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STATE OF INDIANA
LAKE COUNTY
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MORRIS W. CARTER
RECORDER

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Title Of Document:

Declaration of License Agreement

Document was prepared by:

Joel R. Buckberg, Esq.,
1 Sylvan Way
Parsippany, NJ 07054
973-496-5265



Recording requested by:

↳ Ron Schultz
Cendant Corporation
Franchise Administration
1 Sylvan Way
Parsippany, NJ 07054
973-496-5207

18.00
202664

STATE OF

Indiana

Unit No.: 13074

COUNTY OF

Lake

**RAMADA FRANCHISE SYSTEMS, INC.
DECLARATION OF LICENSE AGREEMENT**

The undersigned RAMADA FRANCHISE SYSTEMS, INC., a Delaware corporation (the "Company") and GAS LIGHT ENTERPRISES, INC., a corporation, ("Licensee") declare as follows:

1. A License Agreement, dated as of January 15, 1999, has been executed by the parties pursuant to which the Company has granted to Licensee the right and license to operate certain lodging premises located at 4141 Calumet Avenue, Hammond, IN, a legal description of which premises is attached hereto as Exhibit A (the "Premises"), as a "RAMADA" facility. Such identification and operation is subject to the terms of the License Agreement and the policies, and standards established by the Company from time to time, provided that Licensee is solely responsible for the safety, security, operations and maintenance of the Premises, employment of all employees, agents and contractors, and the debts and contracts associated therewith.

2. The term of the license to operate the Premises under the "RAMADA" name extends from the date Licensee is authorized by the Company to open using the "RAMADA" name for a period of fifteen years, subject to earlier termination as provided in the License Agreement. The license and the License Agreement may not be transferred, assigned, delegated, pledged, hypothecated, donated or conveyed without the prior written consent of the Company. The License Agreement establishes certain conditions that must be satisfied in connection with any transfer of the license. The request for consent must be submitted with the Company's standard license application at least 15 business days prior to transfer of the Premises. The Company will require the transferee to pay its transfer fee and execute its standard form of License Agreement then offered to new licensees prior to approving the transfer. Transfers in violation of the License Agreement are void and subject the license to immediate termination without notice (or such other procedure as may be prescribed by local law). The Company will provide no services to the transferred Premises until the transferee executes the documentation required by the Company.

3. The Company has also licensed Licensee to use certain computer software necessary to connect the Premises with the Company's central reservation system. Such software license may not be transferred, assigned, delegated, donated, hypothecated, pledged or conveyed without the Company's prior written consent. The software license terminates concurrently with the license granted under the License Agreement. All software furnished under the software license remains the property of the Company.

4. The Company loans certain manuals and confidential materials to Licensee for use at the Premises. The Company retains ownership of such manuals and confidential materials and may require the return of the same at any time. All software furnished under the software license, all documentation and manuals relating thereto, and all operating and other manuals, and confidential information furnished by the Company remain the property of the Company, and no lien, claim or security interest shall attach thereto.

5. If the license is terminated and the Licensee or party in possession of the Premises fails to remove all marks, signs, and items bearing the licensed servicemarks and names, or return the reservation system software, manuals and other confidential materials furnished by the Company, the License Agreement authorizes the Company or its agents to enter the Premises without further notice or judicial process and remove all items bearing the licensed servicemarks and names, the software, the manuals and other confidential materials, upon tender of the purchase price of Ten Dollars in cash.

6. The Company may release this instrument at any time by filing notice of release in the records where this instrument is recorded. Licensee is not required to execute such notice.

7. This instrument is not an encumbrance or conveyance affecting title to the Premises. The Company has no lien on, or security interest in or to, the Premises, provided that the Company maintains a purchase money security interest in computer hardware it sells to Licensee until payment of the purchase price is received.

IN WITNESS WHEREOF, the parties have executed this declaration intending that it be filed for record in the real property records of the County in which the Premises are located.

LICENSEE:
GAS LIGHT ENTERPRISES INC.

By: [Signature]
Print Name of Signer: JOHN G. COXAS

Title: PRESIDENT

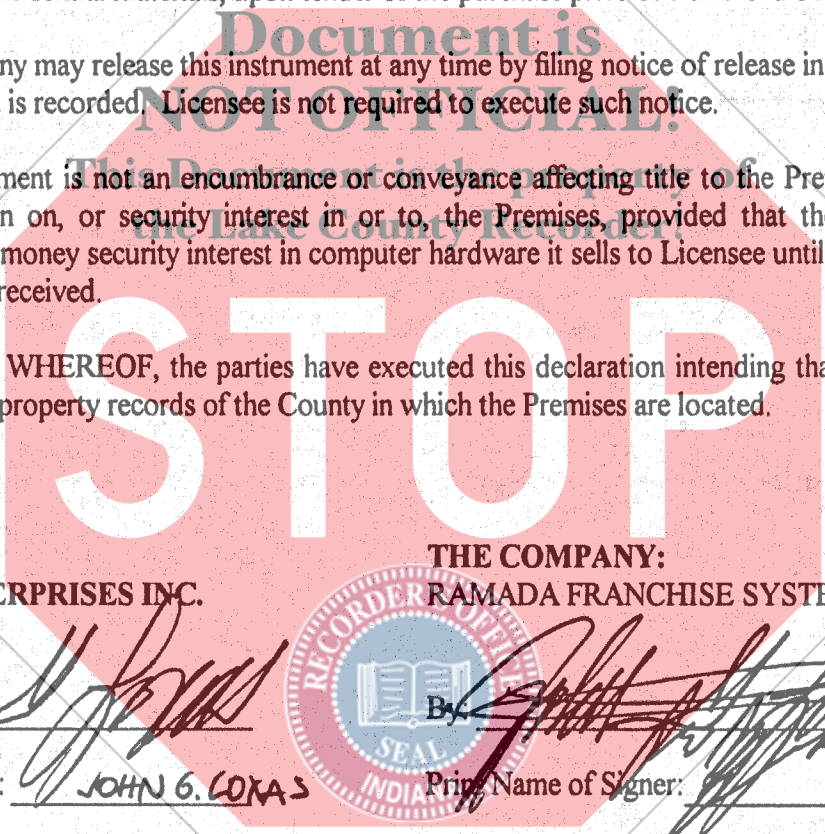
Witness: Christine Cash
Print Name of Witness: Christine Cash

THE COMPANY:
RAMADA FRANCHISE SYSTEMS, INC.

By: [Signature]
Print Name of Signer: [Signature]

Title: Richard M. Saltzman
Vice President

Witness: Suzanne Mahabir
Print Name of Witness: Suzanne Mahabir



ACKNOWLEDGEMENTS

STATE OF INDIANA COUNTY OF LAKE ss:

On the 12th day of JANUARY, 1999, before me personally appeared JOHN G LOXAS and _____ to me known, who, being by me duly sworn, did depose and say that they are the PRESIDENT

(title)
and the _____ of GASLIGHT ENTERPRISES, INC.
(title) (name of corporation/partnership)

described in and which executed the foregoing instrument; and acknowledged to me that they executed the same in their authorized capacities.

(NOTARY SEAL)

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My Commission expires: OCT 31, 1999
LAKE COUNTY, INDIANA

Dennis Progaralus
(Notary Public)

STATE OF NEW JERSEY, COUNTY OF MORRIS ss:

On the 27th day of April, 1999 before me personally appeared Richard M. Salerno and _____ to me known, who, being by me duly sworn, did depose and say that they are the Vice President

(title)
and the _____ of Ramada Franchise Systems
(title) (name of corporation/partnership)

described in and which executed the foregoing instrument; and acknowledged to me that they executed the same in their authorized capacities.

(NOTARY SEAL)

Ailene Brown
(Notary Public)

My Commission expires: AILENE BROWN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 17, 2000

This instrument prepared by and to be returned to: Joel R. Buckberg, Esq., RAMADA FRANCHISE SYSTEMS, INC., 6 Sylvan Way, Parsippany, NJ 07054; (973) 496-5265.

823324

INDIANA DIVISION
TITLE INSURANCE COMPANY

THIS INSTRUMENT WITNESSETH

That HAMMOND H.J. CO., an Ohio limited partnership, 25550 Chagrin Boulevard, City of Cleveland, Cuyahoga County, State of Ohio

Convey and Warrant

To JOHN G. LOXAS, 3704 Sheffield, City of Hammond, Lake County, State of Indiana, for the sum of Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to wit:

Handwritten: 37-74-15

A part of the Northwest quarter of Section 30, Township 37 North, Range 9 West of the 2nd P.M., in the City of Hammond, North Township, Lake County, Indiana, described as beginning at a point in a line that is parallel to and 40 feet Easterly of the West line of said Section 30, said point being 300.06 feet South of the North line of said Section 30 measured along said 40 foot parallel line; thence North 89 degrees 05 minutes 49 seconds East on a line parallel to and 300.06 feet South of the North line of said Section 290.08 feet; thence North 0 degrees 25 minutes 59 seconds East on a line parallel to and 330.08 feet East of the West line of Section 30, 210.04 feet to a line that is parallel to and 90.01 feet South of the North line of said Section 30; thence North 89 degrees 05 minutes 49 seconds East on said 90.01 foot parallel line, 220.10 feet to the 150 foot West line of Right-of-Way of the Indiana East-West Toll Road; thence South 0 degrees 26 minutes 26 seconds West on said 150 foot parallel line, 348.15 feet; thence South 14 degrees 28 minutes 36 seconds West, 185.54 feet; thence South 69 degrees 24 minutes 48 seconds West, 133.46 feet; thence South 89 degrees 05 minutes 49 seconds West, 340.83 feet to a line parallel to and 40 feet Easterly of the West line of said Section 30, thence North 0 degrees 25 minutes 59 seconds East on said 40 foot parallel line, 362.02 feet to the place of beginning.

KEY NO:

SEND TAX STATEMENTS TO: JOHN G. LOXAS
3704 Sheffield Road
Hammond, Indiana 46327

DULY ENTERED
FOR TAXATION

OCT 10 1985

AUDITOR LAKELAND

STATE OF INDIANA
COUNTY OF LAKE
FILED FOR RECORD
OCT 10 1 03 PM '85
RUDOLPH H. CLAY
RECORDER