

STATE OF MICHIGAN
RECORDS DEPARTMENT

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Title Of Document:

Declaration of License Agreement

Document was prepared by:

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Parsippany, NJ 07054
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Recording requested by:

Martha Ortegon
Cendant Corporation
Franchise Administration
1 Sylvan Way
Parsippany, NJ 07054
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STATE OF Mississippi
COUNTY OF De Soto

UNIT NO. 12421

**SUPER 8 MOTELS, INC.
DECLARATION OF FRANCHISE AGREEMENT**

The undersigned SUPER 8 MOTELS, INC., a South Dakota corporation (the "Company") and **Mutual Development Inc.**, a corporation, ("Franchisee") declare as follows:

1. A Franchise Agreement, dated as of June 21, 1999, has been executed by the parties pursuant to which the Company has granted to Franchisee the right and license to operate certain lodging premises located at **Highway 78 & Bethel Rd., Olive Branch, MS**, a legal description of which premises is attached hereto as Exhibit A (the "Premises"), as a "SUPER 8 MOTEL" facility. Such identification and operation is subject to the terms of the Franchise Agreement and the policies, and standards established by the Company from time to time, provided that Franchisee 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 "SUPER 8 MOTEL" name extends from the date Franchisee is authorized by the Company to open using the "SUPER 8 MOTEL" name for a period of TWENTY years, subject to earlier termination as provided in the Franchise Agreement. The license and the Franchise Agreement may not be transferred, assigned, delegated, pledged, hypothecated, donated or conveyed without the prior written consent of the Company. The Franchise 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 franchise 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 Franchise Agreement then offered to new franchisees prior to approving the transfer. Transfers in violation of the Franchise 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 may also license Franchisee to use certain computer software necessary to connect the Premises with the Company's central reservation system. Any such software license may not be transferred, assigned, delegated, donated, hypothecated, pledged or conveyed without the Company's prior written consent. Any software license terminates concurrently with the license granted under the Franchise Agreement.

4. The Company loans certain manuals and confidential materials to Franchisee 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 any 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 Franchisee 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 Franchise 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. Franchisee 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 Franchisee 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.

FRANCHISEE:

THE COMPANY:

MUTUAL DEVELOPMENT INC.

SUPER 8 MOTELS, INC.

By: *Chas. ...*

By: *[Signature]*

Print Name of Signer: *Chas. ...*

Print Name of Signer: **Richard M. Saltzman**
Vice President

Title: *Vice President*

Title: *[Signature]*

Witness: *Jennifer Childress*

Witness: *[Signature]*

Print Name of Witness: *Jennifer Childress*

Print Name of Witness: *Jay M. ...*

ACKNOWLEDGEMENTS

STATE OF IN, COUNTY OF Shelby ss:

On the _____ day of _____, 19____, before me personally appeared Chandraradan Parag and _____ to me known, who, being by me duly sworn, did depose and say that they are the Vice President

(title) and _____ of Mutual Development (name of corporation/partnership)

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

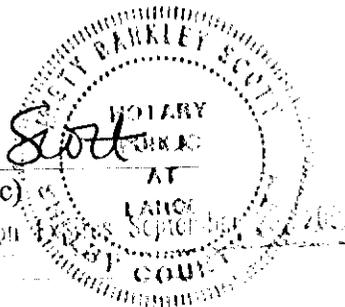
(NOTARY SEAL)

Misty Bankley Scott
(Notary Public)

(Notary Public)

My Commission Expires: _____

My Commission expires: _____



STATE OF NEW JERSEY, COUNTY OF MORRIS ss:

On the 9 day of August, 192000, before me personal appeared Richard M. Saltzman and _____ to me known, who, being by me duly sworn, did depose and say that they are the Vice President

(title) and _____ of Super 8 motels, Inc (name of corporation/partnership)

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



Ronald S. Schultz
(Notary Public)

**RONALD S SCHULTZ
NOTARY PUBLIC**

My Commission expires: _____ **STATE OF NEW JERSEY**

MY COMMISSION EXPIRES 10 19 2000

This instrument prepared by and to be returned to: Joel R. Buckberg, Esq., SUPER 8 MOTELS, INC., Six Sylvan Way, Parsippany, NJ 07054; (973) 496-5265.

Fairhaven Business Partners, LLC
GRANTOR

WARRANTY

TO

DEED

Mutual Development, Inc.
GRANTEES

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Fairhaven Business Partners, LLC, do hereby sell, convey, and warrant unto Mutual Development, Inc. the following described property situated in the County of DeSoto, State of Mississippi, together with all improvements and appurtenances thereon more particularly described as follows:

Lots 18 & 19, Hacks Cross Business Center Subdivision, in Section 12, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 67, Page 7, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Grantor hereby grants unto Grantee, its successors and/or assigns the exclusive right to locate a lodging facility in the Hacks Cross Business Center Subdivision, DeSoto County, Mississippi. This restriction shall not be applicable to Lots 1, 2, 7, 8 & 14 of said subdivision and shall further run with the land and be binding upon the Grantor, Grantee and their successors and/or assigns.

The property conveyed herein shall be restricted for use as a lodging facility only and this restriction shall run with the land and be binding upon the Grantee and its successors and/or assigns.

Grantor hereby restricts the property conveyed herein from the sale of any motor fuel or motor fuel products. This restriction shall run with the land and be binding upon the Grantee, its successor and/or assigns.

The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, rights of ways and easements for public roads and public utilities and restrictive covenants and easements of record.

It is understood and agreed that the taxes for the year 1999 have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect then Grantor(s) agree to pay Grantee(s) or their assigns any deficiency and likewise Grantee(s) agree to pay Grantor(s) or their assigns any amount overpaid.

Possession is to be given with delivery of this Deed.

WITNESS OUR SIGNATURE, this the 24th day of June, 1999.

Fairhaven Business Partners, LLC

By: Dale Wilson Pres.
Dale Wilson, President

STATE MS.-DESOTO
FILED

JUN 25 2 00 PM '99

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W.E. DAVIS CH. CLK.

Wilson
BC
BR