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JAYRENE B. NIELSEN RECORDER SEVIER COUN
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REQUEST: CENDANT CORP

Title Of Document:

Declaration of License Agreement

Document was prepared by:

Joel R. Buckberg, Esq.,
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Parsippany, NJ 07054
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Recording requested by:

Martha Ortegon
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STATE OF Utah

Unit No.: 12289

COUNTY OF Salt Lake Senior

**TRAVELODGE HOTELS, INC.
DECLARATION OF LICENSE AGREEMENT**

The undersigned TRAVELODGE HOTELS, INC., a Delaware corporation (the "Company") and WORLDHOST RICHFIELD, LLC, a Utah limited liability company, ("Licensee") declare as follows:

1. A License Agreement, dated as of April 9, 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 647 South Main Street, Richfield, UT, a legal description of which premises is attached hereto as Exhibit A (the "Premises"), as a **Travelodge** 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 name **Travelodge** extends from the date Licensee is authorized by the Company to open using the name **Travelodge** 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.

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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:

WORLDHOST RICHFIELD, LLC

By: 

Print Name of Signer: David Cowan

Title: Manager

Witness: 

Print Name of Witness: Norm Rindlisbacher


THE COMPANY:

TRAVELODGE HOTELS, INC.

By: 

Print Name of Signer: Richard M. Saltzman
Vice President

Title: 

Witness: 

Print Name of Witness: Jeff A. Klau

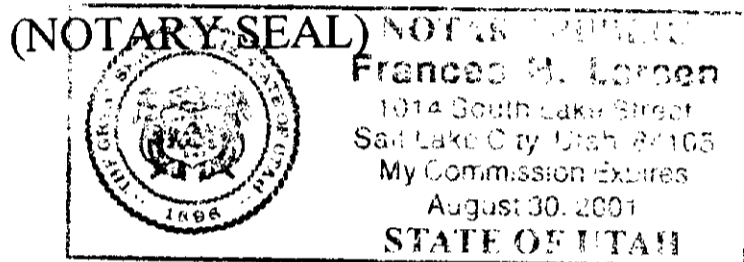
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ACKNOWLEDGEMENTS

STATE OF Utah, COUNTY OF Salt Lake ss:

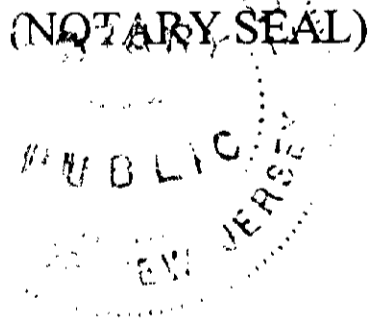
On the 8 day of April, 1999, before me personally appeared David Cowan and _____ to me known, who, being by me duly sworn, did depose and say that they are the Manager (title) and the _____ of Worldhost Richfield LLC (name of corporation/partnership) described in and which executed the foregoing instrument; and acknowledged to me that they executed the same in their authorized capacities.



Frances M. Lorenz
(Notary Public)
My Commission expires: August 30, 2001

STATE OF NEW JERSEY, COUNTY OF MORRIS ss:

On the 26 day of January, 192001, before me personally 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 the _____ of Travelodge Hotels, Inc. (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.



Ronald S. Schultz
(Notary Public)
My Commission expires: _____
RONALD S SCHULTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 10 19 2004

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

Joel
4-8-99

Exhibit "A"

Sevier County, State of Utah:

Beginning at a point on the East right-of-way line of Highway 89, being South 0°09'00" East 530.00 feet and South 05°23'30" East 6.21 feet from the Northwest Corner of Block 4, Plat "F", Richfield City Survey, and running thence along said East right-of-way line the following two courses: South 05°23'30" East 103.25 feet; South 0°09'00" East 235.96 feet to an existing fence; thence South 88°31'05" East, along said fence, 127.04 feet; thence North 0°09'00" West 485.23 feet; thence South 43°36'56" West 197.23 feet to the Point of Beginning.