

CHOICE HOTELS
INTERNATIONAL

Rodney G. Sibley

Vice President
Development
Southeast Region

December 12, 1991

CERTIFIED MAIL

Dr. Arvind Patel
1455 East Golf Road Suite 210
Des Plaines, IL. 60016

Re: Comfort Inn (GA-136 QCI)
Jackson, Georgia

Dear Mr. Mr. Patel:

As you are aware, the Addendum to your Franchise Agreement requires that you commence construction of the franchised Inn within twelve (12) months from the date of contract execution. I am advised that you have not yet done so.

Accordingly, Choice Hotels could initiate formal proceedings to terminate your franchise. However, in view of your particular circumstances, we have decided to extend your agreement at a charge of \$5,000 for an additional 30 days from the date of this letter.

Choice Hotels will re-evaluate the Agreement status if the 30-day extension approaches expiration.

Please let me know if we can help you with your project.

Sincerely,



Rodney G. Sibley
Vice President - Development

RGS:pn

CC: E. Casey
R. Blackstone
B. LeBlanc



1

GARLAND & MILAM, P. C.

ATTORNEYS

THREE HUNDRED WEST THIRD STREET
JACKSON, GEORGIA 30233

BYRD GARLAND

(404) 775-3188

RICHARD MILAM

DATE: January 4, 1989

TO: Dr. Arvind Patel
4295 Eisenhower Circle
Hoffman Estates, Ill. 60195

RE: WARRANTY DEED FROM: G.M. Real Estate of Florida

Enclosed you will find the above stated deed, dated December 2, 1988
which has been recorded in Deed Book 119, page 267-268, in the
Office of the Clerk of the Superior Court of Beeth
County, Georgia.

Thank you for allowing us to be of service to you. Please contact this office
if we may be of any further assistance to you.

Yours very truly,

GARLAND & MILAM, P.C.

BY: _____

Gay B. Grant,
Real Estate Secretary

/gg
Enclosure

EXHIBIT 'A'

All that lot, tract, or parcel of land situate lying and being in Land Lot 235 of the Third Land District, Butts County, Georgia, and being designated as Tract 5 on a plat of survey entitled "Property Survey for Roadmaster Inn", dated May 20, 1985 and finally revised June 30, 1988, containing 3.003 acres and being more particularly described as follows:

Beginning at the intersection of the northeast right-of-way of a county road with the southeast right-of-way Georgia State Route No. 36 and running thence in a southeasterly direction along the northeast right-of-way of said county road a distance of 651.94 Feet to a concrete marker. Thence South 21 Degrees 35 Minutes 46 Seconds West a distance of 50.0 Feet to an iron pin located in the center of the county road. Thence South 59 Degrees 27 Minutes 15 Seconds East a distance of 17.33 Feet to an iron pin. Thence South 59 Degrees 27 Minutes 14 Seconds East a distance of 4.17 Feet to an iron pin. Thence South 68 Degrees 00 Minutes 00 Seconds East a distance of 28.21 Feet to an iron pin. Thence North 46 Degrees 38 Minutes 38 Seconds East a distance of 249.4 Feet to an iron pin and point of beginning. Thence South 68 Degrees 07 Minutes 39 Seconds East a distance of 245.21 Feet to an iron pin. Thence South 46 Degrees 54 Minutes 10 Seconds West a distance of 250.0 Feet to an iron pin located at the centerline of a county road. Thence South 68 Degrees 22 Minutes 50 Seconds East a distance of 47.10 Feet to a point. Thence South 69 Degrees 47 Minutes 46 Seconds East a distance of 102.89 Feet to an iron pin. Thence North 44 Degrees 19 Minutes 38 Seconds East a distance of 468.45 Feet to an iron pin. Thence North 41 Degrees 19 Minutes 00 Seconds West a distance of 290.05 Feet to an iron pin. Thence South 54 Degrees 18 Minutes 08 Seconds West a distance of 359.08 Feet to an iron pin. Thence South 46 Degrees 38 Minutes 38 Seconds West a distance of 40.95 Feet to point of beginning.

ADDENDUM TO WARRANTY DEED BETWEEN G.H.M. REAL ESTATE OF FLORIDA, INC. AND ARVIND PATEL, MD SC, EMPLOYEES PROFIT SHARING PLAN & TRUST-ILLINOIS PROFIT SHARING PLAN & TRUST

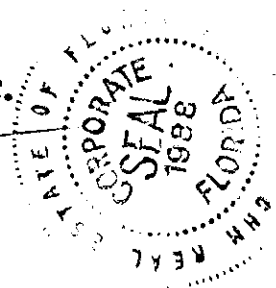
GUARANTY OF SEWAGE TREATMENT AGREEMENT

For and in consideration of the foregoing warranty deed, G.H.M. Real Estate of Florida, Inc. on behalf of its self and its assigns, does hereby guaranty unto Arvind Patel, MD SC, Employees Profit Sharing Plan & Trust-Illinois Profit Sharing Plan & Trust, its successors or assigns, a sewage treatment contract for the treatment of at least six thousand gallons of sewage per day to be supplied to the property described in the foregoing deed upon the payment of the hookon fee specified between the parties in their contract for the sale of real estate dated November 7, 1988. The charge for sewage treatment shall be specified in a contract for sewage treatment to be executed by the parties at the time the hookon fee is paid. The charge shall be reasonable and shall be same charge that is levied against other users of the sewage treatment plant.

Agreed this the 2 day of December, 1988.

G.H.M. REAL ESTATE OF FLORIDA, INC.

BY: [Signature]



Sworn to and subscribed before me this the 2 day of December, 1988.

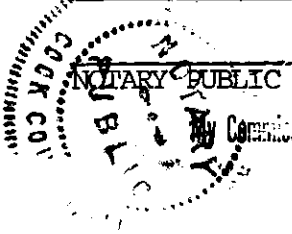
[Signature]
[Signature]
NOTARY PUBLIC

ARVIND PATEL, MD SC, EMPLOYEES PROFIT SHARING PLAN & TRUST-ILLINOIS PROFIT SHARING PLAN & TRUST

BY: [Signature]
ARVIND PATEL, TRUSTEE

Sworn to and subscribed before me this the 27th day of November, 1988.

[Signature]
[Signature]
NOTARY PUBLIC
Commission Expires October 21, 1989



SIGNATURE AND
PARKING LOT AGREEMENT

WHEREAS, Arvind Patel, MD SC, Employees Profit Sharing Plan & Trust is the owner of certain real estate described on Exhibit "A" attached hereto, and;

WHEREAS, G.H.M. Real Estate of Florida, Inc. is the owner adjacent real estate described on Exhibit "B" attached hereto and;

WHEREAS, the parties, for the mutual benefit of their heirs and assigns, enter into the following parking lot agreement:

1.

For the purposes of this agreement, the property described on Exhibit "B" attached hereto shall be referred to as the "restaurant site" and the property described on Exhibit "A" attached hereto shall be referred to as the "motel site".

2.

The parties agree that both sites will eventually be improved with buildings and parking lots and, after the said sites are so improved, the parties agree that it would be mutually beneficial for each site to have limited use of the other sites parking facilities to allow for customer parking. The parties further agree that nothing contained herein shall in anyway interfere with either party's plans to construct buildings upon their respective sites.

3.

The owner of the motel site hereby agrees to allow the owner of the restaurant site the use of up to twelve spaces for the purpose of parking tractor trailer trucks. The owner of the restaurant site agrees to allow the owner of the motel site use of its parking facilities for the purpose of ingress and egress to the motel site. The parties also agree to jointly construct a high rise sign on the restaurant site and to share the costs of same accordingly.

4.

Both parties agree to amend, modify, and extend this agreement by mutual consent at any time in the future.

So agreed this the 2nd day of December, 1988.

ARVIND PATEL, MD SC, EMPLOYEES PROFIT
SHARING PLAN & TRUST

BY: Arvind Patel
ARVIND PATEL, TRUSTEE

Sworn to and subscribed before me
this the 27 day of November, 1988.

Susan M. Hahn
[Signature]
NOTARY PUBLIC
DADE COUNTY, FLORIDA

G.H.M REAL ESTATE OF FLORIDA, INC.

BY: [Signature]
MORRIS 1988
G.H.M REAL ESTATE OF FLORIDA, INC.

Sworn to and subscribed before me
this the 2nd day of December 1988.

[Signature]
[Signature]
NOTARY PUBLIC

TRACT "A"

All that lot, tract, or parcel of land situate lying and being in Land Lot 235 of the Third Land District, Butts County, Georgia, and being designated as Tract 5 on a plat of survey entitled "Property Survey for Roadmaster Inn", dated May 20, 1985 and finally revised June 30, 1988, containing 3.003 acres and being more particularly described as follows:

Beginning at the intersection of the northeast right-of-way of a county road with the southeast right-of-way Georgia State Route No. 36 and running thence in a southeasterly direction along the northeast right-of-way of said county road a distance of 651.94 Feet to a concrete marker. Thence South 21 Degrees 35 Minutes 46 Seconds West a distance of 50.0 Feet to an iron pin located in the center of the county road. Thence South 59 Degrees 27 Minutes 15 Seconds East a distance of 17.33 Feet to an iron pin. Thence South 59 Degrees 27 Minutes 14 Seconds East a distance of 4.17 Feet to an iron pin. Thence South 68 Degrees 00 Minutes 00 Seconds East a distance of 28.21 Feet to an iron pin. Thence North 46 Degrees 38 Minutes 38 Seconds East a distance of 249.4 Feet to an iron pin and point of beginning. Thence South 68 Degrees 07 Minutes 39 Seconds East a distance of 245.21 Feet to an iron pin. Thence South 46 Degrees 54 Minutes 10 Seconds West a distance of 250.0 Feet to an iron pin located at the centerline of a county road. Thence South 68 Degrees 22 Minutes 50 Seconds East a distance of 47.10 Feet to a point. Thence South 69 Degrees 47 Minutes 46 Seconds East a distance of 102.89 Feet to an iron pin. Thence North 44 Degrees 19 Minutes 38 Seconds East a distance of 468.45 Feet to an iron pin. Thence North 41 Degrees 19 Minutes 00 Seconds West a distance of 290.05 Feet to an iron pin. Thence South 54 Degrees 18 Minutes 08 Seconds West a distance of 359.08 Feet to an iron pin. Thence South 46 Degrees 38 Minutes 38 Seconds West a distance of 40.95 Feet to point of beginning.

TRACT "B"

All that tract or parcel of land lying situate and being in Land Lot 235 of the Third Land District of Butts County, Georgia containing 1.272 acres and being designated and described as Tract 4 (future Restaurant site) as per that certain Plat of Survey entitled "Property Survey for Roadmaster Inn", prepared by Kenneth E. Presley Associates, Inc. dated May 20, 1985 and finally revised June 30, 1988. Said plat and its descriptive data are incorporated herein by reference to same.

STATE OF GEORGIA
BUTTS COUNTY

I hereby certify that this instrument was filed for record in my office on the 5 day of Dec. 1988, at 11:55 o'clock A. M., and duly recorded on the 5 day of Dec. 1988 in Book 119 of Deeds Page 269-271

Witness my hand on the day and year first above written.

Anthony C. Haller
Clerk, Superior Court

ALDERSHOTT ROAD
LITTLE COVE

ALDERSHOTT ROAD

ALDERSHOTT ROAD

CHOICE HOTELS
INTERNATIONAL

February 7, 1995

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dr. Arvind Patel
Shreeji, Inc.
P.O. Box 2536
Des Plaines, IL 60017

Re: COMFORT INN (GA136-CIIN)
Jackson, Georgia

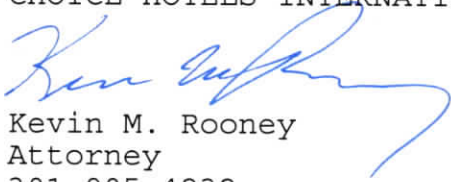
NOTICE OF TERMINATION

Dear Dr. Patel:

In accordance with paragraph 2.a. of the Addendum For Inns To Be Constructed to that certain Franchise Agreement between Choice Hotels International, Inc. ("Choice") (formerly known as Quality Inns International, Inc.) and Shreeji, Inc. dated as of July 31, 1989 you agreed to commence construction of the above-referenced Hotel within twelve months of the date of said Agreement. Since construction has not commenced as agreed, this will confirm that the Franchise Agreement has been automatically terminated.

Very truly yours,

CHOICE HOTELS INTERNATIONAL, INC.


Kevin M. Rooney
Attorney
301-905-4232

KMR/par
cc: R. Sibley
V. Trapani
S. Mullinger
B. Moraz
B. Kerr
P. Reidy
C. Hwang
S. Schwartz

