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Schiller Park, IL
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TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of October, 1986 by and between Howard Johnson Franchise Systems, Inc., a Delaware corporation, having a place of business at 35 Rockdale Road, Braintree, Massachusetts 02184 (hereinafter referred to as "Company") and The Buckeye O'Hare Company, an Illinois limited partnership having an office at One Nationwide Plaza, Columbus, Ohio 43216, of which the sole general partner is Nationwide Property Management, Inc., an Ohio corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H

WHEREAS, Howard Johnson Company (HJ) and Franchisee entered into a certain License Agreement dated June 6, 1972 (License Agreement) pertaining to the operation of an Howard Johnson's hotel situated in Schiller Park, Illinois as more particularly described in said License Agreement; and

WHEREAS, effective November 22, 1985, Company has succeeded to the interest of HJ in and to the License Agreement; and

WHEREAS, Company and Licensee have mutually agreed to terminate and cancel the License Agreement in accordance with certain terms and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency being hereby acknowledged, the parties hereto agree as follows:

1. Company and Licensee agree to terminate the License Agreement effective as of October 29, 1986 and the Company and Licensee do agree that said date shall constitute and be the termination date of the License Agreement. Licensee shall pay to Company any and all sums of money due or accruing to Company up to and including the date of termination.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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2. Each of the parties hereto agrees to indemnify and hold harmless the other and to reimburse the other with respect to any and all loss, damage, liability, cost and expense including reasonable attorneys' fees, incurred by either party by reason of or arising out of any breach of any representation or warranty contained in this Termination Agreement or the failure of either party to perform any agreement required to be performed by it hereunder.

3. The parties agree that this Termination Agreement constitutes the entire understanding of the parties and may not be waived or modified except by further written agreement.

4. This Termination Agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

HOWARD JOHNSON FRANCHISE SYSTEMS, INC.

By _____
~~Vice~~ President

THE BUCKEYE O'HARE COMPANY, an Illinois limited partnership

By NATIONWIDE PROPERTY MANAGEMENT, INC., an Ohio corporation, its sole general partner

_____
(Vice) President

COMMONWEALTH OF MASSACHUSETTS)
)SS
COUNTY OF NORFOLK)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Curtis B. Bean, to me known and known to be the (~~Vice~~) President of Howard Johnson Franchise Systems, Inc., and he acknowledged before me that he executed the within instrument as such officer, that he was authorized to do so, and that such was the free act and

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Prepared by
Bruce Lowing
Rudnick & Wolfe
30 N. LaSalle
Chicago, Ill.

Mail to:
Sandra L. Neely
McCalden, Schmitt & Owen
One Nationwide Plaza
Columbus Ohio 43216

BOX 333 — TH

deed of the corporation.

WITNESS my hand and seal this 29th day of October, 1986.

Notary Public

My Commission expires:

Mary Ann DiPiero
Notary Public
My Comm. Expires Dec. 9, 1988

STATE OF ILL)
)SS
COUNTY OF Cook)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ROBER J. WOODARD, JR, to me known and known to be the (Vice) President of NATIONWIDE PROPERTY MANAGEMENT, INC., the sole general partner of The Buckeye O'Hare Company, and he acknowledged before me that he executed the within instrument as such officer, that he was authorized to do so, and that such was the free act and deed of the Nationwide Property Management, Inc. and The Buckeye O'Hare Company.

WITNESS my hand and seal this 29th day of October, 1986.

Notary Public

My Commission expires:

June 11, 1988

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EXHIBIT A

LEGAL DESCRIPTION

ALL THAT LAND LYING IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A':
THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, EXCEPTING THEREFROM THAT PART THEREOF LYING NORTH OF A LINE WHICH INTERSECTS THE EAST AND WEST BOUNDARIES OF SAID LOT 2, 27.46 FEET SOUTH OF THE NORTH EAST AND NORTH WEST CORNERS THEREOF AS PER DOCUMENT 57C-6303 ALL IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 'B':
THAT PART OF LOT 2 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 557.684 FEET SOUTH OF THE NORTH WEST CORNER THEREOF, TO A POINT ON EAST LINE OF SAID LOT, 500 FEET SOUTH OF THE NORTH EAST CORNER THEREOF, AND THE NORTH 8.98 FEET OF LOT 7 IN SAID SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 1 IN SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH ALONG WEST LINE OF SAID LOT 1 TO A POINT 500 FEET SOUTH OF NORTH WEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES TO RIGHT WITH LAST DESCRIBED LINE A DISTANCE OF 232.74 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE (SAID LINE RUNNING TO LEFT AND HAVING A RADIUS OF 5854.58 FEET) A DISTANCE OF 359.59 FEET TO A POINT ON SOUTH LINE OF SAID LOT 1, 214.50 FEET WEST OF SOUTH EAST CORNER OF SAID LOT 1, THENCE WEST ALONG SOUTH LINE OF SAID LOT 1 TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 8 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THAT PART LYING NORTH OR IRVING PARK ROAD) OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A CURVED LINE, SAID LINE BEING THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5,854.58 FEET AND INTERSECTS THE WEST LINE OF SAID LOT 8, 383.01 FEET NORTH OF ITS SOUTH WEST CORNER AND THE NORTH LINE OF SAID LOT 8, 214.5 FEET WEST OF ITS NORTH EAST CORNER IN COOK COUNTY, ILLINOIS.

10 24 [illegible] Irving Park.

P.I.N. 12-16-307-004-0000
P.I.N. 12-16-307-005-0000
P.I.N. 12-16-307-027-0000
P.I.N. 12-16-307-025-0000