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November 1, 2013

**BY FEDEX**

SOF U.S. Restaurant Co-Invest Holdings, L.L.C.  
c/o Starwood Capital Group Global, L.L.C.  
ATTN: Jeffrey Dishner  
[REDACTED]  
Greenwich, CT 06830

Re: Notice of BRG Trigger Event

Gentlemen:

We represent Stephen P. Hanson, SPH Family Holdings, LLC ("Hanson Member"), and SPH Family Holdings Sub, LLC ("BRG Member"). We write in response to SOF U.S. Restaurant Co-Invest Holdings, L.L.C.'s ("Starwood Member") letter of October 30, 2013 (the "Trigger Event Notice"), in which Starwood asserted that a BRG Trigger Event had occurred as a result of B.R. Guest Parent Holdings, LLC's (the "Company") purported termination of Mr. Hanson's employment for Cause, and stated that "all BRG Representatives are automatically and hereby removed." Capitalized terms used herein but not defined shall have the meaning given to such terms in the Trigger Event Notice and the LLC Agreement.

As set forth in our attached letter to the Company, dated today, the Company's decision to terminate Mr. Nathan's employment for Cause, without providing him an opportunity to cure his alleged misconduct, is devoid of legal or factual support, breached the plain terms of the Hanson Employment Agreement, and is a legal nullity.

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Starwood Member's assertion that a BRG Trigger Event has occurred is therefore incorrect, and Starwood Member has no authority to remove the BRG Representatives from the Management Committee or to exercise any of the power or privileges granted to the Management Committee without the participation of the BRG Representatives.

Accordingly, we demand that Starwood Member immediately withdraw the Notice of BRG Trigger Event with prejudice and reinstate the BRG Representatives to the Management Committee. Unless and until such reinstatement occurs, we also demand that (i) Starwood Member not take any action or make any decision, including any Major Decision (other than with respect to ordinary course business and acting to reinstate Mr. Hanson as the Company's Chief Executive Officer and President), and (ii) immediately notify us if Starwood Member intends to take any such action or make any such decision.

Please confirm your agreement with the foregoing no later than the close of business on Monday, November, 4, 2013.

Mr. Hanson, BRG Member, and Hanson Member reserve all of their rights and remedies with respect to the matters addressed herein and all other matters, including, without limitation, their rights and remedies under the Employment Agreement and the LLC Agreement.

Sincerely,

Jeffrey R. Wang

Attachment

cc: Ellis Rinaldi, Esq. (by FedEx and e-mail)  
Scott Berger, Esq. (by FedEx and e-mail)  
Andrew L. Sommer, Esq. (by FedEx and e-mail)  
Reed S. Oslan, Esq. (by FedEx and e-mail)  
Howard M. Muchnick, Esq. (by FedEx and e-mail)