

**ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST
AND AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
B.R. GUEST PARENT HOLDINGS, LLC**

This Assignment of Limited Liability Company Interest and Amendment to Limited Liability Company Agreement of B.R. GUEST PARENT HOLDINGS, LLC, a , dated as of _____, 2013 (this "Assignment and Amendment Agreement"), is entered into by and among SOF U.S. RESTAURANT CO-INVEST HOLDINGS, L.L.C., a Delaware limited liability company ("Starwood"), SPH FAMILY HOLDINGS, LLC, a Delaware limited liability company (as successor-in-interest to Stephen P. Hanson, "Hanson Member"), and SPH FAMILY HOLDINGS SUB, LLC, a Delaware limited liability company (as successor-in-interest to SPH Family Holdings LLC, successor-in-interest to SPH Enterprises, Inc. (f/k/a B.R. Guest, Inc.), "BRG Member").

W I T N E S S E T H:

WHEREAS, B.R. GUEST PARENT HOLDINGS, LLC, a Delaware limited liability company (the "Company") has been formed as a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.) (the "Act") pursuant to a Certificate of Formation of the Company, as filed in the office of the Secretary of State of the State of Delaware on December 23, 2008, and a Limited Liability Company Agreement of the Company, dated as of December 30, 2008 (as the same shall have been amended from time to time, the "Agreement");

WHEREAS, Starwood, Hanson Member and BRG Member are the sole members of the Company;

Commented [D1]: Why is this just an assignment agreement and not an assignment and assumption agreement?
Darren
2013-12-11 19:56:00

Commented [D2]: information is missing here. Should say "a Delaware limited liability company"
Darren
2013-12-11 19:43:00

WHEREAS, each of Hanson Member and BRG Member desires to assign, transfer and convey all of its limited liability company interest in the Company as a member of the Company (each an "Interest" and, collectively, the "Interests") to Starwood, and each of Hanson Member and BRG Member desires to resign and withdraw from the Company as a member of the Company; and

Commented [D3]: Probably should indicate not just the interest but also all rights and obligations in respect of the interest, and all rights and obligations under the Agreement from and after the date of the assignment
Darren
2013-12-11 20:33:00

WHEREAS, the undersigned, being all of the members of the Company, to accomplish the foregoing, desire to amend the Agreement in the manner set forth herein.

Commented [D4]: Should be a reciprocal recital about Starwood's desire to purchase the interest and assume all rights and obligations with respect to the Interest including all rights and obligations under the Agreement.
Darren
2013-12-11 19:51:00

NOW, THEREFORE, the undersigned, in consideration of the premises, covenants and agreements contained herein, do hereby agree as follows:

1. Assignment. Notwithstanding any provision in the Agreement to the contrary, for value received, the receipt and sufficiency of which are hereby acknowledged, upon the execution of this Assignment and Amendment Agreement by the parties hereto, each of Hanson Member and BRG Member does hereby assign, transfer and convey its Interest to Starwood. Each of Hanson Member and BRG Member represents and warrants to Starwood that it is the sole legal and beneficial owner of its Interest and it has not heretofore assigned or transferred, or purported to assign or transfer its Interest or any portion thereof to any person or entity and its Interest is free and clear of liens, encumbrances and claims of others.

Commented [D5]: There should be a similar agreement to purchase the Interests and to assume all rights and obligations with respect to the Interest, including all rights and obligations under the Agreement
Darren
2013-12-11 19:51:00

2. Resignation. Notwithstanding any provision in the Agreement to the contrary, immediately following the assignment of the Interests pursuant to section 1 above, each of Hanson Member and BRG Member shall and does hereby withdraw from the Company as a member of the Company, and shall thereupon cease to be a member of the Company, cease to have or exercise any right or power as a member of the Company and cease to be a party to the Agreement. Without limitation of the forgoing, immediately following the assignment of the

Interests pursuant to section 1 above, all of the BRG Representatives (as defined in the Agreement) shall automatically be removed without any further action required of Starwood or any other person or entity. Until Starwood shall further amend the Agreement (which the parties hereto acknowledge it may do in its sole and absolute discretion), all references in the Agreement to BRG Member and Hanson Member shall be deleted and replaced by the word Starwood.

3. Continuation of the Company. The parties hereto agree that the assignment of the Interests and the resignation and withdrawal of each of Hanson Member and BRG Member as a member of the Company shall not dissolve the Company and that the business of the Company shall continue.

4. Books and Records. The members of the Company shall take all actions necessary under the Act and the Agreement, including causing the amendment of the Agreement, to evidence the resignation of each of Hanson Member and BRG Member from the Company as a member of the Company.

5. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, amendments of the Agreement, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Assignment and Amendment Agreement.

6. Binding Effect. This Assignment and Amendment Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and assigns.

Commented [D6]: There should probably be an indemnity by Starwood in favor of Hanson Member and BRG Member with respect to all obligations arising from and after the date of the assignment. In addition, substituting names here may work to harm BRG Member and Hanson Member as there may be rights that should apply to them as former members (indemnities, for example) that should survive the assignment. (Another example, may be rights to tax information and reporting)
Darren
2013-12-11 19:55:00

7. Execution in Counterparts. This Assignment and Amendment Agreement may be executed in counterparts and may be delivered by facsimile and by scanned PDF image, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. Agreement in Effect. Except as hereby amended, the Agreement shall remain in full force and effect.

9. Governing Law. This Assignment and Amendment Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Amendment Agreement to be duly executed as of the day and year first above written.

SOF U.S. RESTAURANT CO-INVEST HOLDINGS L.L.C.

By: _____
Name:
Title:

WITHDRAWING MEMBERS:

SPH FAMILY HOLDINGS, LLC

By: _____
Name:
Title:

SPH FAMILY HOLDINGS SUB, LLC

By: _____
Name:
Title: