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November 1, 2013

**BY FEDEX**

B.R. Guest Parent Holdings, LLC  
c/o Starwood Capital Group Global, L.L.C.  
ATTN: Jeffrey Dishner  
591 West Putnam Avenue  
Greenwich, CT 06830

Re: Stephen P. Hanson

Gentlemen:

We represent Stephen P. Hanson. We write in response to B.R. Guest Parent Holdings, LLC's ("BRG" or the "Company") letter to Mr. Hanson of October 30, 2013 (the "Termination Notice"), in which BRG purported to terminate Mr. Hanson's employment for Cause under section 7 of the Employment Agreement, and based on that decision, further (i) advised Mr. Hanson that he would not be permitted further access to the Company's offices or other property, (ii) instructed him to comply with all post-employment restrictive covenants and other restrictions set forth in the Employment Agreement and LLC Agreement, and (iii) stated that all BRG Representatives were automatically removed from their positions. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Termination Notice, the Employment Agreement, or the LLC Agreement.

Although BRG claims to recite the findings of a "recent audit of the Company's financial books and records" in justifying its assertion that Mr. Hanson

engaged in acts that satisfy the Employment Agreement's definition of "Cause," the Company's decision to terminate Mr. Hanson for Cause, as well as the related decisions set forth in the Termination Notice, lacks any legal or factual merit, and represents a clear breach of the Employment Agreement. As reflected by Justice Sherwood's decision yesterday, in *SOF U.S. Restaurant Co-Invest Holdings, L.L.C. ["Starwood"] v. Stephen P. Hanson*, Index. No. 160004/2013 (Sup. Ct. N.Y. County), to deny Starwood's application for a temporary restraining order, Starwood and the Company have not shown, and are unlikely to show, that Mr. Hanson committed any acts that satisfy subparts (A), (B), or (D) of the "Cause" definition.

We further note that, even supposing (i) Mr. Hanson did engage in the course of conduct depicted in the Termination Notice (he did not), *and* (ii) BRG provided timely notice of the "particular acts . . . that constitute the grounds on which the proposed termination for Cause is based" (it did not), section 7(b) of the Employment Agreement expressly provides Mr. Hanson 30 days in which to "cure such conduct, to the extent such cure is possible." All of the acts BRG cites as the basis for its Cause determination concern allegedly inappropriate disbursements or expenditures, and can be readily cured by Mr. Hanson's reimbursing the Company for the amounts in question. The Company's decision to terminate Mr. Hanson's employment for Cause, without providing him an opportunity to cure, breached the plain terms of the Employment Agreement.

Further, because Starwood lacks any authority under the LLC Agreement to terminate Mr. Hanson without Cause, the Termination Notice is a legal nullity. We therefore demand that (i) the Company withdraw its Termination Notice with prejudice and immediately reinstate Mr. Hanson as Chief Executive Officer and President, and (ii) Starwood withdraw its Notice of BRG Trigger Event, dated October 30, 2013, with prejudice and reinstate the BRG Representatives to the Management Committee.

In addition, although Mr. Hanson vigorously disputes the Company's accusations, he is ready, willing, and able to cure the misconduct alleged in the Termination Notice. Accordingly, we request that you promptly provide us with an itemized list detailing all disbursements and expenditures that BRG believes Mr. Hanson to have made in breach of section 7 or any other provisions of the Employment Agreement, along with appropriate wire transfer instructions.

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

Sincerely,

Jeffrey R. Wang

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)