Hilton

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Beverly Hills, CA 90210

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www.hilton.com

Overnight Courier

CHH Torrey Pines Tenant Corp
CNL City Center at City Commons
450 South Orange Avenue
Orlando, FL 32801

October 22, 2007

Re: Management Agreement dated December 17, 2003 by and between CHH Torrey Pines Tenant Corp ("Owner") and Hilton Hotels Corporation ("Manager") (the "Management Agreement") relating to that certain Hilton hotel located at 10950 North Torrey Pines Road, La Jolla, California.

To Whom It May Concern:

As has been announced, Hilton Hotels Corporation ("HHC") has entered into an Agreement and Plan of Merger, dated as of July 3, 2007 (the "Merger Agreement"), by and among HHC, BH Hotels LLC ("BH Hotels") and BH Hotels Acquisition Inc. ("Acquisition Inc.", together with BH Hotels, collectively, the "BH Parties"). Among the transactions contemplated by the Merger Agreement, subject to the satisfaction or waiver of certain conditions, is the merger of Acquisition Inc. with and into HHC, with HHC as the surviving entity (the "Merger").

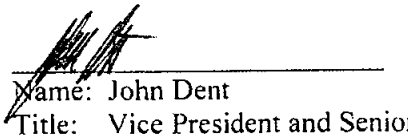
The BH Parties are owned by affiliates of The Blackstone Group L.P. ("Blackstone"). BH Hotels has provided us with the following information about Blackstone: Blackstone is a leading global alternative asset manager and provider of financial advisory services with offices in New York, Atlanta, Boston, Los Angeles, London, Hamburg, Mumbai and Paris that was founded in 1985. Its alternative asset management businesses include the management of corporate private equity funds, real estate opportunity funds, funds of hedge funds, mezzanine funds, senior debt funds, proprietary hedge funds and closed-end mutual funds. Blackstone also provides various financial advisory services, including mergers and acquisitions advisory, restructuring and reorganization advisory and fund placement services. Blackstone's real estate group has raised approximately $18.1 billion for real estate investing and has a long track record of investing in hotels, office buildings and other commercial properties. Additional information on Blackstone may be accessed on the internet at http://www.blackstone.com.

In connection with the Merger, Manager intends to assign its interest in the Management Agreement to an affiliate of Manager as of the date of the Merger (the "Affiliate Assignment") pursuant to an assignment agreement (the "Assignment Agreement"). In accordance with the Management Agreement, enclosed is a duplicate original copy of the Assignment Agreement.

This letter shall constitute notice of the Merger and of the Affiliate Assignment for all purposes of the Management Agreement. If you have any questions please feel free to contact Robert Harper (Blackstone) at (212) 583-5161 or John Dent (HHC) at (310) 205-4201.

Sincerely,

HILTON HOTELS CORPORATION



Name: John Dent
Title: Vice President and Senior Counsel

cc: CNL Hospitality Properties, Inc.
CNL Center at City Commons
450 South Orange Avenue
Orlando, FL 32801
Attn: Vice President

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
Attn: William Dymond, Esq.

AGREEMENT OF ASSIGNMENT OF MANAGEMENT AGREEMENT

Agreement of Assignment of Management Agreement (this "Agreement") made as of the 24th day of October 2007 by and between Hilton Hotels Corporation ("Assignor") and Hilton Management LLC ("Assignee").

Whereas Assignor represents as follows:

A. It is a party to that certain management agreement more particularly described on Schedule I hereto (as assigned, amended or supplemented from time to time, the "Management Agreement").

B. Pursuant to the Management Agreement, Assignor may assign the Management Agreement to a subsidiary or affiliate subject to all of the terms and conditions of the Management Agreement.

C. Assignee is a subsidiary of Assignor and enjoys the benefits of the Hilton organization in the same degree as Assignor.

Whereas Assignee desires to acquire by assignment all of Assignor's interest in the Management Agreement.

Now, therefore, it is agreed:

1. Assignor hereby assigns to Assignee all of its right, title and interest in the Management Agreement to the full extent permitted by the Management Agreement and subject to all of the terms and conditions found therein.

2. Assignee hereby accepts the assignment of the Management Agreement and agrees to be bound by all of the covenants and agreements to the same extent as though Assignee were the original party to the Management Agreement.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[rest of page intentionally left blank]

In witness whereof, Assignor and Assignee have executed this Agreement as of the day and year first above written.

Assignor

Hilton Hotels Corporation

By: _____
Name: W. Steven Standefer
Title: Senior Vice President

Assignee

Hilton Management LLC

By: _____
Name: Robert Harper
Title: Vice President

Schedule I

Properties for Which Management Agreements are Assigned

1. Management Agreement dated December 17, 2003 by and between CHH Torrey Pines Tenant Corp ("Owner") and Hilton Hotels Corporation ("Manager") (as amended from time to time, the "Management Agreement") relating to that certain Hilton La Jolla Torrey Pines hotel located at 10950 North Torrey Pines Road, La Jolla, California.

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to CHSP MISSION BAY LLC, a Delaware limited liability company, dba Hyatt Regency Mission Bay Spa and Marina (Lessee/Sublessor), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

A. City and Lessee/Sublessor's predecessor-in-interest entered into a City of San Diego Lease Agreement (Agreement), filed as document RR-300863 in the Office of the San Diego City Clerk, which was assigned to Lessee/Sublessor under the City of San Diego Consent to Assignment dated September 6, 2012, (Assignment) (the Agreement and Assignment are hereafter jointly referred to as the Master Agreement) relating to that certain City-owned real property located at 1441 Quivira Road, San Diego, California 92109, commonly known as "Hyatt Regency Mission Bay Spa and Marina," and more particularly described in the Master Agreement (Premises).

B. Lessee/Sublessor now desires to sublease a portion of the Premises, said portion being a section of the sportfishing dock as more specifically agreed upon between Lessee/Sublessor and The Marchi Corporation, Inc., a California Corporation, dba Gone Sailing (individually or jointly "Sublessee") by entering into a certain Charter Boat Lessee Agreement. The sportfishing dock is depicted on Exhibit A, which is attached hereto.

C. The Master Agreement requires that Lessee/Sublessor obtain City's consent to sublease the Premises, or any portion thereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and with the incorporation of the above-listed Recitals into this Consent, the City consents to the sublease of a portion of the Premises, provided that all of the following conditions are and remain true throughout the term of the sublease:

1. Subject to the terms and conditions herein, City hereby consents to Lessee/Sublessor's request to sublease a portion of its right, title and interest in and to the Premises to Sublessee. By giving this Consent, City is merely consenting to the sublease request, the City is not consenting to, approving, accepting or agreeing to be bound by any term or condition of the Charter Boat Lessee Agreement which Lessee/Sublessor and Sublessee enter into.

2. The terms and conditions of the Master Agreement shall control and supersede any inconsistent or contrary provisions in any Charter Boat Lessee Agreement executed between Lessee/Sublessor and the Sublessee. City shall not be bound by any term or condition of the sublease which in any way conflicts with the City's rights or would

otherwise result in increasing the City's obligations or decreasing the Lessee/Sublessor's obligations under the Master Agreement; and

3. City's Consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations, and that it will keep and perform all covenants, conditions and provisions of the Master Agreement applicable to the rights acquired as a "Lessee" under the Master Agreement (which rights and obligations include, but are not limited to, the Sublessee's obligation to indemnify the City in the manner set forth in Section 7.1 of the Master Agreement, and to comply with all insurance requirements in the manner set forth in Section 7.2 of the Master Agreement); and

4. City does not release, discharge or modify Lessee/Sublessor's obligations to City under the Master Agreement. As set forth in applicable law, Lessee/Sublessor's obligations under the Master Agreement shall survive said Charter Boat Lessee Agreement and shall continue through the termination date of the Master Agreement, as set forth therein; and

5. This Consent does not constitute consent to any subsequent subleasing of any interest in and to the Premises subject to the Master Agreement.

6. Lessee/Sublessor agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent.

7. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the Charter Boat Lease Agreement. Further, Lessee/Sublessor agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Consent to sublease is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO,
a California municipal corporation

Date: 4/17/17

By: _____
Cybele Thompson
Director, Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 4/27/17

By: _____
Alyssa M. Muto, Deputy Director
Environmental and Policy Analysis

Approved as to form this 24th
day of April, 2017

MARA W. ELLIOTT, City Attorney

BY: Melissa Ables
Name: Melissa Ables
Title: Deputy City Attorney