

EXHIBIT F



Hilton Worldwide
7930 Jones Branch Drive
Suite 1100
McLean, VA 22102

September 17, 2013

UBS Real Estate Securities Inc.
Attention: UBS Real Estate Finance Transaction Management
1285 Avenue of the Americas
New York, NY 10019

Re: Hilton Garden Inn – Morgantown, WV – Facility No. 43606

Ladies and Gentlemen:

HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company ("Franchisor") and MOUNTAIN BLUE HOTEL GROUP, LLC, a Georgia limited liability company ("Franchisee") are parties to a franchise agreement dated May 30, 2008, including all amendments, riders, supplemental agreements and assignments (collectively, "Franchise Agreement"). Franchisee operates the Hilton Garden Inn – Morgantown hotel located at 150 Suncrest Towne Centre Drive, Morgantown, WV 26505 ("Hotel") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of \$15,470,000 dated September 17, 2013, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated ("Loan"), from UBS REAL ESTATE SECURITIES INC., a Delaware corporation ("Lender") to Franchisee to be used for the direct benefit of the Hotel.

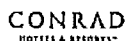
Reference is also made to a letter agreement dated October 23, 2009, by and among Franchisor, Emerald Coast Hospitality, LLC, predecessor-in-interest to Franchisee, and American National Insurance Company ("Existing Comfort Letter").

1. Cure Period.

(a) Notice and Cure Period. Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box. Lender shall have the right, but not the obligation, to cure the default within a cure period of fifteen (15) calendar days beyond the expiration of the cure period, if any, given to Franchisee ("Lender's Cure Period").

(b) Non-Monetary Default Requiring Possession to Cure. If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (an "Acquisition"), Lender may have an additional period not to exceed one hundred eighty (180) calendar days ("Additional Period") commencing at the expiration of Lender's Cure Period. The Additional Period is for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings, and may be extended by Franchisor in its determination if requested by Lender. If Lender wants the Additional Period, Lender must: (i) notify Franchisor no later than the date it commences proceedings that it wants the Additional Period; (ii) commence proceedings within Lender's Cure Period and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel.

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If Lender commences a foreclosure or other proceeding intended to result in the Acquisition but Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee's default during Lender's Cure Period, Lender may exercise the rights under this letter agreement if Lender (i) notifies Franchisor of its proceeding as required by this letter agreement and confirms its intention to proceed under the terms of this letter agreement and (ii) subsequently completes its Acquisition within one hundred eighty (180) calendar days of the date Lender commenced its proceeding (as such one hundred eighty (180) day period may be extended by Franchisor in its determination if requested by Lender). Lender must also comply with the obligations in subparagraph 1(b)(iii) while the Acquisition is pending. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement during the Lender's Cure Period or any Additional Period if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide, Inc. ("HWI") or its subsidiaries; (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender; or (iv) Lender materially breaches the terms of this letter agreement.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement or other documentation that Franchisor considers reasonably necessary.

2. Acquisition and Assumption.

(a) Election to Terminate. If Lender completes its Acquisition before the expiration of the applicable time periods set forth in Paragraph 1, Lender may elect to terminate the Franchise Agreement. Lender must give written notice to Franchisor within twenty (20) calendar days after the Acquisition of its election to terminate. The termination will be effective twenty (20) calendar days after receipt by Franchisor of the notice. If Lender elects to terminate the Franchise Agreement, Lender shall not be liable for any liquidated damages for early termination. Lender shall be solely liable for all fees and obligations of Franchisee that accrue during the time period from the date of the Acquisition through the termination date and the de-identification obligations following termination of the Franchise Agreement.

(b) Assumption. If Lender does not elect to terminate the Franchise Agreement, then the Franchise Agreement will continue in full force and effect. Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition for the remainder of the term and will be obligated to perform all of the obligations of "Franchisee" under the Franchise Agreement existing at or accruing after the Acquisition date ("**Assumption**"). Lender must, at Franchisor's request, enter into Franchisor's then current form assumption agreement ("**Assumption Agreement**") to document the Assumption. Lender will within ten (10) business days after the request by Franchisor provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined in Paragraph 7(a) of this letter agreement) and prepare the Assumption Agreement. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will deliver the Assumption Agreement to Lender, and Lender will execute and return the Assumption Agreement to Franchisor within ten (10)

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business days after Franchisor delivers it. Lender's failure to timely execute and deliver to Franchisor the Assumption Agreement shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. The conditions contained in the transfer provisions of the Franchise Agreement relevant to a new Franchisee as determined appropriate by Franchisor shall apply with respect to the Assumption, including but not limited to submission by Lender of its ownership structure, organizational documents and evidence of insurance. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. No transfer fee will be imposed. However, Lender agrees to pay Franchisor a processing fee for the Assumption equal to the fee for a permitted transfer in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the fee will be Five Thousand Dollars (\$5,000). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of subparagraph 1(b), except for personal and non-curable defaults as defined below, within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender's Acquisition. The term "personal and non-curable defaults" as used in this subparagraph shall collectively mean such default (i) occurred before the date of Lender's Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (e.g., failure to provide adequate notice or past failure to maintain Franchisee's company status); and (iv) is unrelated to the operation of the Hotel.

(c) Subsequent Sale. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party, and payment of an application fee.

3. Notice. Lender agrees to notify Franchisor (a) before the commencement of any action that may result in an Acquisition (such as a foreclosure proceeding), (b) before the filing of a petition for appointment of a receiver or any other action initiated by Lender that impacts the operations of the Hotel, (c) promptly after any Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but Lender's failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 14. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or of foreclosure, or any other judicial or administrative order from an action initiated by Lender that impacts the operation of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide, Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, Virginia 22102

4. Subordination. Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

5. Confidentiality and Non-Disclosure. The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting Franchisee's or Lender's respective employees, directors, officers, agents, regulators or legal and financial representatives on a need-to-know basis, and/or unless as required by law or as mutually agreed to by the parties and/or as part of any due diligence performed as a part of a sale, participation or securitization of the Loan by Lender. As part of such disclosure, except for disclosure required by government regulation, Lender or Franchisee must ensure that third parties are advised of, and agree to be bound by, the terms of this confidentiality provision. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise

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make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

6. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan, Franchisee hereby:

(a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a "**Claim**"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against HWI and its subsidiaries and affiliates ("**Hilton**") under the Franchise Agreement or the Existing Comfort Letter.

(b) agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Hilton has no obligations of any kind under the Existing Comfort Letter.

(c) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(d) agrees that this letter agreement was provided to Lender at Franchisee's request.

(e) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall, or may exist ("**Released Claims**"), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement or the Existing Comfort Letter. Franchisee acknowledges that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

7. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan, Lender hereby:

(a) certifies to Franchisor that Lender is not a Sanctioned Person. "**Sanctioned Person**" means any person or entity (including financial institutions) who is, or is owned or controlled by, or acting on behalf of any of the foregoing: (a) the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria ("**Sanctioned Countries**"); (b) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; (c) identified from by any government or legal authority under applicable Trade Restrictions as a person with whom dealings and transactions by Franchisee and/or its Affiliates are prohibited or restricted, including but not limited to persons designated under United Nations Security Council Resolutions, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State's lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and

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entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act and relevant equivalent restricted party listings maintained by other relevant jurisdictions.

(b) agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated.

(c) fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by or through Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement.

8. **Franchisor Estoppel.** Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor's knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no default currently exists under the Franchise Agreement. "**Franchisor's knowledge**" means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "**Default**" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the general manager or the management company for the Hotel (collectively, "**Management**") made by Lender or a receiver is subject to Franchisor's prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management.

11. **Collateral Assignment.** If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee's obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor's consent to the collateral assignment. Lender's rights in connection with the Franchise Agreement as assigned are governed by the terms and conditions in this letter agreement.

12. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor's consent is not required for any assignment to:

(a) a direct or indirect subsidiary of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee of a securitized pool of loans and (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new "Lender" and the new address for notice. If Lender fully complies with the provisions of this subparagraph, Franchisor will recognize the trustee as "Lender" under this letter

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agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this subparagraph.

13. **Execution.** Franchisee and Lender must sign three (3) duplicate originals of this letter agreement and return them to Franchisor to the attention of Shelley Weatherbie, Legal Department, at Hilton Worldwide, Inc., 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled, and will provide fully-executed originals for Lender and Franchisee. This letter agreement may be signed in counterparts, each of which will be considered an original.

14. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor's authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor's offer to enter into this letter agreement will be automatically withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor's part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement.

Sincerely,


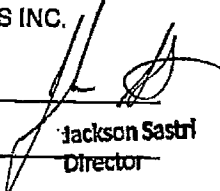
HILTON GARDEN INNS FRANCHISE LLC

Signature Blocks on Following Page

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LENDER:

UBS REAL ESTATE SECURITIES INC.


By: 
Name: Racquel A. C. Small 
Director Director
Title: _____

Accepted and agreed to _____, 2013

FRANCHISEE:

MOUNTAIN BLUE HOTEL GROUP, LLC
a Georgia limited liability company

By: TARA HOTEL MANAGEMENT, INC.,
a Georgia corporation,
its manager

By: 
Name: William A. Abruzzino
Title: President

Accepted and agreed to _____, 2013

FRANCHISOR:

HILTON GARDEN INNS FRANCHISE LLC

By: _____
Name: _____
Title: Authorized Signatory

Effective Date: _____, 2013

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LENDER:

UBS REAL ESTATE SECURITIES INC.

By: _____

Name: _____

Title: _____

Accepted and agreed to _____, 2013

FRANCHISEE:

MOUNTAIN BLUE HOTEL GROUP, LLC
a Georgia limited liability company

By: TARA HOTEL MANAGEMENT, INC.,
a Georgia corporation,
its manager

By: _____

Name: _____

Title: _____

Accepted and agreed to _____, 2013

FRANCHISOR:

HILTON GARDEN INNS FRANCHISE LLC

By: Michael Weatherbie

Name: Michael Weatherbie

Title: Authorized Signatory

Effective Date: September 20, 2013

**ASSIGNMENT AND ASSUMPTION OF,
AND AMENDMENT TO, LICENSE AGREEMENT**

**HILTON GARDEN INN MORGANTOWN
(Morgantown, West Virginia)**

THIS ASSIGNMENT AND ASSUMPTION OF, AND AMENDMENT TO, LICENSE AGREEMENT (the "Agreement") is entered into as of the 17th day of September, 2013 (the "Closing Date"), by and among EMERALD COAST HOSPITALITY, LLC, a Georgia limited liability company ("Assignor"), and MOUNTAIN BLUE HOTEL GROUP, LLC, a Georgia limited liability company ("Assignee"), and HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company ("Licensor"), with respect to the Hilton Garden Inn Morgantown, located at 150 Suncrest Towne Centre Drive, Morgantown, West Virginia 26505 ("Hotel").

RECITALS

A. **WHEREAS**, Assignor and Licensor are parties to that certain Franchise License Agreement dated May 30, 2008, (with amendments, addenda, riders, supplement agreements and assignments, the "License Agreement") under which Licensor granted a license to Assignor to operate the Hotel.

B. **WHEREAS**, Assignor has transferred title to the real property on which the Hotel is located to Assignee as evidenced by that certain Deed dated as of the Closing Date and recorded in the County of Monongalia, State of West Virginia,

C. **WHEREAS**, Assignor desires to transfer and assign to Assignee all of its right, title, and interest under the License Agreement, and Assignee desires to accept such transfer and assignment and assume the obligations of Assignor under the License Agreement.

D. **WHEREAS**, Licensor and Assignee desire to amend certain provisions of the License Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Assumption.** Assignor does hereby sell, transfer, assign and set over unto Assignee all of Assignor's right, title, and interest in, to and under the License Agreement; and Assignee does hereby assume and agree to perform all the obligations of Assignor under the License Agreement existing at or accruing after the Closing Date.

2. **Amendment to License Agreement.**

a. The Licensee Name and Address (Principal Legal Correspondent) as set forth in Attachment B of the License Agreement is hereby deleted and the following is hereby inserted in its place and stead:

Licensee Name and Address (Principal Legal Correspondent):	Mountain Blue Hotel Group, LLC 2905 Piedmont Road, NE - Suite C Atlanta, Georgia 30305 (Attention: George H. Freisem) Telephone: (404) 974-4845 Facsimile: (404) 266-3458 E-mail: gfreisem@frsmlaw.com
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b. The Address of Hotel as set forth in Attachment B of the License Agreement is hereby deleted and the following is inserted in its place and stead:

Address of Hotel:	150 Suncrest Towne Centre Dr Morgantown, West Virginia 26505
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c. Paragraph 16.f. of the License Agreement is hereby deleted and the following is hereby inserted in its place and stead:

f. Notices. Notices under this Agreement must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid overnight mail, registered or certified, with return-receipt requested, addressed as follows: Notices to us must be sent to us at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102, ATTN: General Counsel. We will send notices to your address set forth in the Rider. If you want to change the name or address for notice to you, you must do so in writing, signed by you or your duly authorized representative, designating a single address for notice, which may not be a P.O. Box, in compliance with this subparagraph. Notice will be deemed effective upon the earlier of: 1) receipt or first refusal of delivery; 2) one day after posting if sent via overnight commercial delivery service or overnight United States Mail; or 3) three days after placement in the United States mail if overnight delivery is not available to the notice address.

d. The ownership structure of Licensee as set forth in Schedule 1 to Attachment B of the License Agreement is hereby deleted and the Schedule 1 attached hereto is inserted in its place and stead.

3. **ADA Survey Instrument.** Assignee must conduct, or have an approved third-party conduct, a survey of the Hotel's guestrooms and parking using a survey instrument that will be provided to Assignee by Hilton Worldwide, Inc. to determine compliance with Title III of the American's with Disabilities Act (the "**Survey Instrument**"). Any areas of non-compliance will need to be remediated within five to seven years after execution of this Amendment as a condition of the continued operation of the Hotel under the System. Once the Survey Instrument is provided to Assignee, Assignee will have ninety days to complete it.

4. **Consent.** Licensor does hereby consent to the above assignment and assumption of the License Agreement.

5. **Estoppel and Release.** In consideration of the foregoing, including without limitation the consent of Licensor to the above assignment and assumption of the License Agreement, Assignor and Assignee each hereby (i) certifies to Licensor that the License Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver or estoppel (collectively, a "**Claim**"), or condition that could with the passage of time, giving of notice or otherwise

become a Claim, currently exists or has existed against Licensor and its affiliates under the License Agreement; (ii) fully and forever releases, discharges, and agrees to hold harmless Licensor, its predecessors, successors and assigns and each of their former and present officers, employees, directors, shareholders, members, parents, subsidiaries, affiliates, alter egos, partners, representatives, agents, and attorneys (collectively, the "Released Parties"), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall, or may exist, based on any facts, events, or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain, or relate in any way to the License Agreement (the "Released Claims").

Assignor and Assignee each hereby acknowledges that there is a possibility that subsequent to the execution of this Agreement, Assignor or Assignee will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Assignor or Assignee at that time may have materially affected Assignor's or Assignee's decision to execute this Agreement. Assignor and Assignee each hereby acknowledges and agrees that by reason of this Agreement and the release contained in this Agreement, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Assignor and Assignee have been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Assignor and Assignee each knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect. In connection with such waiver and relinquishment Assignor and Assignee each hereby acknowledges that each is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true with respect to the matters released herein. Nevertheless, it is the intention of Assignor and Assignee, through this Agreement, and with the advice of its respective counsel, to fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have existed between and among the parties hereto. Assignor and Assignee each hereby acknowledges that it has been advised by its respective legal counsel, understands and acknowledges the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

Failure to satisfy these conditions shall be deemed a breach of Assignee's obligations under the License Agreement.

Assignor and Assignee will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding of any kind whatsoever, by way of action, defense, set-off, cross-complaint or counterclaim, against the Released Parties based on, arising out of or in connection with any Released Claim except for actions commenced to enforce any rights conferred in this Agreement.

7. **Notices.** Notices to Assignee under Subparagraph 16.f. of the License Agreement are to be made to Assignee at the address set forth for Assignee in Paragraph 2 above.

8. **Controlling Law; Venue.** All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be governed by the internal laws of the state designated in the License Agreement. Any action or proceeding related to or arising out of this

Agreement shall be submitted and resolved exclusively by a court of competent jurisdiction located in the forum designated in the License Agreement, if such designation is made. The parties stipulate that such forum is convenient to them.

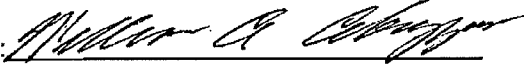
9. **Counterparts.** This Agreement may be executed in any number of counterparts, and delivered via facsimile transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Capitalized Terms and Remaining Provisions.** All capitalized terms not expressly defined herein shall have the meanings set forth in the License Agreement. Except as expressly modified hereby, the License Agreement shall remain unmodified and in full force and effect.

11. **Authority.** Assignor and Assignee each hereby represents and warrants that the individual signing this Amendment on its behalf has the necessary authority and legal capacity to execute this instrument and represent it hereunder.

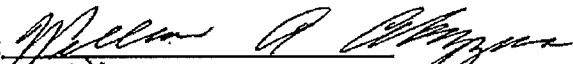
IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed, which has an effective date as of the Closing Date.

Assignor:
EMERALD COAST HOSPITALITY, LLC
a Georgia limited liability company

By: 
Name: William A. Abruzzino
Title: Managing Member
Executed on: August 30, 2013

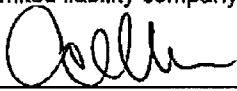
Assignee:
MOUNTAIN BLUE HOTEL GROUP, LLC
a Georgia limited liability company

By: Tara Hotel Management, Inc.
(a Georgia corporation)
Its manager:

By: 
Name: William A. Abruzzino
Title: President
Executed on: August 30, 2013

(signatures continued on next page)

Licensors:
HILTON GARDEN INNS FRANCHISE LLC
a Delaware limited liability company

By: 

Name: Adrian Kurre

Title: Authorized Signatory

Executed on: September 20, 2013

SCHEDULE 1

Your Ownership Structure:

**Mountain Blue Hotel Group, LLC
(a Georgia limited liability company)**

Name			Nature of Ownership Interest	% Interest
Tara Hotel Management, Inc. (a Georgia corporation)			Manager	0%
Shareholder(s):				
William A. Abruzzino, President		100%		
William A. Abruzzino			Member	1%
Rebecca A. Abruzzino			Member	29%
Martha A. Hughes			Member	10%
Martha Hughes, as Trustee of the William A. Abruzzino and Rebecca A. Abruzzino Generation Skipping Trust			Member	10%
Judy Nunnally			Member	10%
Jaron Smalley			Member	2%
Mark A. Abruzzino			Member	10%
Rebecca A. Abruzzino, as Trustee for Robert A. Abruzzino			Member	10%
AA Property, LLC (a West Virginia limited liability company)			Member	12%
Members:				
Larry Puccio (managing member)		50%		
Joe Manchin, III		50%		
Peachtree Village Partners, LLC (a Georgia limited liability company)			Member	6%
Members:				
George H. Freisem (managing member)		50%		
Allen C. Freisem		50%		