

**CONSENT TO THAT CERTAIN
ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPMENT AGREEMENT**

WHEREAS, JQH - SAN MARCOS DEVELOPMENT, LLC, a Missouri limited liability company (“Assignor”) has agreed to sell, assign, transfer and convey to JDHQ HOTELS LLC, a Delaware limited liability company (“Assignee”), and Assignee has agreed to assume all of Assignor’s right title and interest under that certain Master Development Agreement, dated as of March 5, 2006, by and between THE CITY OF SAN MARCOS, TEXAS, a Texas municipal corporation, as lessor (the “City”) and Assignor, as developer, and guaranteed by JOHN Q. HAMMONS REVOCABLE TRUST, DATED DECEMBER 28, 1989, as amended and restated (“JQH”), pursuant to that certain Trust Guaranty Agreement, dated March 6, 2006, by JQH in favor of the City, and as amended by (i) that certain First Amendment to Master Development Agreement, dated as September 20, 2006, by and between Assignor, JQH and the City, (ii) that certain Second Amendment to Amendment to Master Development Agreement, dated as of October 3, 2006, by and between Assignor, JQH and the City, (iii) that certain Third Amendment to Master Development Agreement, dated as of January 24, 2007, by and between Assignor, JQH and the City, and (iv) that certain Fourth Amendment to Master Development Agreement, dated as of September 6, 2007, by and between Assignor, JQH and the City (the “Master Development Agreement”).

The City hereby consents to the assignment of all of Assignor’s right title and interest under the Master Development Agreement to Assignee pursuant to the Assignment and Assumption of Master Development Agreement (“Assignment”) to which this consent (“Consent”) is attached and confirms that the Master Development Agreement shall continue in full force and effect as assigned to Assignee pursuant to the Assignment.

Except as expressly set forth in this Consent, this Consent shall not impose any additional liabilities or obligations on the City or otherwise affect any of the rights or remedies of the City under the Master Development Agreement.

This Consent shall not constitute the City’s consent to any further assignment, subletting or other transfer which requires the City’s consent under the Master Development Agreement.

Please send all future notices and correspondence related to the Ground Lease to the following address:

JDHQ HOTELS LLC
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016
Attention: President

with a copy to:

JDHQ HOTELS LLC
c/o Atrium Holding Company

1144 Avenue of the Americas, 39th Floor
New York, NY 10036
Attn: General Counsel

and a copy to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Andrew Small, P.C.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Executed as of this ____ day of _____, 2018.

THE CITY OF SAN MARCOS, TEXAS,
a municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

COUNTY OF HAYS)
) ss:
STATE OF TEXAS)

On _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

State of Texas
My Commission Expires: _____