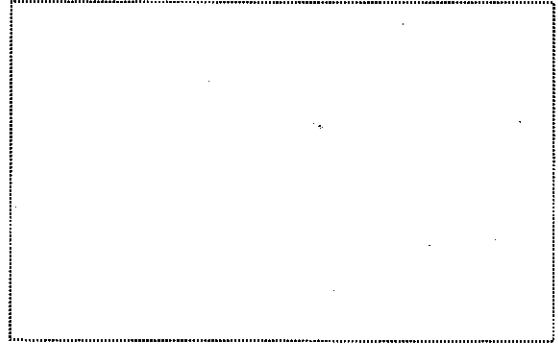


Prepared by and Return to:  
Arnold & Porter LLP  
555 12<sup>th</sup> Street, N.W.  
Washington, D.C. 20004  
Attn: Michael Goodwin, Esq.



### ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR A1A PEDESTRIAN BRIDGE

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR A1A PEDESTRIAN BRIDGE ("*Assignment*") is dated as of the \_\_\_\_ day of December, 2014 (the "*Effective Date*"), by and between A1A Trader, LLC, a Delaware limited liability company ("*Assignor*"), and DiamondRock FL Owner, LLC, a Delaware limited liability company ("*Assignee*"), with reference to the following facts:

A. Pursuant to the Purchase and Sale Agreement dated as of October 10, 2014 ("*Agreement*"), by and between, Assignor, as seller, and DiamondRock Acquisition, LLC, a Delaware limited liability company, as purchaser ("*Initial Purchaser*"), as assigned by Initial Purchaser to Assignee pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement dated on or about the date hereof, Assignee is acquiring certain real property, together with all structures and other improvements located thereon and thereunder, commonly known as the Westin Fort Lauderdale Beach Resort & Spa (the "*Hotel*").

B. Pursuant to that certain Agreement dated July 30, 1993 between the City of Fort Lauderdale (the "*City*") and Gill Hotel Company, a Florida corporation ("*Gill*"), a copy of which is recorded in Official Records Book 20928, page 294 of the public records of Broward County, Florida (the "*A1A Pedestrian Bridge Agreement*"), the City and Gill were the joint applicant and permittee for a State of Florida Department of Transportation Permit Number S-86050-1242-91C dated July 8, 1993 (the "*Original Permit*") for a pedestrian overpass from the Hotel over a portion of State Road A1A (the "*A1A Pedestrian Bridge*"), as such A1A Pedestrian Bridge Agreement was assigned and assumed by Assignor pursuant to that certain Assignment and Assumption of Agreement dated June 1, 2005 between Gill and Assignor. Assignor and the City subsequently were the joint applicant and permittee with respect to a replacement permit having Department Permit Number 91-S-491-1242 dated September 15, 2005 with respect to the A1A Pedestrian Bridge (together with the Original Permit, the "*Permit*"). Capitalized terms not defined herein shall have the meaning provided in the Agreement.

C. Pursuant to the Agreement, Assignor is to assign, transfer and convey to Assignee all of Assignor's right, title and interest in the A1A Pedestrian Bridge Agreement and the Permit.

NOW, THEREFORE, in consideration of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER and DELIVER all of Assignee's right, title and interest in and to the A1A Pedestrian Bridge Agreement and Permit.

Assignee assumes all covenants, liabilities and obligations of Assignor relating to the A1A Pedestrian Bridge Agreement and Permit which are applicable to the period, and required to be performed, from and after the Effective Date.

Assignee shall indemnify, defend and hold Assignor harmless from and against all liabilities and obligations of Assignor relating to the A1A Pedestrian Bridge Agreement and Permit to the extent that such obligations are applicable to the period, and required to be performed, from and after the Effective Date.

The parties hereby acknowledge that copies of the A1A Pedestrian Bridge Agreement and Permit have been delivered to Assignee.

If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including reasonable fees of attorneys, expert witnesses, accountants, court reporters, and others) incurred in connection therewith including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Assignment against another where such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so. This Assignment shall be governed by the laws of the State of Florida. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

This Assignment is given in favor of the City which is a third-party beneficiary of this Assignment. The City has the right to enforce the terms, covenants, conditions and obligations of the A1A Pedestrian Bridge Agreement against the Assignee from and after the date hereof.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

**ASSIGNOR:**

**A1A Trader, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date \_\_\_\_\_, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing annexed instrument, who being by me first duly sworn, did depose and state that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and he/she as such, being authorized so to do, executed the foregoing and annexed instrument on behalf of said agency and acknowledged the same as its free and lawful act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires: \_\_\_\_\_

**ASSIGNEE:**

**DiamondRock FL Owner, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date \_\_\_\_\_, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing annexed instrument, who being by me first duly sworn, did depose and state that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and he/she as such, being authorized so to do, executed the foregoing and annexed instrument and acknowledged the same as its free and lawful act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires: \_\_\_\_\_

[Signature Page to Assignment and Assumption of Agreement for A1A Pedestrian Bridge]

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR A1A  
PEDESTRIAN BRIDGE**

In accordance with Section 20 of the A1A Pedestrian Bridge Agreement, the undersigned hereby acknowledges its consent to the Assignment and Assumption of Agreement for A1A Pedestrian Bridge to which this Consent is attached by and between A1A Trader, LLC, as assignor and DiamondRock FL Owner, LLC, as assignee.

IN WITNESS WHEREOF, the City of Fort Lauderdale has caused these presents to be executed in its name by its Mayor and City Manager, and its seal to be hereto affixed, attested by its City Clerk, this \_\_\_\_ day of \_\_\_\_\_, 2015.

[remainder of page left intentionally blank; signatures to follow]

[Consent to Assignment and Assumption of Agreement for A1A Pedestrian Bridge]

WITNESSES:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Assistant City Attorney

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date \_\_\_\_\_, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing annexed instrument, who being by me first duly sworn, did depose and state that he/she is the \_\_\_\_\_ of the City of Fort Lauderdale, and he/she as such, being authorized so to do, executed the foregoing and annexed instrument and acknowledged the same as its free and lawful act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires: \_\_\_\_\_

WITNESSES:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Assistant City Attorney

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date \_\_\_\_\_, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing annexed instrument, who being by me first duly sworn, did depose and state that he/she is the \_\_\_\_\_ of the City of Fort Lauderdale, and he/she as such, being authorized so to do, executed the foregoing and annexed instrument on behalf of said agency and acknowledged the same as its free and lawful act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires: \_\_\_\_\_

[Consent to Assignment and Assumption of Agreement for A1A Pedestrian Bridge]