

PRIVILEGED & CONFIDENTIAL

**RECORDING REQUESTED BY AND
UPON RECORDATION RETURN TO:**

SSD HOLDINGS, LLC
c/o KSL Capital Partners Management V, LLC:
100 St. Paul St., Suite 800
Denver, Colorado 80206
Attention: Kevin Rohnstock

The undersigned declare(s):

DOCUMENTARY TRANSFER TAX IS \$ _____

- ☒ Computed on full value of the interest or property conveyed, or
☐ Computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated Area
☒ City of San Diego

Assessor Parcel Number: 760-010-09-00

**ASSIGNMENT AND ASSUMPTION OF
TENANT'S INTEREST IN GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN GROUND LEASE (this "Assignment") is made and entered into as of [●], 2019 (the "Effective Date"), by and between HOST SAN DIEGO HOTEL LLC, a Delaware limited liability company ("Assignor"), and SSD HOLDINGS, LLC, a Delaware limited liability company ("Assignee") with reference to the following:

RECITALS

A. Assignor is the last and current assignee/successor ground tenant of that certain real property located in the City of San Diego, County of San Diego, State of California, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), pursuant to that certain ground lease described on Schedule I attached hereto and made a part hereof, as the same may have been amended from time to time (the "Ground Lease").

B. Assignor desires to grant, assign, transfer, convey and set over to Assignee, and Assignee desires to acquire, all of Assignor's estate, right, title and interest in and to the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant, Warrant and Assignment. Effective as of the Effective Date, Assignor hereby GRANTS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, AND SETS OVER unto Assignee, all of Assignor's right, title and interest in and to the Ground Lease, together with any and all rights and appurtenances thereto in any way belonging to Assignor.

SUBJECT TO (the "Permitted Exceptions"):

(a) the terms and conditions of the Ground Lease;

(b) all taxes and assessments not yet due and payable and all water and sewer services assessed against the Land not yet due and payable;

(c) all zoning and use laws, ordinances, rules and regulations of any city, municipality, township, parish, county, state or other governmental agency or authority affecting the Land;

(d) All recorded covenants, conditions, restrictions, easements, servitudes, rights, rights-of-way, prior reservations of oil, gas and other minerals, liens, encumbrances and other matters of record to the extent now in force and applicable (but such recitation shall not reimpose any of the foregoing); and

(d) all matters that an accurate survey or physical inspection of the Land would disclose.

TO HAVE AND TO HOLD forever the above described rights, titles and interests without warranty (other than any express representations and warranties with respect to the Ground Lease contained in any separate written agreement between Assignor or any affiliate thereof, on the one hand, and Assignee, on the other hand) unto Assignee, its successors and assigns, subject to the Permitted Exceptions.

2. Acceptance and Assumption. Effective as of the Effective Date, Assignee does hereby accept the assignment of the Ground Lease and assumes the obligations under the Ground Lease first accruing or arising from and after the Effective Date.

3. Counterparts. This Assignment may be signed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

4. Governing Law. This Assignment shall be construed, interpreted, and enforced pursuant to the applicable laws of the State in which the Land is located, without reference to conflict of laws principles.

5. Miscellaneous. Each of Assignor and Assignee agrees to execute, notarize and deliver such other documents or instruments as may be reasonably necessary or desirable to effect the assignment and assumption of the Ground Lease hereunder. If either party brings any action or suit against the other arising from or interpreting this Assignment, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorneys' fees, whether or not the same proceeds to final judgment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

[Signatures on following page]

Dated this ____ day of _____, 2019.

ASSIGNOR:

HOST SAN DIEGO HOTEL LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MARYLAND)
) ss

COUNTY OF _____)

On _____, 2019, before me, _____, a
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

[Signature pages continue on next page]

ASSIGNEE:

SSD HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss

COUNTY OF _____)

On _____, 2019, before me, _____, a
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)

EXHIBIT A

Legal Description

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

ALL THAT CERTAIN PORTION OF LAND CONVEYED TO THE SAN DIEGO UNIFIED PORT DISTRICT BY THAT CERTAIN ACT OF LEGISLATURE OF THE STATE OF CALIFORNIA PURSUANT TO CHAPTER 67, STATUTES OF 1962, FIRST EXTRAORDINARY SESSION, AS AMENDED, AND DELINEATED ON THAT CERTAIN MISCELLANEOUS MAP NO. 564, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON MAY 28, 1976, FILE NO. 76-164686, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

COMMENCING AT A 3" DIAMETER BRASS DISK MONUMENT STAMPED "SDUPD-005" AS SHOWN ON RECORD OF SURVEY MAP NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000; THENCE ALONG A TIE-LINE NORTH 52°15'20" EAST A DISTANCE OF 127.33 FEET (CALCULATED) TO THE TRUE POINT OF BEGINNING OF PARCEL NO. 1; SAID POINT ALSO BEING ON A 18,922.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL BEARING TO SAID POINT BEARS NORTH 03°00'00" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'34" A DISTANCE OF 1015.90 FEET; THENCE LEAVING SAID CURVE NORTHERLY ALONG A RADIAL BEARING OF NORTH 00°04'34" EAST A DISTANCE OF 228.00 FEET TO A POINT ON A 19,150.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY AND CONCENTRIC WITH LAST SAID 18,922.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 03°04'34" A DISTANCE OF 1028.15 FEET; THENCE LEAVING SAID CURVE SOUTH 03°00'00" EAST A DISTANCE OF 228.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL NO. 1; CONTAINING 233,022 SQUARE FEET OR 5.35 ACRES OF TIDELAND AREA.

PARCEL NO. 2

COMMENCING AT A 3" DIAMETER BRASS DISK MONUMENT STAMPED "SDUPD-005" AS SHOWN ON RECORD OF SURVEY MAP NO. 16668, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER ON JULY 25, 2000; THENCE ALONG A TIE-LINE NORTH 52°15'20" EAST A DISTANCE OF 127.33 FEET (CALCULATED) TO A POINT ON A 18,922.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL

BEARING TO SAID POINT BEARS NORTH 03°00'00" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'34" A DISTANCE OF 1015.90 FEET; THENCE LEAVING SAID CURVE ALONG A RADIAL BEARING OF NORTH 00°04'34" EAST A DISTANCE OF 228.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL NO. 2, SAID POINT BEING ON A 19,150.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY; THENCE WESTERLY AND CONCENTRIC WITH LAST SAID 18,922.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 03°04'34" A DISTANCE OF 1028.15 FEET; THENCE LEAVING SAID CURVE ALONG A RADIAL BEARING OF NORTH 03°00'00" WEST A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A 19,250.00 FOOT RADIUS CURVE; THENCE EASTERLY AND CONCENTRIC WITH LAST SAID 19,150.00 FOOT RADIUS CURVE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'34" A DISTANCE OF 1033.52 FEET; THENCE LEAVING SAID CURVE ALONG A RADIAL BEARING OF SOUTH 00°04'34" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL NO. 2, CONTAINING 103,083 SQUARE FEET OR 2.37 ACRES OF TIDELAND AREA.

THE ABOVE DESCRIBED TIDELANDS AREAS ARE DELINEATED ON THE SAN DIEGO UNIFIED PORT DISTRICT DRAWING NO. 006-001, DATED OCTOBER 2012 AND MADE A PART OF THIS AGREEMENT.

ALL BEARINGS AND DISTANCES IN THE ABOVE LEGAL DESCRIPTION ARE GRID, AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6, N.A.D. 83, EPOCH 1991.35.

APN: 760-010-09-00

SCHEDULE I

Ground Lease

Ground Lease by and between San Diego Unified Port District and Host San Diego Hotel LLC (Bay Tower) effective as of November 1, 2012.

Memorandum of Ground Lease (Bay Tower) by and between San Diego Unified Port District and Host San Diego Hotel LLC dated December 18, 2018, recorded [●], 2019 as Instrument [●].

DRAFT