

RESALE REMINDERS

As of November 2011



1. We understand that you are thinking of selling your unit. Hard Rock Hotel San Diego (the "Hotel") has been working closely with several brokers for three years now. They understand the project and rules for showing the units. You can obtain their names by calling Amanda Hess with Rock Royalty; however, you are under no obligation to use any of them.
2. If you plan to work with another brokerage not on the current list, we encourage you to have the broker/realtor call Amanda Hess for more details on showings, the history of the project, etc.
3. If you are participating in Evolution Hospitality's rental management program:
 - a. And intend to offer your unit for sale, you must inform Amanda Hess no later than five (5) days thereafter. [Section 4.6 of the Rental Management Agreement (RMA).]
 - b. The unit may not be shown/accessed at any time that it is being used by a guest, and then only when accompanied by representatives of the Hotel. Due to Hotel operations, the unit may not be available for showings during certain periods before or after a guest's occupancy. [Section 4.6 of the RMA.] To schedule showings of your unit, call the Rock Royalty Crew. Also, see the **BROKER AUTHORIZATION FORM** attached, which lays out additional details regarding showings, reservations, etc.
 - c. You have agreed to honor, and cause any buyer to honor, all Rental Commitments for the unit after a sale. The Rock Royalty Crew will be able to inform you of any commitments at the time of the sale. [Section 4.6 of the RMA.]
4. Upon the sale of the unit:
 - a. You are obligated to pay a **TRANSFER FEE of \$2,500**. Payment details will be provided to you at the time of the sale. [Section 4.3 of the UMA.]
 - b. There is a right of first refusal in the Unit Maintenance and Operation Agreement.
 - c. If you are participating in Evolution Hospitality's rental management program, your unit will be removed from the rental program. The last statement and check will be sent to you no more than 60 days thereafter so that any final adjustments may be made.

BROKER AUTHORIZATION FORM

November 2011



If you would like to authorize your real estate agent ("Agent") to call and make reservations to show your unit to prospective purchasers, you have the right form in your hands.

Please note the following:

- This form is stating that you have provided the Agent full access to your unit.
- The Hotel and Rock Royalty Crew are not responsible for monitoring the Agent's use of the unit.
- The Rock Royalty Crew will **not** inform you when the Agent makes a reservation or uses the unit.
- The Agent may make reservations in advance, which will count towards the 28-days annual allotment, regardless of whether or not the Agent is in the unit a short time.
- If no advance reservations are made, the Agent arrives, and the unit is available, the Agent will be provided a key. If the key is returned to Rock Royalty within an hour and no cleaning is required in the unit, the use will not count towards the 28-day annual allotment.
- If the unit requires any "refreshing" after your Agent's access (due to use of the bathroom, sitting on the bed, etc.), then a cleaning charge will be imposed as per the Unit Maintenance and Operation Agreement.

On page one (1), please fill in the Agent's contact details. On page two (2), please have all the Owner(s) on record with the Hotel, and on title, sign in acknowledgement of these elections to add the noted Agent.

Please return this form to the Rock Royalty Crew via fax at (619) 568-3423 or email at rrc@hardrockhotelsd.com.

BROKER AUTHORIZATION FORM

As of November 2011



Note: Please type or print legibly or this form may be delayed in processing.

The below named Owner(s) of Unit _____ grants the below named Agent the authority to independently make reservations against the 28-day annual allotment, as well as access the unit on a space-available basis, which may or may not count against the 28-day allotment.

| | | | |
|------------------|--|--------------------------|--|
| Mr./Ms. | | Full Name (Agent) | |
| Company | | | |
| Address | | | |
| City | | State and Zip | |
| Office Telephone | | Mobile Telephone | |
| Email | | | |

TERMS

1. You are responsible for ensuring that the Agent and his/her invitees comply with all Governing Documents, as well as the Hotels' Policies and Procedures.
2. You are responsible for the acts and omissions of your Agent, as well as all damage, injury and loss, caused by or resulting from such Agent and his/her invitees. Neither the Hotel nor Tarsadia Hotels or their respective employees and agents shall have any liability therefor and you shall indemnify, defend and hold all of them harmless from the acts and omissions of, and all damage, injury and loss resulting from, each such Agent and his/her invitees.
3. You will be liable for any charges made by such Agent and his/her invitees which are not paid for at the time of check-out.
4. This Authorization may only be revoked in a writing signed by you and the Hotel.
5. The Hotel is not obligated to honor this Broker Authorization Form and/or accept reservations from such Agent, and shall have no liability therefor.
6. The Hotel will not inform the Owner(s) of the unit with an Agent makes a reservation or accesses the unit.
7. This form is stating that you have provided the Agent full access to your unit.
8. The Hotel and Rock Royalty Crew are not responsible for monitoring the Agent's use of the unit.
9. The Agent may make reservations in advance, which will count towards the 28-days annual allotment, regardless of whether or not the Agent is in the unit a short time.
10. If no advance reservations are made, the Agent arrives, and the unit is available, the Agent will be provided a key. If the key is returned to Rock Royalty within an hour and no cleaning is required in the unit, the use will not count towards the 28-day annual allotment. However, if the unit requires any "refreshing" after your Agent's access (due to use of the bathroom, sitting on the bed, etc.), then a cleaning charge will be imposed as per the Unit Maintenance and Operation Agreement.

**** Form continued on the next page.**

Return Attention Rock Royalty Crew
Via fax – (619) 568-3423
Via email – rrc@hardrockhotelsd.com

BROKER AUTHORIZATION FORM

As of November 2011



Note: Please type or print legibly or this form may be delayed in processing.

OWNER(S) ACKNOWLEDGEMENT AND SIGNATURE

Designated Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

Owner (print)

Signature of Owner

Date

To be effective, Hard Rock Hotel San Diego must sign and return a copy of this form to you.

Received and Accepted:
Hard Rock Hotel San Diego

By: _____

Date: _____

AUTHORIZATION TO RELEASE INFORMATION
As of November 2011



Note: Please type or print legibly or this form may be delayed in processing.

The undersigned, _____, hereby authorizes and directs Evolution Hospitality, to disclose and release all such information, documents and other materials to all such persons (a "Disclosee" or "Disclosees") as, in each case, _____ (the "Broker") may from time to time request or direct regarding the undersigned and Unit ___ at Hard Rock Hotel San Diego.

The undersigned acknowledges and agrees that such undertaking by Evolution Hospitality shall be without duty and is an accommodation to the undersigned, that Evolution Hospitality need not verify the authority of the Broker to request or direct each such disclosure to each such Disclosee, that Evolution Hospitality may elect not to disclose certain information and materials, and that Evolution Hospitality shall have no fiduciary or other similar duty, obligation or liability to the undersigned, the Broker or the Disclosees with respect thereto.

Evolution Hospitality shall have no obligation or duty to inquire as to the intended or actual use of such information, documents and/or other materials by the Broker or the Disclosee or to request or pursue the return thereof.

Such disclosure and release, and such election not to so release and disclose, shall be without liability to Evolution Hospitality and any of its officers, directors, owners, employees, agents and attorneys ("Evolution Parties"), and the undersigned hereby releases the Evolution Parties from and against any and all liabilities, claims, damages, losses, actions, and obligations arising from or in connection with Evolution Hospitality actions and omissions hereunder, such release and disclosure, and any election not to release and disclose, of any such information and documentation.

IN WITNESS HEREOF, the undersigned, _____, has executed this Authorization to Release Information and Documentation this ___ day of _____, 200__, at _____.

(Print Name)

(Sign Name)