



## EXHIBIT H



### Global Operating Manual Hilton Hotels & Suites Brand Standards 2009

This Global Operating Manual (the "Manual") has been developed to identify Hilton Hotels and Suites specific Full Service Brand Standards. 2009, Hilton Inns, Inc.  
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# Preface

This Manual has been developed to provide the Owner (as defined below) of the hotel with the required minimum standards, procedures, rules, regulations, policies, and techniques (the "Brand Standards") of the Hilton full service brand system (the "System"). To achieve and maintain high standards of quality and service and associated goodwill for the System, it is essential that Owner adopt all elements of the System.

All references in this Manual to "Owner" refer to the licensee operating under the License Agreement, Franchise License Agreement (which may be the owner of the hotel) or the owner under a Management Agreement, as applicable, with the Brand (the "Agreement"). All references in this Manual to the "hotel" refer to the hotel, resort or suite that has been provided with this Manual. At times this Manual imposes obligations on the "hotel." Owner is responsible for ensuring the hotel's compliance with those obligations. All references in this Manual to the "Brand" refer to the Hilton brand management team within Hilton Hotels Corporation.

These Brand Standards are subject to change, amendment, or supplement from time to time by the Brand. The Brand has the authority to grant exceptions to these Brand Standards as it deems appropriate.

These Brand Standards are designed to protect the System and the trademarks and service marks associated with the System, and not to control the day-to-day operation of the hotel. Owner at all times will remain responsible for the operation of the hotel, and all activities occurring at the hotel. Owner must hire and train its own employees. The Brand is not responsible for, and does not direct or control the conduct of any hotel employee.

Owner must comply with and maintain the Brand Standards at a level equal to or greater than set forth in this Manual. Violation of any of these Brand Standards by Owner may be deemed, at the Brand's sole and absolute discretion, a substantial and material violation or default of Owner's Agreement, and would allow the Brand to take all necessary action to protect the integrity of the System.

This Manual is the property of the Brand and is provided to Owner for use and reference during the term of its Agreement with the Brand. Additions and modifications to this Manual will be posted at a website of which the Brand will provide Owner notice, or will be sent to Owner, and Owner must comply with these additions and modifications to the same extent as if set forth in this Manual at this time. For the avoidance of any doubt, any such additions or modifications set forth at such a website are incorporated herein by reference.

Owner must maintain the confidentiality of the Manual. Upon termination of its Agreement, Owner must return this Manual and all other confidential material owned, created, or used by the Brand without retaining any photocopies.

At or about the time Owner executes the Agreement, the Brand will place Owner in a Region set forth below. The Region that Owner is placed in is within the sole and absolute discretion of the Brand and may be modified from time to time. Owner must comply with all Brand Standards applicable to that Region, which includes those Brand Standards that are not limited by Region.

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For the avoidance of any doubt, if the applicability of a Brand Standard or a section of a Brand Standard is limited to a specific Region and the Owner has not been placed in that Region, then the Brand Standard or section, whatever the case may be, is not applicable to the Owner. On the other hand, if the Owner has been placed in that Region, the Owner must comply with the Brand Standard or section.

<b>REGIONS</b>	
United Kingdom and Ireland Region	<b>HUKI</b>
Europe Region	<b>EU</b>
Middle East and Africa Region	<b>MEA</b>
Asia Pacific Region	<b>AP</b>
North America, Central America, South America, Caribbean Regions collectively	<b>AMERICAS</b>
North America Region*	<b>NAM</b>
*Includes Canada, United States and Mexico Regions	
Canada Region	<b>CAN</b>
United States Region	<b>USA</b>
Mexico Region	<b>MEX</b>
Central America, South America, Caribbean Regions collectively	<b>CSACRB</b>
Central America Region	<b>CAM</b>
South America Region	<b>SAM</b>
Caribbean Region	<b>CRB</b>

Not notwithstanding the foregoing, unless the Owner is designated in a Region included in the Americas Region, Section 6.2 and 6.3. will apply to the Owner based upon its actual geographical location.

Suggested additions, deletions, or changes, questions regarding this Manual or System policies, and requests for approvals, consents and waivers must be directed to the appropriate Brand regional office.

*The grant or denial of an approval, consent or waiver is within the Brand's sole and absolute discretion.  
All references in this Manual to the United States or the U.S. refer to the United States of America.  
All amounts set forth in this Manual are stated in U.S. dollars.*