
Confidential

December 21, 2017

Audit and Corporate Practices Committee of the Board of Directors
RLH Properties, S.A.B. de C.V.
Paseo de la Reforma 412, 21st Floor
Juarez Cuauhtemoc, Mexico City, DF 06600
Mexico

Ladies and Gentlemen:

RLH Properties, S.A.B. de C.V. ("RLH Properties", or the "Company") has engaged Duff & Phelps, LLC ("Duff & Phelps") to serve as an independent financial advisor to the audit and corporate practices committee (the "Audit Committee") of the board of directors (the "Board of Directors") of the Company (solely in their capacity as members of the Audit Committee) to provide an opinion (the "Opinion"), as of the date hereof, as to the fairness, from a financial point of view, to the Company of the Consideration (defined below) to be paid by the Company in the proposed transaction described below (the "Proposed Transaction").

Description of the Proposed Transaction

It is Duff & Phelps' understanding that the Proposed Transaction involves i) the termination of the Annual Compensation, Long Term Incentive Plan and Termination Agreement between the Company, on one hand, and certain employees and external advisors of the Company (the "Management Agreement") on the other hand, and the full internalization of certain members of RLH management (the "Management"); and ii) the acquisition of certain assets owned by Management and certain external advisors of the Company (the "Management Assets") by the Company. In exchange for the termination of the Management Agreement and the acquisition of the Management Assets by the Company, Management will receive a consideration (the "Consideration") consisting of newly issued shares of RLH common stock representing 13.0% of the Company's total diluted shares outstanding, after the consummation of the Proposed Transaction and pro-forma for the ACTUR Transaction (as defined herein), equivalent to 93,889,410 shares. It is Duff & Phelps' understanding that Management Assets consist of certain rights to receive future fees and a termination fee (the "Management Contract"), and the potential to earn profits interests (the "Long Term Incentive Plan"), in each case under the Management Agreement.

Scope of Analysis

In connection with this Opinion, Duff & Phelps has made such reviews, analyses and inquiries as it has deemed necessary and appropriate under the circumstances. Duff & Phelps also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and business valuation, in general, and with respect to similar transactions, in particular. Duff & Phelps' procedures, investigations, and financial analysis with respect to the preparation of its Opinion included, but were not limited to, the items summarized below:

1. Reviewed the following documents:
 - a. The Company's annual reports and audited financial statements for the fiscal years ended December 31, 2015 and 2016 and the Company's unaudited (reviewed by the Company's independent auditor), interim financial statements for the nine-month periods ended September 30, 2016 and 2017;
 - b. Unaudited internally prepared operational and financial information for the Company for the year ended December 31, 2016, and the nine-month periods ended September 30, 2016 and 2017, which the Company's management ("Company Management") identified as being the most current financial information available;
 - c. Estimated internally prepared pro-forma financial information for the Company for the year ending December 31, 2017;
 - d. Detailed financial projections for the Company prepared by Company Management for the fiscal years ending December 31, 2018 through 2027 for the Existing Properties (defined herein) and for the fiscal years ending December 31, 2018 through 2030 for the Pipeline Investments (defined herein) (the "Management Projections");
 - e. Appraisal report for the Four Seasons Mexico City prepared by CBRE Group, Inc. as of October 18, 2016; appraisal reports for Fairmont Mayakoba, Rosewood Mayakoba, Banyan Tree Mayakoba, Andaz Mayakoba and Golf El Camaleon, prepared by Jones Lang LaSalle Inc. ("JLL") as of October 20, 2016; and appraisal reports for the One & Only Mandarin and Rosewood Mandarin, prepared by JLL as of January 1, 2017;
 - f. Property level projections (including occupancy rates, average daily rates, operating expense ratios, discount and capitalization rates) for each of the Existing Properties for the fiscal years ending December 31, 2018 through 2027 prepared by Company Management; Portions of the common stock offering prospectus for RLH Properties dated April 27, 2017, relating to the Management Agreement; and
 - g. Other internal documents relating to the history, current operations, and probable future outlook of the Company, provided to us by Company Management.

2. Discussed the information referred to above and the background and other elements of the Proposed Transaction with Company Management and physically inspected the Four Seasons Mexico City, the Fairmont Mayakoba, Rosewood Mayakoba, Banyan Tree Mayakoba, Andaz Mayakoba and Golf El Camaleon properties;
3. Reviewed the historical trading price and trading volume of the Company's common stock and the publicly traded securities of certain other companies that Duff & Phelps deemed relevant;
4. Performed certain valuation and comparative analyses using generally accepted valuation and analytical techniques including a discounted cash flow analysis, an asset approach and an analysis of selected transactions that Duff & Phelps deemed relevant; and
5. Conducted such other analyses and considered such other factors as Duff & Phelps deemed appropriate.

Assumptions, Qualifications and Limiting Conditions

In performing its analyses and rendering this Opinion with respect to the Proposed Transaction, Duff & Phelps, with the Company's consent:

1. Included in its analysis the Company's existing properties consisting of Four Seasons Mexico City, Fairmont Mayakoba, Rosewood Mayakoba, Banyan Tree Mayakoba, Andaz Mayakoba, Golf El Camaleon, and the properties under development consisting of One & Only Mandarin, and Rosewood Mandarin (collectively referred to herein as the "Existing Properties"), as well as the investments known as Pipeline 1, which includes the Mandarin Residences, the Rosewood Mayakoba Residences and the Fairmont Mayakoba Residences (collectively referred to herein as the "Pipeline Investments"), but did not include any investments contemplated in Pipeline 2 (e.g. JW Marriott hotel in Mexico City; InterContinental hotel in Madrid; Four Seasons hotel in Madrid; and Old War Office Building in London);
2. Performed its analysis on a pro-forma basis to include the following: (i) the contribution of land with an appraised value by Jones Lang La Salle ("JLL") of USD \$49.4 million (which appraised value Duff & Phelps assumed for purposes of its analysis) and USD \$20.0 million in cash by Activos Turisticos de Mexico S.A.P.I. de C.V. ("ACTUR"), in exchange for newly issued shares (the "ACTUR Transaction") of RLH stock priced at MXN \$17.00 per share, based upon the representation of Company Management; (ii) the buyout by RLH of the minority stake in the Mayakoba properties held, directly or indirectly, by Obrascon Huarte Lain Desarrollos, S.L.U. ("OHL") at an agreed upon price of MXN \$878.8 million (assuming an exchange rate of MXN-USD of 18.5); and (iii) the acquisition of the branded residences business and certain land lots in Mayakoba from OHL at an agreed upon price of MXN \$546.1 million (assuming an exchange rate of MXN-USD of 18.5);

3. Performed the valuations included in its fairness analysis as of December 31, 2017 (other than the analysis performed to determine the estimated value of the Long Term Incentive Plan in 2022);
4. Computed the real estate values of One & Only Mandarin, Rosewood Mandarin and Banyan Tree Mayakoba as of December 31, 2017 net of development costs provided by Company Management, which Duff & Phelps' assumed to be correct and reliable;
5. For financial results as of December 31, 2017, used the exchange rate of \$18.53 Mexican Pesos for \$1 U.S. Dollar, and for financial results as of December 31, 2022, used the exchange rate of \$18.74 Mexican Pesos for \$1 U.S. Dollar based on the projected exchange rates used by Company Management in the Management Projections;
6. Assumed, based on representations made by Company Management and their advisors, that the payment of consideration in the form of RLH Properties common stock in exchange for the management fee and termination fee pursuant to the Management Contract will be fully deductible by the Company for tax purposes;
7. Relied upon the accuracy, completeness, and fair presentation of all information, data, advice, opinions and representations obtained from public sources or provided to it from private sources, including Company management, and did not independently verify such information;
8. Relied upon the fact that the Audit Committee, the Board of Directors and the Company have been advised by counsel as to all legal matters with respect to the Proposed Transaction, including whether all procedures required by law to be taken in connection with the Proposed Transaction have been or will be duly, validly and timely taken;
9. Assumed that any estimates, evaluations, forecasts and projections furnished to Duff & Phelps were reasonably prepared and based upon the best currently available information and good faith judgment of the person furnishing the same, and Duff & Phelps expresses no opinion with respect to such estimates, evaluations, forecasts and projections or the underlying assumptions;
10. Assumed that information supplied and representations made by Company Management are substantially accurate regarding the Company and the Proposed Transaction;
11. Assumed that there has been no material change in the assets, liabilities, financial condition, results of operations, business, or prospects of the Company since the date of the most recent financial statements and other information made available to Duff & Phelps, and that there is no information or facts that would make the information reviewed by Duff & Phelps incomplete or misleading;
12. Assumed that all of the conditions required to implement the Proposed Transaction will be satisfied;

13. Assumed that the transaction documents to be entered into and/or executed to consummate the Proposed Transaction will be consistent with, and will not alter, the above description of the Proposed Transaction, and that the Proposed Transaction will be completed in accordance with the description above without any changes thereto or any waivers of any terms or conditions thereof; and
14. Assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Proposed Transaction will be obtained without any adverse effect on the Company or the contemplated benefits expected to be derived in the Proposed Transaction.

To the extent that any of the foregoing assumptions or any of the facts on which this Opinion is based prove to be untrue in any material respect, this Opinion cannot and should not be relied upon. Furthermore, in Duff & Phelps' analysis and in connection with the preparation of this Opinion, Duff & Phelps has made numerous assumptions with respect to general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction.

Duff & Phelps has prepared this Opinion effective as of the date hereof. This Opinion is necessarily based upon market, economic, financial and other conditions as they exist and can be evaluated as of the date hereof, and Duff & Phelps disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting this Opinion which may come or be brought to the attention of Duff & Phelps after the date hereof.

Duff & Phelps has not been requested to, and did not negotiate the terms of the Proposed Transaction, and therefore, Duff & Phelps has assumed that such terms are the most beneficial terms, from the Company's perspective, that could, under the circumstances, be negotiated among the parties.

Duff & Phelps is not expressing any opinion as to the market price or value of the Company's common stock (or anything else) after the announcement or the consummation of the Proposed Transaction. This Opinion should not be construed as a valuation opinion, credit rating, solvency opinion, an analysis of the Company's credit worthiness, as tax advice, or as accounting advice. Duff & Phelps has not made, and assumes no responsibility to make, any representation, or render any opinion, as to any legal matter.

This Opinion is furnished solely for the use and benefit of the Audit Committee and the Board of Directors in connection with its consideration of the Proposed Transaction and is not intended to, and does not, confer any rights or remedies upon any other person, and is not intended to be used, and may not be used, by any other person or for any other purpose, without Duff & Phelps' express consent. This Opinion (i) does not address the merits of the underlying business decision to enter into the Proposed Transaction versus any alternative strategy or transaction; (ii) does not address any transaction related to the Proposed Transaction; (iii) is not a recommendation as to how the Audit Committee or the Board of Directors or any stockholder should vote or act with respect to any matters relating to the Proposed Transaction, or whether to proceed with the Proposed Transaction

or any related transaction, and (iv) does not indicate that the Consideration to be paid is the best possibly attainable under any circumstances; instead, it merely states whether the Consideration to be paid in the Proposed Transaction is within a range suggested by certain financial analyses. The decision as to whether to proceed with the Proposed Transaction or any related transaction may depend on an assessment of factors unrelated to the financial analysis on which this Opinion is based. This letter should not be construed as creating any fiduciary duty on the part of Duff & Phelps to any party.

This Opinion is solely that of Duff & Phelps, and Duff & Phelps' liability in connection with this letter shall be limited in accordance with the terms set forth in the engagement letter between Duff & Phelps and the Company dated November 27, 2017 (the "Engagement Letter"). This letter is confidential, and its use and disclosure is strictly limited in accordance with the terms set forth in the Engagement Letter.

Disclosure of Prior Relationships

Duff & Phelps has acted as financial advisor to the Audit Committee and will receive a fee for its services. No portion of Duff & Phelps' fee is contingent upon either the conclusion expressed in this Opinion or whether or not the Proposed Transaction is successfully consummated. Pursuant to the terms of the Engagement Letter, a portion of Duff & Phelps' fee is payable upon Duff & Phelps' stating to the Audit Committee that it is prepared to deliver its Opinion. Other than this engagement, during the two years preceding the date of this Opinion, Duff & Phelps has not had any material relationship with any party to the Proposed Transaction for which compensation has been received or is intended to be received, nor is any such material relationship or related compensation mutually understood to be contemplated.

Conclusion

Based upon and subject to the foregoing, Duff & Phelps is of the opinion that, as of the date hereof, the Consideration to be paid by the Company for the acquisition of the Management Assets in the Proposed Transaction is fair, from a financial point of view, to the Company.

This Opinion has been approved by the Opinion Review Committee of Duff & Phelps.

Respectfully submitted,

A handwritten signature in cursive script that reads "Duff & Phelps, LLC".

Duff & Phelps, LLC