Northfield Bancorp, Inc.
Form 8-K
December 27, 2010

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): December 22, 2010
Northfield Bancorp, Inc.
(Exact name of registrant as specified in its charter)

United States	1-33732	42-1572539
(State or other jurisdiction of incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

1410 St. Georges Avenue, Avenel, New Jersey	07001
(Address of principal executive offices)	(Zip code)

Registrant s telephone number, including area code: (732) 499-7200

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) On December 22, 2010, the Board of Directors of Northfield Bancorp, Inc. (the Registrant) ratified the Compensation Committee s approval of the Registrant s 2011 Management Incentive Plan. The 2011 Management Incentive Plan is attached to this 8-K as Exhibit 10.

Item 9.01 Financial Statements and Exhibits.

(a) Not Applicable.

(b) Not Applicable.

(c) Not Applicable.

(d) Exhibits.

Exhibit No.	Exhibit
10	Northfield Bancorp, Inc. 2011 Management Incentive Plan

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NORTHFIELD BANCORP, INC.

DATE: December 23, 2010

By: /s/ Steven M. Klein
Steven M. Klein
Executive Vice President and Chief Financial Officer

Schedule 3.02 sets forth, for each of the Target Companies, its legal name, its type of legal entity, its jurisdiction of organization, and each jurisdiction in which it is qualified to do business as a foreign entity. Each of the Target Companies is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has full power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. The General Partner is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full limited liability company power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is now currently conducted. *Schedule 3.02* sets forth each jurisdiction in which each of the Target Companies is licensed or qualified to do business, and each of the Target Companies is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a material effect on such Target Company. All actions taken by each of the Target Companies in connection with this Agreement and the other Transaction Documents will be duly authorized on or prior to the Closing. The Remington Holders have delivered to the Company copies of the Organizational Documents of each of the Target Companies. None of the Target Companies is in default under or in violation of any of its Organizational Documents.

Section 3.03 Capitalization.

(a) The Remington Holders are the sole record and beneficial owners of and have good and valid title to the LP Interests, free and clear of all Encumbrances. Sharkey is the sole record and beneficial owner of and has good and valid title to the Profits Interest, free and clear of all Encumbrances. MJB Investments is the sole record and beneficial owner of and has good and valid title to the Transferred Economic Interests, free and clear of all Encumbrances. The General Partner is the sole record and beneficial owner of and has good and valid title to all the GP Interests, free and clear of all Encumbrances. The Remington Holders, as applicable, are the sole and record beneficial owners of and have good and valid title to all the member interests in the General Partner, free and clear of all Encumbrances. Except as set forth in *Schedule 3.03*, the Target is the sole record and beneficial owner of and has good and valid title to all of the equity securities in each of its Subsidiaries, free and clear of all Encumbrances. The Transferred Securities constitute (i) 80% of the total record, beneficial, voting and economic equity securities of the Target and (ii) 100% of the total GP Interests. The Transferred Securities have been duly authorized and are validly issued. Upon consummation of the transfer of the Transferred Securities, Newco, GP Holdings I and GP Holdings will own all of the Transferred Securities, free and clear of all Encumbrances other than those created by the Company or Newco.

(b) The Transferred Securities were issued in compliance with applicable Laws. The Transferred Securities were not issued in violation of the Organizational Documents of the Target

or any other agreement, arrangement, understanding or commitment to which the Remington Holders or the Target is a party or bound and are not subject to or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities, rights of first refusal, or other rights, agreements, arrangements, understandings or commitments of any character relating to any Transferred Securities or obligating the Remington Holders or any of the Target Companies to issue or sell any Target Securities or any other interest in any of the Target Companies. Other than the Organizational Documents, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Transferred Securities or any other interest in any of the Target Companies.

Section 3.04 Subsidiaries. Except as set forth in *Schedule 3.04*, the Target does not own, or have any interest in any securities or have any ownership interest in any other Person, except for (a) the equity securities of its Subsidiaries, all of which, except as set forth in *Schedule 3.04*, are owned solely by the Target, and (b) marketable securities held in the ordinary course of business as short term investments included in cash equivalents on the balance sheet of the Target.

Section 3.05 No Conflicts; Consents. The execution, delivery and performance by the Remington Holders and the Target of this Agreement and the other Transaction Documents to which they are a party, and the consummation of the Transactions and the other Transaction Documents, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of any of the Target Companies; (b) conflict with or result in a violation or breach, in any material respect, of any provision of any Law or Governmental Order applicable to the Remington Holders or any of the Target Companies; (c) except as set forth in *Schedule 3.05*, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which the Remington Holders or any of the Target Companies is a party as a principal or by which the Remington Holders or any of the Target Companies is bound or to which any of their respective properties and assets are subject (including any Material Contract) or any Permit affecting the properties, assets or business of any of the Target Companies; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of any of the Target Companies, except where the conflict, violation, breach, default, acceleration, termination, modification, cancellation, failure to give notice or Encumbrance would not be material, individually or in the aggregate, to any of the Target Companies. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Remington Holders or any of the Target Companies, in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions, except for such filings as may be required under the HSR Act, and such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not be material to any of the Target Companies.

Section 3.06 Financial Statements. True, correct and complete copies of the Target's consolidated (a) audited financial statements consisting of balance sheets as of December 31 in each of the years 2014, 2013 and 2012 and the related statements of income and retained earnings, members' or partners' equity and cash flows for each of the years then ended (collectively, the "*Audited Financial Statements*"), and (b) the unaudited financial statements consisting of the balance sheets as at June 30, 2015 and the related statements of income and retained earnings, partners' equity and cash flows for the six-month period then ended (the "*Interim Financial Statements*" and together with the Audited Financial Statements, the "*Financial Statements*") are included as *Schedule 3.06*. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring

year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Audited Financial Statements). The Financial Statements are based on the books and records of the Target Companies, and fairly present in all material respects the financial condition of the Target Companies as of the respective dates they were prepared and the results of the operations of the Target Companies for the periods indicated. The balance sheet of the Target Companies as of December 31, 2014 is referred to in this Agreement as the "*Balance Sheet*" and such date is the "*Balance Sheet Date*" and the balance sheet of the Target Companies as of June 30, 2015 is referred to in this Agreement as the "*Interim Balance Sheet*" and such date is the "*Interim Balance Sheet Date*."

Section 3.07 Undisclosed Liabilities. The Target Companies (a), to the Knowledge of the Remington Holders, have no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise and (b) have no liabilities, obligations or commitments of a type required to be reflected on financial statements or notes thereto prepared in accordance with GAAP (collectively, "*Liabilities*"), except: (i) those that are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date; (ii) those that have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and that are not, individually or in the aggregate, material in amount; or (iii) as set forth on *Schedule 3.07*.

Section 3.08 Absence of Certain Changes, Events and Conditions. Except as set forth on *Schedule 3.08* or as expressly contemplated by this Agreement, since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been, with respect to any of the Target Companies, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Target Material Adverse Effect;

(b) amendment of the Organizational Documents of any of the Target Companies;

(c) split, combination or reclassification of any outstanding securities of the Target;

(d) issuance, sale or other disposition of, or creation of any Encumbrance (other than Permitted Encumbrances or Encumbrances created by Newco or the Company) on, any of the Target Securities or any other interest in any of the Target Companies, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any Target Securities or any other interest in any of the Target Companies;

(e) declaration or payment of any distributions or redemption, purchase or acquisition of any of the Target Securities or any other interest in any of the Target Companies;

(f) material change in any method of accounting or accounting practice of the Target Companies, except as required by GAAP or applicable Law or as disclosed in the notes to the Financial Statements;

(g) material change in the Target Companies' cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(h) incurrence, assumption or guarantee of any indebtedness for borrowed money, except unsecured current Liabilities incurred in the ordinary course of business consistent with past practice;

(i) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements, other than sales in the ordinary course of business consistent with past practices;

(j) transfer, assignment, termination or grant of any license or sublicense of any material rights under or with respect to any Target Intellectual Property or Target IP Agreements;

(k) loss, termination or abandonment of any Target IP Registration whether intentional or unintentional;

(l) material damage, destruction or loss (whether or not covered by insurance) to any property of the Target Companies;

(m) any capital investment in, or any loan to, any other Person;

(n) any acceleration, termination, material modification to or cancellation of any material Contract (including, but not limited to, any Management Contract to which any of the Target Companies is a party or by which it is bound);

(o) any capital expenditures for and on behalf of the Target and in excess of $50,000;

(p) imposition of any Encumbrance other than Permitted Encumbrances upon any of the Target Companies' properties or assets, tangible or intangible;

(q) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current officers, (ii) change in the terms of employment for any current officer or any termination of any current officer for which the aggregate costs and expenses exceed $200,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current officer;

(r) hiring or promoting any person as or to (as the case may be) an officer position, except to fill a vacancy in the ordinary course of business at compensation consistent with past practice;

(s) adoption, modification, amendment or termination of any: (i) employment, severance, retention or other agreement with any current or former officer, (ii) Benefit Plan, or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral, the effect of which would have a material effect on the Target Companies' business;

(t) any advances, loans to (or forgiveness of any loan to), or entry into any other transaction with, any of its current or former managers, officers and employees or any Remington Holder Related Party;

(u) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(v) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(w) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of $500,000, individually (in the case of a lease, per annum) or $500,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(x) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets, stock or other equity of, or by any other manner, any business or any Person or any division thereof for consideration in excess of $500,000;

(y) action by any of the Target Companies or any of their owners to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of the Target Companies in respect of any Post-Closing Tax Period; or

(z) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.09 Management Contracts.

(a) *Schedule 3.09(a)* lists each Contract pursuant to which any Target Company provides property management or project management services as principal and not as agent (the "*Management Contracts*"). Each of the Management Contracts is valid and in full force and effect and (assuming due authorization, execution and delivery by the counterparties thereto) constitutes a legal, valid and binding obligation of the applicable Target Company and the Person for which it is acting as agent and is enforceable against such Target Company and the Person for which it is acting as agent in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). None of the Target Companies is in breach of or default under any of the Management Contracts in any material respect, nor has any of the Target Companies received any notice of any such breach or default and, to the Remington Holders' Knowledge, no condition or event or fact exists which, with notice, lapse of time, or both, would constitute a breach of or default under any Management Contract in any material respect on the part of any of the Target Companies or result in a termination thereof or permit other changes of any material right or obligation or loss of any material benefit thereunder.

(b) Except as set forth on *Schedule 3.09(b)*, as of the date hereof, there are no outstanding loans, lines of credit, guarantees or cash advances of any Target Company to any counterparty to any Management Contract or any management fees due and payable to any Target Company pursuant to any Management Contract that have not been fully paid and satisfied.

(c) All material expenses allocated to the counterparties to the Management Contracts or loans or advances of funds to such counterparties by the Target Companies or any of their Affiliates are authorized by and in compliance with the Management Contracts and applicable Laws.

(d) No Target Company has any liability or obligation of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise under any Management Contract to any Person other than the Person for which it is acting as agent under such Management Contract. No Target Company is in breach of or has defaulted under any Management Contract in any material respect with respect to its obligations to its principal under any such Management Contract.

Section 3.10 Material Contracts.

(a) *Schedule 3.10(a)* lists each of the following Contracts (other than Management Contracts) to which any of the Target Companies is a party as principal and not as agent or otherwise bound (such Contracts being "*Material Contracts*"):

(i) each Contract involving aggregate consideration from any Target Company in excess of $250,000 and that, in each case, cannot be cancelled by the respective Target Company without penalty or without more than 90 days' notice;

(ii) each Contract under which any Target Company received revenue of more than $250,000 for the year ended December 31, 2014 or under which any Target Company expects to receive revenue of more than $250,000 in any future fiscal year;

(iii) all Contracts that require any Target Company to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions;

(iv) all Contracts that provide for the indemnification by any Target Company of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(v) all Contracts that relate to the acquisition or disposition of any business, a material amount of equity or assets of any other Person or any real property (whether by merger, sale of stock or other equity interests, sale of assets or otherwise);

(vi) all broker, distributor, dealer, representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts under which the Target expects to pay at least $250,000 per year;

(vii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) which are not cancellable without material penalty or without more than 90 days' notice;

(viii) except for Contracts relating to trade payables in the ordinary course of business, all Contracts relating to indebtedness (including guarantees) of any Target Company;

(ix) all Contracts with any Governmental Authority, other than specifically negotiated Contracts related to lodging or food for government employees ("*Government Contracts*");

(x) all Contracts that limit or purport to limit the ability of any Target Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xi) any Contracts that provide for any joint venture, partnership or similar arrangement by any Target Company;

(xii) all Contracts with or for the benefit of a Remington Holder Related Party, other than the Target Limited Partnership Agreement;

(xiii) all collective bargaining agreements or Contracts with any Union; and

(xiv) any other Contract that is material to any Target Company and not otherwise disclosed pursuant to this *Section 3.10*.

(b) Each Material Contract is valid and binding on the respective Target Company and, to the Knowledge of the Remington Holders, the other parties thereto, in accordance with its terms and is in full force and effect. None of the Target Companies or, to the Remington Holders' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any written notice of any intention to terminate, any Material Contract. To the Remington Holders' Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. The consummation of the Transactions will not give rise to any termination, cancellation or acceleration right, discount, charge or penalty or any other rights or obligations arising thereunder from a change of control or similar event of any Target Company. Complete and correct copies of each Material Contract (including all written modifications, amendments and supplements thereto

and waivers thereunder and, in the case of oral Contracts, summaries of all material terms thereof) have been made available to the Company.

Section 3.11 Title to Assets; Real Property.

(a) The Target Companies have good and valid title to, or a valid leasehold interest in, all property and other assets reflected in the Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) of the Target Companies are free and clear of Encumbrances, except for the following (collectively referred to as "*Permitted Encumbrances*"):

(i) those items set forth in *Schedule 3.11(a)*;

(ii) liens for Taxes not yet due and payable or liens for Taxes being contested in good faith by appropriate procedures for which appropriate reserves are reflected on the Interim Financial Statements in accordance with GAAP;

(iii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the Target Companies;

(iv) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property that are not, individually or in the aggregate, material to the business of the Target Companies; or

(v) liens arising under original purchase price conditional sales contracts and equipment leases with third Parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business of the Target Companies.

(b) The Target Companies do not own or, except as set forth on *Schedule 3.11(b)*, have any ownership rights or ownership interest in any Real Property. The Remington Holders have delivered to the Company true, complete and correct copies of the Office Leases. Except as set forth on *Schedule 3.11(b)*, none of the Target Companies is a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any Real Property, other than the arrangements related to the Office Leases. The use and operation of the Office Leases do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Target Companies. To the Knowledge of the Remington Holders, there are no Actions pending or threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings. For the avoidance of doubt, this *Section 3.11* will not apply to any Real Property owned or leased by a Person who is not a Target Company or a Remington Holder Related Party, even if a Target Company or a Remington Holder Related Party acts as agent for such Person.

Section 3.12 Condition and Sufficiency of Assets. The buildings, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property owned or leased by the Target Companies, together with all other properties and assets of the Target Companies, if any, constitute all of the rights, property and assets necessary to conduct the business of the Target Companies in all material respects as currently conducted.

Section 3.13 Intellectual Property.

(a) *Schedule 3.13(a)* lists all (i) Target IP Registrations and (ii) Target Intellectual Property, including software, that are not registered but that are material to the Target Companies' business or operations, other than shrink-wrap, click-wrap or similar commercially available off-the-shelf software licenses. All required filings and fees related to the Target IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Target IP Registrations are otherwise in good standing.

(b) The Remington Holders have made available to the Company true and complete copies of all material Target IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each such material Target IP Agreement is valid and binding on the respective Target Company in accordance with its terms and is in full force and effect. None of the Target Companies or any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any such material Target IP Agreement.

(c) Except as set forth in *Schedule 3.13(c)*, the Target is the owner of (in the case of owned Target Intellectual Property) and has the valid right to use all other Target Intellectual Property used in the conduct of the Target's current business or operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances. The Target is the record owner and has the valid right to use the Target IP Registrations.

(d) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Target; (ii) challenging the validity, enforceability, registrability or ownership of any Target Intellectual Property or the Target's rights with respect to any Target Intellectual Property. The Target is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would restrict or impair the use of any Target Intellectual Property. Except as would not have a Target Material Adverse Effect, to the Knowledge of the Remington Holders: (i) the Target Intellectual Property as currently licensed or used by the Target, and the Target's conduct of its business as currently conducted, do not infringe, misappropriate or otherwise violate the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating or otherwise violating any Target Intellectual Property. This *Section 3.13(d)* constitutes the sole representation and warranty of the Remington Holders and the Target under this Agreement with respect to any actual or alleged infringement, misappropriation or other violation by the Target of the Intellectual Property of any other Person.

(e) The consummation of the Transactions will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Target Companies' right to own, transfer, assign, license, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Target Companies' business or operations as currently conducted.

(f) Except as would not have a Target Material Adverse Effect, the Target's rights in the Target Intellectual Property (other than click wrap, shrink wrap licenses or other similar licenses for commercial off-the-shelf software) are valid, subsisting and enforceable. The Target has taken all reasonable steps to maintain the Target Intellectual Property (other than click wrap, shrink wrap licenses or other similar licenses for commercial off-the-shelf software), except as would not have a Target Material Adverse Effect.

Section 3.14 Accounts Receivable. The accounts receivable reflected on the Interim Balance Sheet and the accounts receivable arising after the date thereof and included in the Closing Working Capital Statement (a) have arisen from *bona fide* transactions entered into by the Target Companies involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of the Target Companies not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Interim Balance Sheet or, with respect to accounts receivable arising after the Interim Balance Sheet Date, on the accounting records of the Target Companies, are collectible in full within 90 days after billing. The reserve for bad debts shown on the Interim Balance Sheet or, with respect to accounts receivable arising after the Interim Balance Sheet Date, on the accounting records of the Target Companies have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 3.15 Insurance. *Schedule 3.15* sets forth a true, correct and complete list of all material policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by any of the Target Companies (collectively, the "*Insurance Policies*"). True, correct and complete copies of the Insurance Policies have been made available to the Company. The Insurance Policies are in full force and effect and will remain in full force and effect following the consummation of the Transactions without any increase in premium, charges, fees or penalties resulting from the Transactions. None of the Target Companies or any of their Affiliates (including the Remington Holders) has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any material retrospective premium adjustment or other experience-based liability on the part of the Target Companies. All Insurance Policies (a) are valid and binding in accordance with their terms; and (b) have not been subject to any lapse in coverage. Except as set forth on *Schedule 3.15*, there are no claims related to the business of the Target Companies pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. None of the Target Companies is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy.

Section 3.16 Legal Proceedings; Governmental Orders.

(a) Except as set forth on *Schedule 3.16(a)*, there are no Actions pending or, to the Remington Holders' Knowledge, threatened (i) against or by the Target Companies, in each case on or for its own account, affecting any of their properties or assets in any material respect (or by or against any Remington Holder Related Party, in each case on or for its own account, and relating to the Target Companies); or (ii) against or by the Target Companies or any Remington Holder Related Party, in each case on or for its own account, that challenges or seeks to prevent, enjoin or otherwise delay the Transactions, which if determined adversely to the Target Company would be material to the Target Company or would adversely affect the ability of the Target to consummate the Transactions.

(b) Except as set forth on *Schedule 3.16(b),* there are no material outstanding Governmental Orders and no material unsatisfied judgments, penalties or awards against or affecting the Target Companies or any of their properties or assets.

(c) For the avoidance of doubt, this *Section 3.16* will not apply to any Actions or Governmental Orders for which any of the Target Companies or any Remington Holder Related

Party is named therein solely as agent for a Person that is not a Target Company or a Remington Holder Related Party.

Section 3.17 Compliance With Laws; Permits.

(a) The Target Companies are in compliance, in all material respects, with all Laws applicable to it or its business, properties or assets.

(b) *Schedule 3.17* lists all material Permits issued to any of the Target Companies, in each case on or for its own account, including the names of the Permits and their respective dates of issuance and expiration. All material Permits required for the Target Companies to conduct their business have been obtained and are valid and in full force and effect, and will remain in full force and effect following the consummation of the Transactions without any material increase in charges, fees or penalties resulting from the Transactions. The Permits comply in all material respects with all requirements, terms and conditions of all Material Contracts that require the Target Companies to obtain or keep in force Permits. All fees and charges with respect to such Permits have been paid in full or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of such Permit. To the Knowledge of the Remington Holders, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in *Schedule 3.17*. For the avoidance of doubt, this *Section 3.17* will not apply to any Permits held in the name of, or required to be held in the name of, any Person who is not a Target Company or a Remington Holder Related Party, even if a Target Company or a Remington Holder Related Party acts as agent for such Person.

(c) None of the representations and warranties contained in this *Section 3.17* will be deemed to relate to environmental matters (which are governed by *Section 3.18*), employee benefits matters (which are governed by *Section 3.19*), employment matters (which are governed by *Section 3.20*) or tax matters (which are governed by *Section 3.21*).

Section 3.18 Environmental Matters.

(a) To the Knowledge of the Remington Holders, the Target Companies are currently, and at all times during the prior two years have been, in compliance in all material respects with all Environmental Laws and, except as set forth on *Schedule 3.18(a)*, none of the Remington Holders or any of the Target Companies has, received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements. All real property operated by the Target Companies have been operated by the Target Companies and continue to be operated by the Target Companies in compliance with all Environmental Laws in all material respects.

(b) To the Knowledge of the Remington Holders, there has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business of (excluding the assets and business operated by the Target as agent) or assets owned of the Target Companies or, during the periods when any real property was operated by any of the Target Companies as agent for another Person, such real property operated by any of the Target Companies. During the periods when any real property was operated by any of the Target Companies as agent for another Person, none of the Target Companies or the Remington Holders received an Environmental Notice that any such real property (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material that could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by the Target Companies.

(c) To the Knowledge of the Remington Holders, there are no currently active aboveground or underground storage tanks on any real property owned or operated by the Target Companies that are not in compliance with applicable Environmental Laws.

(d) The Remington Holders have provided or otherwise made available to the Company any and all environmental reports, studies, audits, records, sampling data, site assessments and other similar documents with respect to the business or assets of the Target Companies or any Real Property currently, or any time during the prior two years, owned, operated or leased by any of the Target Companies that are in the possession or control of the Target Companies related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(e) The representations and warranties in this *Section 3.18* are the Target Companies' sole and exclusive representations and warranties regarding environmental matters.

Section 3.19 Employee Benefit Matters.

(a) *Schedule 3.19(a)* contains a true and complete list of each material pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity or other equity, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of § 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by any of the Target Companies for the benefit of any current or former employee, officer, manager, retiree, independent contractor or consultant of a Target Company or any spouse or dependent of such individual, or under which any of the Target Companies or any of their ERISA Affiliates has or may have any material Liability, or with respect to which the Company or any of its Affiliates would reasonably be expected to have any material Liability, contingent or otherwise (each, a "*Benefit Plan*").

(b) With respect to each Benefit Plan, the Remington Holders have made available to the Company accurate, current and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and similar agreements now in effect; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other material written communications (or a description of any material oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under § 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the three most recently filed Form 5500, with schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the three most recently completed plan years; and (viii) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Each Benefit Plan and related trust (other than any multiemployer plan within the meaning of § 3(37) of ERISA (each a "*Multiemployer Plan*") has been established, administered and maintained in accordance, in all material respects, with its terms and in compliance, in all material respects, with all applicable Laws (including ERISA, the Code, the Affordable Care Act and any applicable local Laws). Each Benefit Plan that is intended to be qualified under § 401(a)

of the Code (a "*Qualified Benefit Plan*") is so qualified and has received a favorable and current determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under §§ 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to cause the loss of the Qualified Benefit Plan's tax-qualified status. Nothing has occurred within the past three years with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Target Companies or, with respect to any period on or after the Closing Date, the Company or any of its Affiliates, to a material penalty under § 502 of ERISA or to tax or material penalty under § 4975 of the Code.

(d) None of the Benefit Plans are Multiemployer Plans or are subject to the minimum funding standards of § 302 of ERISA or §§ 412 or 418B of the Code.

(e) The Target Companies have no commitment or obligation and have not made any representations to any employee, officer, manager, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement, in connection with the consummation of the Transactions or otherwise.

(f) Except as otherwise set forth in *Schedule 3.19(f)*, other than as required under § 601 et. seq. of ERISA, § 4980B of the Code, or other similar Law, no Benefit Plan provides post-termination or retiree welfare benefits to any Person for any reason, and none of the Target Companies has any Liability to provide post-termination or retiree welfare benefits to any Person.

(g) There is no pending or, to the Remington Holders' Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three years prior to the date of this Agreement been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority that could reasonably be expected to subject the Target Companies or, with respect to any period on or after the Closing Date, the Company or any of its Affiliates, to a material Liability.

(h) There has been no amendment to, announcement by the Remington Holders, any of the Target Companies relating to, or change in employee participation or coverage under, any Benefit Plan that would materially increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any manager, officer, employee, independent contractor or consultant, as applicable. None of the Remington Holders, the Target Companies has made any representations to any current or former manager, officer, employee, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

(i) Each Benefit Plan that is subject to § 409A of the Code has been administered in all material respects in compliance with its terms and the operational and documentary requirements of § 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder. The Target Companies do not have any obligation to gross up, indemnify or otherwise reimburse any Person for any excise taxes, interest or penalties incurred pursuant to § 409A of the Code.

(j) Except as otherwise set forth in *Schedule 3.19(j)*, neither the execution of this Agreement nor the consummation of the Transactions will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former manager, officer, employee, independent contractor or consultant of any of the Target Companies to material severance pay or

any other material payment; (ii)accelerate the time of payment, funding or vesting, or increase the amount of any material compensation due to any such individual; (iii) limit or restrict the right of any of the Target Companies to merge, amend or terminate any Benefit Plan; or (iv) materially increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan.

(k) No Benefit Plan is maintained, sponsored, contributed to, or required to be contributed to by any of the Target Companies or their ERISA Affiliates for the benefit of current or former employees employed outside of the United States.

Section 3.20 Employment Matters.

(a) Except as set forth on *Schedule 3.20*, none of the Target Companies is, nor has any Target Company been for the past three years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization that represents or purports to represent any employee of the any of the Target Companies (collectively, "*Union*"), and there is not, and has not been for the past three years, any Union representing or purporting to represent any employee of any of the Target Companies, and, to the Remington Holders' Knowledge, no Union or group of employees is seeking or has sought within the past three years to organize any employee of the any of the Target Companies for the purpose of collective bargaining. During the past three years, there has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting any of the Target Companies or any of their employees. Except as required by Law, the Target Companies have no duty to bargain with any Union.

(b) Each of the Target Companies is and has been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by any of the Target Companies as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of any of the Target Companies classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified in all material respects. Except as set forth in *Schedule 3.20*, there are no Actions against any of the Target Companies pending, or to the Remington Holders' Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant or independent contractor of any of the Target Companies, including any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable Law.

(c) Each of the Target Companies has complied with the WARN Act and each has no plans to undertake any action in the future that would trigger the WARN Act, excluding any direct or indirect actions taken by a Person or to be taken by a Person other than the Target Companies.

Section 3.21 Taxes. Except as set forth in *Schedule 3.21*:

(a) All material Tax Returns required to have been filed (taking into account any applicable extensions of time in which to file) by the Target Companies have been filed. Such Tax Returns are

true, complete and correct in all material respects. All Taxes due and owing by the Target Companies (whether or not shown on any Tax Return) have been timely paid.

(b) Each of the Target Companies has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, partner, member or other party (including in respect of the grant or issuance of the Profits Interest and the transfer of the Profits Interest pursuant to this Agreement), and complied with all information reporting and backup withholding provisions of applicable Law in all material respects.

(c) No unresolved written claim has been made within the past four years by any taxing authority in any jurisdiction where any of the Target Companies does not file Tax Returns that such Target Company is, or may be, subject to Tax by that jurisdiction.

(d) No extensions or waivers of statutes of limitations have been given to or requested in writing with respect to any Taxes of the Target Companies, except to the extent such extension, waiver or request (as applicable) will not be in effect as of the Closing Date.

(e) The amount of the Liability of the Target Companies for unpaid Taxes for all periods ending on or before June 30, 2015 does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of the Liability of the Target Companies for unpaid Taxes for all periods following the end of the most recent period covered by the Financial Statements will not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of the Target Companies (and which accruals will not exceed comparable amounts incurred in similar periods in prior years). Since January 1, 2015, none of the Target Companies has incurred any liability for Taxes other than in the ordinary course of business.

(f) All deficiencies asserted, or assessments made, against any of the Target Companies as a result of any examinations by any taxing authority have been paid or settled with no remaining amounts owed.

(g) None of the Target Companies is a party to any Action by any taxing authority. There are no audits, examinations or requests for information by a taxing authority, or other administrative proceedings, threatened by a taxing authority in writing against any of the Target Companies or pending with respect to any Taxes of any of the Target Companies.

(h) There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon the assets of any of the Target Companies or the Transferred Securities.

(i) None of the Target Companies is a party to, or bound by, any Tax indemnity, Tax-sharing or Tax allocation agreement, other than Excluded Tax Contracts.

(j) Other than the private letter ruling referred to in *Section 8.01(e)*, no private letter rulings, or similar rulings have been requested by any of the Target Companies or issued by any taxing authority to any of the Target Companies.

(k) None of the Target Companies has granted a power of attorney with respect to any Tax matter that will remain in effect after the Closing or entered into a closing agreement with any Governmental Authority with respect to any Tax matter.

(l) None of the Target Companies has been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes (other than a group of which the Target was the parent). None of the Target Companies has any Liability for Taxes of any Person (other than the Target or any of its Subsidiaries) under Treasury Regulations § 1.1502-6 (or any corresponding

provision of state, local or foreign Law), as transferee or successor, by Contract or otherwise, except for Excluded Tax Contracts.

(m) Each of the Target Companies has been at all times since its formation, and will be immediately prior to the Closing, properly treated and classified as a partnership or disregarded entity for United States federal, state and local Tax purposes, and the Remington Holders have not taken any position that is inconsistent with such treatment. No election has been filed by or with respect to any of the Target Companies to treat any such entity as a corporation for United States federal, state or local Tax purposes.

(n) None of the Target Companies will be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting agreed to by any of the Target Companies prior to the Closing under § 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use by any of the Target Companies prior to the Closing of an improper method of accounting, in each case for a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring prior to the Closing;

(iii) a prepaid amount received before the Closing;

(iv) any closing agreement under § 7121 of the Code, or similar provision of state, local or foreign Law, executed by the Target prior to the Closing; or

(v) any election under § 108(i) of the Code made prior to the Closing Date.

(o) Within the past three years, none of the Target Companies has been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in § 355 of the Code.

(p) None of the Remington Holders is a "foreign person" as that term is used in Treasury Regulations § 1.1445-2.

(q) None of the Target Companies is, or has ever been, a party to, or a promoter (within the meaning of Code § 6111 and the Treasury regulations promulgated thereunder) of, a "reportable transaction" or "Listed Transaction" within the meaning of § 6707A(c) of the Code and Treasury Regulations § 1.6011-4(b). The Target Companies have disclosed on their respective Tax Returns all positions taken therein that could give rise to a substantial understatement of Tax within the meaning of § 6662 of the Code.

(r) *Schedule 3.21(r)* sets forth all foreign jurisdictions in which any of the Target Companies files Tax Returns. None of the Target Companies has entered into a gain recognition agreement pursuant to Treasury Regulations § 1.367(a)-8. None of the Target Companies has transferred an intangible the transfer of which would be subject to the rules of § 367(d) of the Code.

(s) No property owned by any of the Target Companies is (i) required to be treated as being owned by another Person pursuant to the so-called "safe harbor lease" provisions of former § 168(f)(8) of the Code, (ii) subject to § 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in § 467 of the Code.

(t) Neither of the LP Transferors currently has any plan, agreement, commitment, intention or arrangement, whether written or oral, to dispose of any of their shares of Newco Common Stock and/or Newco Preferred Stock. For purposes of this representation, a "disposition" will include any direct or indirect offer, offer to sell, sale, contract of sale or grant of any option to

purchase, gift, transfer, pledge or other disposition, including any disposition of the economic or other risks of ownership through hedging transactions or derivatives and any other transaction that would constitute a "constructive sale" within the meaning of § 1259 of the Code, including, without limitation, a short-sale, forward sale, equity swap or other derivative contract with respect to the Newco Common Stock, Newco Preferred Stock or substantially identical property, or other transaction having substantially the same effect as the foregoing.

(u) Neither the Remington Holders nor any of their Affiliates knows of any fact, or has taken, failed to take, or agreed to take any action, that would prevent the exchange of LP Interests, Transferred Economic Interests and any Excess GP Interests for Newco Common Stock and Newco Preferred Stock pursuant to this Agreement, together with the exchange contemplated pursuant to the Company Contribution Agreement from qualifying as a tax-free exchange under § 351 of the Code.

(v) The representations and warranties made in this *Section 3.21* refer only to the activities of the Target and its Subsidiaries prior to the Closing. Notwithstanding anything herein to the contrary, the representations and warranties made in *Section 3.17(a)*, *Section 3.19* and this *Section 3.21* are the only representations and warranties made by the Target with respect to Taxes and, except for the representations and warranties made in *Section 3.21(h)* through *Section 3.21(o)*, are not intended to serve as representations and warranties regarding, or a guarantee of, and cannot be relied upon with respect to, Taxes attributable to (or Tax attributes available for) any Tax period (or a portion thereof) beginning after the Closing Date or any Tax position taken after the Closing.

Section 3.22 Brokers; Financial Advisors. Except for the Remington Holder's engagement of Robert W. Baird & Co. Incorporated, no broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions or any other Transaction Document based upon arrangements made by or on behalf of the Remington Holders or the Target Companies. The LP Transferors will be solely responsible for all fees and amounts owing to Robert W. Baird & Co. Incorporated.

Section 3.23 Related Party Transactions.

(a) Schedule 3.23 sets forth a description of all services, goods, properties or assets (i) provided to the Target Companies by any Remington Holder or by any Remington Holder Related Party or (ii) provided to any Remington Holder or to any Remington Holder Related Party by the Target Companies, as well as transactions between any of the Target Companies, on one hand, and any Remington Holder Related Party, on the other hand, since December 31, 2011; provided, however, that the employee benefits disclosed in *Schedule 3.19* are not required to be disclosed on *Schedule 3.23*.

(b) Except as set forth on *Schedule 3.23*, (i) no Remington Holder Related Party or any Remington Holder has any direct or indirect claim or rights of any nature against any of the Target Companies, except for claims (A) for accrued and unpaid salaries, commissions, distributions or expense reimbursements arising in the ordinary course of business or (B) arising pursuant to this Agreement and the other Transaction Documents; and (ii) the Target Companies have no obligations, contracts, agreements, arrangements, understandings, debts or liabilities, known or unknown, absolute or contingent, accrued or unaccrued, to any Remington Holder Related Party.

Section 3.24 Accredited Investor Status.

(a) The LP Transferors are acquiring the Newco Securities for their own account and with no intention of distributing or reselling the Newco Securities or any part thereof in any transaction that would be in violation of state or federal securities laws. The Newco Securities may only be offered or sold in compliance with the Securities Act of 1933, and applicable state securities Laws, as then applicable and in effect.

(b) The LP Transferors have been furnished with or had access to such documents, materials and information (including the opportunity to ask questions of, and receive answers from, the Company and Newco concerning the terms and conditions of the Transactions and the LP Transferors' investment in the Newco Securities) that the LP Transferors consider necessary or appropriate for evaluating an investment in the Newco Securities. Except for the representations and warranties contained in this Agreement, the LP Transferors have not relied upon any representations or other information (whether oral or written) from the Company, Newco, the Company Board, the Special Committee or any of their respective stockholders, directors, officers, Representatives or Affiliates, or from any other Person, and each LP Transferor acknowledges that neither the Company nor Newco has given any assurances with respect to the tax consequences of the acquisition, ownership or disposition of the Newco Securities as contemplated by this Agreement, nor has any Governmental Authority made any finding or determination as to this investment.

(c) Each LP Transferor is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933.

Section 3.25 No Other Representations and Warranties. Except for the representations and warranties contained in this *Article III* (including the related portions of the Disclosure Schedules), none of the Target, the Remington Holders nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Target or the Remington Holders, including any representation or warranty as to the accuracy or completeness of any information regarding the Target furnished or made available to the Company and its Representatives in any form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of the Target, or any representation or warranty arising from statute or otherwise in law.

Section 3.26 Full Disclosure. None of the information supplied or to be supplied by the Remington Holders, the Target Companies or any of their Representatives for inclusion or incorporation by reference in the Proxy Statement will, at the time the Proxy Statement is first mailed to the Company's stockholders or at the time of the Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Schedules or as disclosed in the Company SEC Documents, the Company represents and warrants to the Remington Holders as follows in this *Article IV*. For the avoidance of doubt, no representations or warranties are being made by any member of the Special Committee.

Section 4.01 Organization and Authority and Qualification of the Company. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full corporate power and authority to own, operate or lease the properties and assets

now owned, operated or leased by it and to carry out its business as it is currently conducted. The Company has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which the Company is a party, to carry out its obligations under this Agreement and the other Transaction Documents and to consummate the Transactions. The Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing would not have a Company Material Adverse Effect. The execution and delivery by the Company of this Agreement and any other Transaction Document to which the Company is a party, the performance by the Company of its obligations under this Agreement and the other Transaction Documents and the consummation by the Company of the Transactions have been duly authorized by all requisite corporate action on the part of the Company, except for approval of the stockholders of the Company as required under the DGCL and the rules of the New York Stock Exchange. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When the other Transaction Documents to which the Company is or will be a party have been duly executed and delivered by the Company (assuming due authorization, execution and delivery by each of the other parties thereto), such Transaction Document will constitute a legal and binding obligation of the Company enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 Organizational Documents. The Company has delivered or made available to the Remington Holders true and correct copies of the Organizational Documents of the Company and each of its Subsidiaries. Neither the Company nor any of its Subsidiaries is in violation of any of the provisions of its Organizational Documents.

Section 4.03 Subsidiaries. *Schedule 4.03* lists each of the Subsidiaries of the Company as of the date hereof and its place of organization. *Schedule 4.03* sets forth, for each Subsidiary that is not, directly or indirectly, wholly owned by the Company, (x) the number and type of any capital stock of, or other equity or voting interests in, such Subsidiary that is outstanding as of the date hereof and (y) the number and type of shares of capital stock of, or other equity or voting interests in, such Subsidiary that, as of the date hereof, are owned, directly or indirectly, by the Company. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of the Company that is owned directly or indirectly by the Company have been validly issued, were issued free of pre-emptive rights, except as set forth on *Schedule 4.03*, and are fully paid and non-assessable, and are free and clear of all Encumbrances, including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other equity or voting interests, except for any Encumbrances (x) imposed by applicable securities Laws or (y) arising pursuant to the Organizational Documents of any non-wholly owned Subsidiary of the Company. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, the Company does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 4.04 Capitalization of the Company. The authorized capital stock of the Company consists of: 200,000,000 authorized shares, consisting of 100,000,000 authorized shares of common stock, 50,000,000 authorized shares of blank check common stock and 50,000,000 authorized shares of blank check preferred stock. As of the date of this Agreement, (x) 1,989,787 shares of common stock were

issued and outstanding, and (y) 659 shares of common stock were issued and held by the Company in its treasury. All of the outstanding shares of capital stock of the Company are, and all shares of capital stock of the Company which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized and validly issued, fully paid and non-assessable and not subject to any pre-emptive or similar rights (and not issued in violation of any preemptive or similar rights). As of the date of this Agreement, except as set forth in this *Section 4.04*, (i) there are no other equity securities of the Company or any of its Subsidiaries issued or authorized and reserved for issuance, (ii) there are no outstanding options, warrants, preemptive rights, subscriptions, calls or other rights, convertible securities, exchangeable securities, agreements or commitments of any character obligating the Company or any of its Subsidiaries to issue, transfer or sell any equity interest the Company or such Subsidiary or any securities convertible into or exchangeable for such equity interests, or any commitment to authorize, issue or sell any such equity securities, except pursuant to the Transaction Documents, and (iii) there are no contractual obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any equity interest in the Company or any of its Subsidiaries or any such securities or agreements listed in clause (ii) of this sentence, except pursuant to the Transaction Documents or as set forth on *Schedule 4.04*. Neither the Company nor any of its Subsidiaries has outstanding bonds, debentures, notes or other Indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with the Company's stockholders on any matter. There are no voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting or registration of capital stock or other equity interest of the Company or any of its Subsidiaries, except pursuant to the Transaction Documents. No Subsidiary of the Company owns any capital stock of the Company.

Section 4.05 Company SEC Documents; Proxy Statement.

(a) Since January 1, 2015, the Company has filed with the SEC, on a timely basis, all registration statements, prospectuses, schedules, statements, forms, documents, reports and other documents (including exhibits and all other information incorporated by reference) required to be filed with the SEC or furnished to the SEC by the Company under the Exchange Act (all such registration statements, prospectuses, schedules, statements, forms, documents, reports and other documents, together with any exhibits and other information incorporated by reference so filed or furnished during such period, as the same may have been amended since their filing, collectively, the "*Company SEC Documents*"). As of their respective dates, or if amended, as of the date of the last such amendment, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, and the rules and regulations of the SEC thereunder applicable to such Company SEC Documents. At the time filed with the SEC (or if amended prior to the date of this Agreement, as of the date of such amendment), none of the Company SEC Documents (as amended, if applicable, but excluding any exhibits thereto) contained any untrue statement of a material fact or omitted a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the Company's Subsidiaries is required to file or furnish any forms, reports or other documents with the SEC.

(b) Each of the financial statements included in the Company SEC Documents (including the related notes and schedules) complied as to form, as of their respective dates, or if amended, as of the date of the last such amendment, in all material respects with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except in the case of the unaudited statements, as permitted by Form 10-Q under the Exchange Act) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the results of its

operations and its cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein).

(c) The proxy statement (together with any amendments or supplements thereto, the "*Proxy Statement*") relating to the Stockholder Meeting will not, at the time the Proxy Statement is first mailed to the Company's stockholders or at the time of the Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, except that no representation or warranty is made by the Company with respect to information supplied by the Remington Holders or any of their Representatives for inclusion in the Proxy Statement. The Proxy Statement when filed, distributed or disseminated, as applicable, will comply as to form in all material respects with the applicable requirements of the Exchange Act.

(d) The Company and each of its Subsidiaries has established and maintains a system of "internal controls over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is sufficient to provide reasonable assurance (i) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that receipts and expenditures of the Company and its Subsidiaries are being made only in accordance with authorizations of management and the Company Board, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's and its Subsidiaries' assets that could have a material effect on the Company's financial statements.

(e) The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to ensure that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of the Company required under the Exchange Act with respect to such reports. The Company has disclosed, based on its most recent evaluation of such disclosure controls and procedures prior to the date of this Agreement, to the Company's auditors and the audit committee of the Company Board and on *Schedule 4.05(e)* (i) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that could adversely affect in any material respect the Company's ability to record, process, summarize and report financial information, and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" will have the meaning assigned to them in Public Company Accounting Oversight Board Auditing Standard 2, as in effect on the date of this Agreement.

(f) The audited balance sheet of the Company dated as of December 31, 2014 contained in the Company SEC Documents filed prior to the date hereof is hereinafter referred to as the "*Company Balance Sheet*." Neither the Company nor any of its Subsidiaries has any Liabilities other than Liabilities that (i) are reflected or recorded on the Company Balance Sheet (including in the notes thereto), (ii) were incurred since the date of the Company Balance Sheet in the ordinary course of business, (iii) are incurred in connection with the transactions contemplated by this Agreement, or (iv) would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(g) Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off balance sheet partnership or any similar Contract

(including any Contract or arrangement relating to any transaction or relationship between or among the Company and any of its Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any "off balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K under the Exchange Act)), where the result, purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, the Company or any of its Subsidiaries in the Company's or such Subsidiary's published financial statements or other Company SEC Documents.

Section 4.06 Absence of Certain Changes or Events. Since the date of the Company Balance Sheet, except in connection with the execution and delivery of this Agreement and the consummation of the Transactions, the business of the Company and each of its Subsidiaries has been conducted in the ordinary course of business and there has not been or occurred any Company Material Adverse Effect or any event, condition, change or effect that could reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.07 No Conflicts; Consents. The execution, delivery and performance by each of the Company, Newco, Newco Sub and GP Holdings of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the Transactions, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of the Company, Newco or Newco Sub, GP Holdings or any of its other Subsidiaries; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Company, Newco, Newco Sub, GP Holdings or any of its other Subsidiaries or any other respective properties or assets; (c) require the consent, notice or other action by any Person under any Contract to which the Company or any of its Subsidiaries is a party as of the date hereof; or (d) result in the creation of an Encumbrance (other than Permitted Encumbrance) on any of the properties or assets of the Company or any of its Subsidiaries. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Company, Newco, Newco Sub, GP Holdings or any of its other Subsidiaries in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions, except for such filings as may be required under the HSR Act and filings expressly described in this Agreement and the other Transaction Documents.

Section 4.08 Taxes.

(a) All material Tax Returns required to have been filed (taking into account any applicable extensions of time in which to file) by any Company Party have been filed. Such Tax Returns are true, complete and correct in all material respects. All Taxes (whether or not shown on any Tax Return) due and owing by the Company (to the extent the failure to pay such Taxes could result in an Encumbrance on any of the Contributed Assets or a Liability of any Company Subsidiary) or any Company Subsidiary have been timely paid.

(b) The Company (to the extent its failure to do so could result in an Encumbrance on any of the Contributed Assets or a Liability of any Company Party) and each Company Subsidiary has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, partner, member or other party, and complied with all information reporting and backup withholding provisions of applicable Law in all material respects.

(c) There are no Encumbrances for Taxes (other than for current Taxes not yet due and delinquent or Taxes being contested in good faith by appropriate proceedings) upon the assets of any Company Subsidiary or the Contributed Assets.

(d) Neither the Company nor any Company Subsidiary has been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes (other than a group of which the Company was the parent). Neither the Company nor any Company Subsidiary has any liability for Taxes of any Person (other than the Company or any Company Subsidiary) under Treasury Regulations § 1.1502-6 (or any corresponding provision of state, local or foreign Law), as transferee or successor or by Contract or otherwise, except for Excluded Tax Contracts.

(e) None of the Company Subsidiaries will be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of use by any Company Party prior to the Closing of an improper method of accounting, in each case for a taxable period ending on or prior to the Closing Date.

(f) No unresolved written claim has been made within the past four years by any taxing authority in any jurisdiction where any of the Company Parties does not file Tax Returns that such Company Party is, or may be, subject to Tax by that jurisdiction.

(g) None of the Company Parties is a party to any Action by any taxing authority. There are no audits or examinations by a taxing authority, or other administrative proceedings, threatened by a taxing authority in writing against any of the Company Parties or pending with respect to any Taxes of any of Company Parties.

(h) The representations and warranties made in *Section 4.08* refer only to the activities of the Company and the Company Subsidiaries prior to the Closing. Except for the representations and warranties made in *Section 4.08(c)* through *Section 4.08(e)*, the representations and warranties made in *Section 4.08* are not intended to serve as representations and warranties regarding, or a guarantee of, and cannot be relied upon with respect to, Taxes attributable to (or Tax attributes available for) any Tax period (or a portion thereof) beginning after the Closing Date or any Tax position taken after the Closing.

(i) The Company does not currently have any plan, agreement, commitment, intention or arrangement, whether written or oral, to dispose of any of its shares of Newco Common Stock. For purposes of this representation, a "disposition" will include any direct or indirect offer, offer to sell, sale, contract of sale or grant of any option to purchase, gift, transfer, pledge or other disposition, including any disposition of the economic or other risks of ownership through hedging transactions or derivatives and any other transaction that would constitute a "constructive sale" within the meaning of Section 1259 of the Code, including, without limitation, a short-sale, forward sale, equity swap or other derivative contract with respect to the Newco Common Stock or substantially identical property, or other transaction having substantially the same effect as the foregoing.

(j) None of the Company or any of its Subsidiaries (other than Newco or Newco Sub or their respective Subsidiaries) knows of any fact, or has taken, failed to take, or agreed to take any action, that would prevent the exchange of LP Interests, Transferred Economic Interests and any Excess GP Interest for Newco Common Stock and Newco Preferred Stock pursuant to this Agreement, together with the exchange contemplated pursuant to the Company Contribution Agreement, from qualifying as a tax-free exchange under § 351 of the Code.

Section 4.09 Legal Proceedings; Governmental Orders.

(a) There are no Actions pending or, to the Company's Knowledge, threatened against or by the Company or its Subsidiaries affecting any of its properties or assets, which if determined adversely to the Company or its Subsidiaries would result in a Company Material Adverse Effect or challenge the Transaction.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Company, the Subsidiaries or any their properties or assets, which would have a Company Material Adverse Effect.

Section 4.10 Compliance with Laws; Permits.

(a) The Company and its Subsidiaries are each in compliance, in all material respects with all Laws applicable to it or its business, properties or assets, except where failure to be in compliance would not have a Company Material Adverse Effect.

(b) All material Permits required for the Company and each of its Subsidiaries to conduct its business have been obtained and are valid and in full force and effect, except where the failure to obtain such Permits would not have a Target Material Adverse Effect.

Section 4.11 Brokers; Financial Advisors. Except for the Special Committee's engagement of BMO, no broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions or any other Transaction Document based upon arrangements made by or on behalf of the Company, the Company Board or the Special Committee. The Company will be responsible for, and will pay when due, all fees and amounts owing to BMO.

Section 4.12 Fairness Opinion. The Special Committee and the Company Board have received the opinion of BMO to the effect that, subject to the assumptions, qualifications and limitations relating to such opinion, as of the date of this Agreement, the Aggregate Consideration is fair, from a financial point of view, to the holders of Company Common Stock (the "*Fairness Opinion*"), and, as of the date of this Agreement, such Fairness Opinion has not been withdrawn, revoked or modified. A true, complete and correct copy of such Fairness Opinion will be delivered to the Remington Holders promptly after the date of this Agreement for informational purposes only.

Section 4.13 No Other Representations and Warranties. Except for the representations and warranties contained in this *Article IV* (including the related portions of the Disclosure Schedules), the Company has not made and does not make any other express or implied representation or warranty, either written or oral, on behalf of the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to the Remington Holders and their Representatives in any form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

Section 4.14 Full Disclosure. None of the information supplied or to be supplied by the Company or any of its Representatives for inclusion or incorporation by reference in the Proxy Statement will, at the time the Proxy Statement is first mailed to the Company's stockholders or at the time of the Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF NEWCO

Except as set forth in the Disclosure Schedules, Newco represents and warrants to the Company and the Remington Holders as follows:

Section 5.01 Organization and Authority of Newco, Newco Sub and GP Holdings. Newco is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations under this Agreement

and the other Transaction Documents and to consummate the Transactions. Newco Sub is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations under this Agreement and the other Transaction Documents and to consummate the Transactions. GP Holdings is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations under this Agreement and the other Transaction Documents and to consummate the Transactions. The execution and delivery by each of Newco, Newco Sub and GP Holdings of this Agreement and any other Transaction Document to they are a party, the performance by each of them of their obligations under this Agreement and the other Transaction Documents and the consummation by each of them of the Transactions have been duly authorized by all requisite action on the part of Newco, Newco Sub and GP Holdings. This Agreement has been duly executed and delivered by each of Newco, Newco Sub and GP Holdings, and (assuming due authorization, execution and delivery by the other Parties) this Agreement constitutes a legal, valid and binding obligation of each of Newco, Newco Sub and GP Holdings enforceable against each of them in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When the other Transaction Documents to which Newco, Newco Sub or GP Holdings is or will be a party have been duly executed and delivered by such Party (assuming due authorization, execution and delivery by each other parties thereto), such Transaction Document will constitute a legal and binding obligation of such Party enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.02 Capitalization of Newco. The authorized capital stock of Newco consists of: 113,000,000 shares of capital stock, consisting of (i) 100,000,000 shares of Series A voting common stock, par value $0.01 per share; (ii) 3,500,000 shares of Series B non-voting common stock, par value $0.01 per share); and (iii) 9,500,000 shares of blank check preferred stock, par value $25.00. As of the date of this Agreement, (x) 100 shares of Series A voting common stock were issued and outstanding, and (y) no shares were issued and held by Newco in its treasury. All of the outstanding shares of capital stock of Newco are, and all shares of capital stock of Newco which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized and validly issued, fully paid and non-assessable and not subject to any pre-emptive or similar rights (and were not issued in violation of any preemptive or similar rights). As of the date of this Agreement, except as set forth in this *Section 5.02* or as contemplated by the other Transaction Documents, (i) there are no other equity securities of Newco or any of its Subsidiaries issued or authorized and reserved for issuance, (ii) there are no outstanding options, warrants, preemptive rights, subscriptions, calls or other rights, convertible securities, exchangeable securities, agreements or commitments of any character obligating Newco or any of its Subsidiaries to issue, transfer or sell any equity interest of Newco or such Subsidiary or any securities convertible into or exchangeable for such equity interests, or any commitment to authorize, issue or sell any such equity securities, except pursuant to this Agreement, and (iii) there are no contractual obligations of Newco or any of its Subsidiaries to repurchase, redeem or otherwise acquire any equity interest in Newco or any of its Subsidiaries or any such securities or agreements listed in clause (ii) of this sentence. Neither Newco nor any of its Subsidiaries has outstanding bonds, debentures, notes or other Indebtedness, the holders of which have the right to vote (or which are convertible or exchangeable into or exercisable for securities having the right to vote) with Newco's stockholders on any matter. There are no voting trusts or other agreements or understandings to which Newco or any of its Subsidiaries is a party with respect to the voting or

registration of capital stock or other equity interest of Newco or any of its Subsidiaries. No Subsidiary of Newco owns any capital stock of Newco.

Section 5.03 GP Holdings and GP Holdings I. GP Holdings and GP Holdings I are currently, and at all times since their formation have been, treated as entities disregarded from Newco Sub and Newco, respectively, for federal income tax purposes. No election has been made to treat GP Holdings or GP Holdings I as a corporation for any Tax purposes.

Section 5.04 No Other Representations and Warranties. Except for the representations and warranties contained in this *Article V* (including the related portions of the Disclosure Schedules), neither Newco nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Newco, including any representation or warranty as to the accuracy or completeness of any information regarding Newco furnished or made available to the Remington Holders and its Representatives or to the Company and its Representatives in any form in expectation of the transactions contemplated hereby or as to the future revenue, profitability or success of Newco, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VI
COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. From the date of this Agreement until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Company (which consent will not be unreasonably withheld or delayed), the Target Companies and the Remington Holders will (i) conduct the business of the Target Companies in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of the Target Companies and to preserve the rights, franchises, goodwill and relationships of their employees, customers, lenders, suppliers, regulators and others having business relationships with the Target Companies. Without limiting the foregoing, from the date of this Agreement until the Closing Date, except as consented to in writing by the Company, the Target Companies and the Remington Holders will:

(a) cause the Target Companies to preserve and maintain all of their Permits;

(b) cause the Target Companies to pay their debts, Taxes and other obligations when due, unless they are being contested in good faith by appropriate procedures and are payable without penalty or interest;

(c) cause the Target Companies to maintain the properties and assets owned, operated or used by the Target Companies in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(d) cause the Target Companies to continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

(e) cause the Target Companies to defend and protect their properties and assets from infringement or usurpation;

(f) cause the Target Companies to perform all of their obligations under all Management Contracts and all other Contracts relating to or affecting their revenues, properties, assets, business or prospects;

(g) cause the Target Companies to maintain their accounting and corporate books and records in accordance with past practice;

(h) cause the Target Companies to comply in all material respects with all applicable Laws; and

(i) cause the Target Companies not to take or permit any action that would cause any of the changes, events or conditions described in *Section 3.08* to occur.

Section 6.02 Access to Information. From the date of this Agreement until the Closing, the Target Companies and the Remington Holders will (a) afford the Company and its Representatives full and free access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Management Contracts and other Contracts, and other documents and data related to the Target Companies; (b) furnish the Company and its Representatives with such financial, operating and other data and information related to the Target Companies as the Company or any of its Representatives may reasonably request; and (c) instruct the Representatives of the Remington Holders and the Target Companies to cooperate with the Company in its investigation of the Target Companies; provided that any such investigation will be conducted during normal business hours upon reasonable advance notice to the Target Companies and in such a manner as not to interfere unreasonably with the normal operations of the Target Companies. No investigation by the Company or other information received by the Company will operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Target Companies or the Remington Holders in this Agreement or in any other Transaction Document. Notwithstanding anything to the contrary in this Agreement, none of the Remington Holders will be required to provide copies of their individual Tax Returns or workpapers with respect thereto.

Section 6.03 No Solicitation by the Target Companies or Remington Holders.

(a) None of the Target Companies or the Remington Holders will, and they will not authorize or permit any of their Affiliates or any their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a Remington Holder Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Remington Holder Acquisition Proposal; (iii) enter into any agreements, arrangements, or understandings (whether or not binding) regarding a Remington Holder Acquisition Proposal; or (iv) otherwise knowingly facilitate any effort or attempt to make a Remington Holder Acquisition Proposal. The Remington Holders and the Target Companies will immediately cease and cause to be terminated, and will cause their Affiliates and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, a Remington Holder Acquisition Proposal.

(b) In addition to the other obligations under this *Section 6.03*, the Target Companies and the Remington Holders will promptly (and in any event within two Business Days after receipt thereof by any of the Target Companies, the Remington Holders or their Representatives) advise the Company orally and in writing of any Remington Holder Acquisition Proposal, any request for information with respect to any Remington Holder Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in a Remington Holder Acquisition Proposal, the material terms and conditions of such request, Remington Holder Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) The Target Companies and the Remington Holders agree that the rights and remedies for noncompliance with this *Section 6.03* will include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company.

Section 6.04 No Solicitation by the Company; No Adverse Company Recommendation.

(a) The Company will not, and will not authorize or permit Newco, Newco Sub or any of its other Affiliates or any of its or their Representatives (including the Special Committee) to, directly

or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a Company Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Company Acquisition Proposal; (iii) enter into any agreements, arrangements, or understandings (whether or not binding) regarding a Company Acquisition Proposal; or (iv) otherwise knowingly facilitate any effort or attempt to make a Company Acquisition Proposal. The Company will immediately cease and cause to be terminated, and will cause Newco, Newco Sub and their Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted with respect to, or that could lead to, a Company Acquisition Proposal.

(b) Notwithstanding *Section 6.04(a)*, from the date of this Agreement until the date that the Required Stockholder Vote has been obtained, following the receipt by the Company of an unsolicited *bona fide* written Company Acquisition Proposal, (i) the Company Board and the Special Committee will be permitted to participate in discussions regarding such Company Acquisition Proposal solely to clarify the terms of such Company Acquisition Proposal and (ii) if the Company Board determines in good faith (A) that such Company Acquisition Proposal constitutes or could reasonably be expected to lead to a Company Superior Proposal and (B) after consultation with outside legal counsel, that the failure to take the actions set forth in *clauses (x)* and *(y)* below with respect to such Company Acquisition Proposal would be inconsistent with their fiduciary duties, then the Company may, in response to such Company Acquisition Proposal, (x) furnish access and non-public information with respect to the Company and its Affiliates to the Person that has made such Company Acquisition Proposal and (y) participate in discussions and negotiations regarding such Company Acquisition Proposal.

(c) In addition to the other obligations under this *Section 6.04*, the Company will promptly (and, in any event, within 48 hours after receipt thereof by the Company or its Representatives) notify the Remington Holders orally and in writing if any inquiries, proposals or offers that could reasonably be expected to result in a Company Acquisition Proposal are received by, any such information is requested from, or any such discussions or negotiation are sought to be initiated or continued with, it or any of its Representatives indicating, in connection with such notice, the name of such Person and the material terms and conditions of any proposals or offers (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements) and thereafter will keep the Remington Holders informed, on a current basis, of the status and terms of any such proposals or offers (including any amendments thereto) and the status of any such discussions or negotiations, including any change in the Company's intentions as previously notified.

(d) Except as set forth in *Section 6.04(e)* and *Section 6.04(f)*, the Company Board or any committee thereof (including the Special Committee) will not (i) withdraw, modify or amend the Company Recommendation in any manner adverse to Remington Holders, (ii) approve, endorse or recommend a Company Acquisition Proposal or (iii) at any time following receipt of an Company Acquisition Proposal, fail to reaffirm its approval or recommendation of this Agreement and the Transactions as promptly as practicable (but in any event within five Business Days after receipt of any reasonable written request to do so from Remington Holders) (any of the above, an "*Adverse Company Recommendation*").

(e) Notwithstanding the foregoing, the Company Board or the Special Committee may, at any time before obtaining the Required Stockholder Vote, to the extent it determines in good faith, after consultation with outside legal counsel, that failure to take such action would be inconsistent

with its fiduciary duties, in response to a Company Superior Proposal received by the Company Board or the Special Committee, make an Adverse Company Recommendation, but only if:

(i) the Company has first provided the Remington Holders prior written notice, at least three Business Days in advance, that it intends to make such Adverse Company Recommendation and is prepared to terminate this Agreement to enter into a Contract with respect to a Company Superior Proposal, which notice will include the material terms and conditions of the transaction that constitutes such Company Superior Proposal, the identity of the Person making such Company Superior Proposal, and copies of any Contracts that are proposed to be entered into with respect to such Company Superior Proposal; and

(ii) during the three Business Days after the receipt of such notice (it being understood and agreed that any material change to the financial or other terms and conditions of such Company Superior Proposal will require an additional notice to Remington Holders of a two Business Day period that may, in whole or in part, run concurrently with the initial three Business Day period), the Company has, and has caused its Representatives to, negotiate with the Remington Holders in good faith (to the extent the Remington Holders desire to negotiate) to make such adjustments in the terms and conditions of this Agreement and the other Transaction Documents so that there is no longer a basis for such Company Acquisition Proposal to constitute a Company Superior Proposal.

(f) Notwithstanding the foregoing, the Company Board may, at any time before obtaining the Required Stockholder Vote, to the extent it determines in good faith, after consultation with outside legal counsel, that failure to take such action would be inconsistent with its fiduciary duties, in response to a Company Intervening Event, make an Adverse Company Recommendation, but only if:

(i) the Company has first provided the Remington Holders prior written notice, at least three Business Days in advance, that it intends to make such Adverse Company Recommendation; and

(ii) during the three Business Days after the receipt of such notice, the Company has, and has caused its Representatives to, negotiate with the Remington Holders in good faith (to the extent the Remington Holders desire to negotiate) to make such adjustments in the terms and conditions of this Agreement and the other Transaction Documents so that there is no longer a basis for such withdrawal, modification or amendment.

(g) Nothing contained in this *Section 6.04* will be deemed to prohibit the Company Board from disclosing to the stockholders of the Company a position contemplated by Rules 14d-9 and 14e-2 promulgated under the Exchange Act, *provided*, that if such disclosure does not reaffirm the Company Recommendation or has the substantive effect of withdrawing or adversely modifying the Company Recommendation, such disclosure will be deemed to be an Adverse Company Recommendation (it being understood that any "stop, look or listen" communication that contains only the information set forth in Rule 14d-9(f) will not be deemed to be an Adverse Company Recommendation).

(h) The Company agrees that the rights and remedies for noncompliance with this *Section 6.04* will include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Remington Holders and that money damages would not provide an adequate remedy to the Remington Holders.

Section 6.05 Notice of Certain Target Events.

(a) From the date of this Agreement until the Closing, the Target Companies and the Remington Holders will promptly notify the Company in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Target Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by any of the Target Companies or the Remington Holders under this Agreement not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in *Section 8.02* to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Transactions;

(iii) any notice or other communication from any Governmental Authority in connection with the Transactions; and

(iv) any Actions commenced or, to the Remington Holders' Knowledge, threatened against, relating to or involving or otherwise affecting the Remington Holders or any of the Target Companies that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to *Section 3.16* or that relates to the consummation of the Transactions.

(b) The Company's receipt of information pursuant to this *Section 6.05* will not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by any of the Target Companies or the Remington Holders in this Agreement (including *Section 10.01(b)*) or in any other Transaction Document and will not be deemed to amend or supplement the Disclosure Schedules.

(c) From time to time prior to the Closing, Target and the Remington Holders will have the right (but not the obligation) to supplement or amend the Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date of this Agreement (each a "*Target Schedule Supplement*"). Any disclosure in any such Target Schedule Supplement will not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of termination rights contained in this Agreement or of determining whether or not the conditions set forth in *Section 8.02* have been satisfied; provided, however, that if the Company has the right to, but does not elect to, terminate this Agreement within seven Business Days of its receipt of such Target Schedule Supplement, then the Company will be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter.

Section 6.06 Confidentiality. From and after the Closing, the Remington Holders will hold, and will cause their Affiliates to hold, and will use their best efforts to cause their respective Representatives to hold, in confidence and to use only for the benefit of the Company, Newco, Newco Sub and GP Holdings and the Target Companies any and all information, whether written or oral, concerning the Target Companies, except to the extent that the Remington Holders can show that such information (a) is generally available to and known by the public through no fault of the Remington Holders, any of their Affiliates or their respective Representatives; (b) is lawfully acquired by the Remington Holders, any of their Affiliates or their respective Representatives from and after the Closing from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (c) is relevant to a Tax audit, examination, litigation, or proceeding or to the filing of a Tax Return. If the Remington Holders or any of their Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by

other requirements of Law, the Remington Holders will promptly notify the Company in writing and will disclose only that portion of such information that the Remington Holders are advised by their counsel in writing is legally required to be disclosed, *provided that* the Remington Holders will use their reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.07 Governmental Approvals and Consents; Cooperation.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the Remington Holders, the Target Companies, the Company, and Newco will use their reasonable best efforts to promptly (i) take, or to cause to be taken, all actions, and to do, or to cause to be done, and to assist and cooperate with the other Parties in doing all things reasonably necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain from any Governmental Authorities and any third parties any actions, non-actions, clearances, waivers, consents, approvals, permits or orders required to be obtained by the Remington Holders, the Target Companies, the Company, or Newco in connection with the authorization, execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Transactions; and (iii) make all registrations, filings, notifications or submissions which are necessary or advisable, and thereafter make any other required submissions, with respect to this Agreement and the other Transaction Documents and the Transactions required under (A) any applicable federal or state securities Law and (B) any other applicable Law.

(b) Notwithstanding the foregoing or any other provision of this Agreement, nothing contained in this Agreement will require or obligate any of the Parties to: (i) pay or commit to pay any material amount of cash or other consideration, or incur or commit to incur any material liability or other obligation, in connection with obtaining any authorization, consent, order, registration or approval; or (ii) except as provided in *Article VI* agree or otherwise be required to sell, divest, dispose of, license, hold separate, or take or commit to take any action that limits in any material respect their respective freedom of action with respect to, or its ability to retain, any businesses, products, rights, services, licenses, or assets of such Party or any of their respective Affiliates, or any interest therein.

(c) Each of the Parties will (i) subject to any restrictions under any applicable Law, to the extent practicable, promptly notify each other Party of any communication to the first such Party from any Governmental Authority with respect to this Agreement or the other Transaction Documents or the Transactions and permit the other Parties to review in advance any proposed written communication to any Governmental Authority, (ii) respond as promptly as reasonably practicable to any inquiries received from, and supply as promptly as reasonably practicable any additional information or documentation that may be requested by any Governmental Authority in respect of any registrations, declarations and filings, (iii) unless required by applicable Law, not agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the other Transaction Documents or the Transactions unless it consults with the other Parties in advance and, to the extent not prohibited by applicable Law or such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the extent practicable, (iv) subject to any restrictions under any applicable Law, furnish the other Parties with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and any Governmental Authority or members of its staff on the other hand, with respect to this Agreement or the other Transaction Documents or the Transactions (excluding any documents and communications that are subject to preexisting confidentiality agreements, the attorney client privilege or work product doctrine), and (v) furnish the other Parties with such necessary

information and reasonable assistance as such other Parties and their Affiliates may reasonably request in connection with their preparation of necessary filings, registrations, or submissions of information to any Governmental Authorities in connection with this Agreement and the other Transaction Documents and the Transactions.

Section 6.08 Stockholder Meeting; Proxy Statement.

(a) The Company will take all action necessary in accordance with the DGCL and the Company's Organizational Documents to establish a record date for, duly and promptly call, give notice of, convene and hold a meeting of its stockholders (the "*Stockholder Meeting*") for the purpose of voting upon the approval of this Agreement, the other Transaction Documents, and the Transactions to the extent required by the DGCL and any other applicable Law or the rules of the New York Stock Exchange. The Company will cause the Stockholder Meeting to be held as promptly as reasonably practicable after the mailing of the Proxy Statement. The Company will, as promptly as reasonably practicable after the date of this Agreement, prepare and file a preliminary Proxy Statement with the SEC. The Company will respond to any comments of the SEC or its staff with respect to the Proxy Statement and use its reasonable best efforts to cause the Proxy Statement to be cleared by the SEC as promptly as reasonably practicable. The Company will recommend (subject to *Section 6.04(d)*, *Section 6.04 (e)* and *Section 6.04(f)*) that the stockholders of the Company authorize and approve this Agreement and the Transactions in accordance with § 212 of the DGCL (the "*Company Recommendation*") at the Stockholder Meeting, and the Company will include the Company Recommendation in the Proxy Statement (subject to *Section 6.04(d)*, *Section 6.04(e)* and *Section 6.04(f)*), and, subject to *Section 6.04(d)*, *Section 6.04(e)* and *Section 6.04(f)*, will use its reasonable best efforts to solicit from the Company's stockholders proxies in favor of the adoption of this Agreement and the Transactions. If, at any time prior to the Stockholder Meeting any information relating to the Remington Holders or the Company or any of their respective Affiliates should be discovered that should be set forth in an amendment or supplement to the Proxy Statement so that the Proxy Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, the Party that discovers such information will promptly notify the other Parties and, to the extent required by Law will disseminate an appropriate amendment thereof or supplement thereto describing such information to the stockholders of the Company. Notwithstanding the immediately preceding sentence, each of the Company, the Target Companies and the Remington Holders agrees and covenants that (i) none of the information with respect to such Party supplied or to be supplied by such Party for inclusion in the Proxy Statement contains or will contain any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading and (ii) prior to the Company filing the preliminary Proxy Statement with the SEC, such Party will review the preliminary Proxy Statement and represent that the Proxy Statement does not contain any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(b) The Target Companies and the Remington Holders agree to cooperate with the Company in the preparation of the Proxy Statement and, as promptly as practicable following the date of this Agreement, will furnish the Company with all information relating to it and required pursuant to the Exchange Act rules and regulations promulgated thereunder to the set forth in the Proxy Statement. The Company will promptly notify the Target and the Remington Holders of the receipt of any comments from the SEC or its staff and of any request by the SEC or its staff for amendments or supplements to the Proxy Statement or for additional information and will promptly supply the Target and the Remington Holders with copies of all correspondence between

the Company or any of its Representatives, on the one hand, and the SEC or its staff, on the other hand, with respect to the Proxy Statement. Each of the Parties agrees to use its reasonable best efforts, after consultation with the other Parties, to respond promptly to all such comments of and requests by the SEC. No filing of, or amendment or supplement to, or correspondence to the SEC or its staff, with respect to the Proxy Statement will be made by the Company without providing the Remington Holders and the Target a reasonable opportunity to review and propose comments on the Proxy Statement.

Section 6.09 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Remington Holders, or for any other reasonable purpose, for a period of five years after the Closing, the Company will:

(i) retain the books and records (including personnel files) of the Target Companies relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Target Companies; and

(ii) upon reasonable notice, afford the Representatives of the Remington Holders reasonable access (including the right to make, at the Remington Holders' expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters will be retained pursuant to the periods set forth in *Article VII*.

(b) In order to facilitate the resolution of any claims made by or against or incurred by the Company or the Target Companies after the Closing, or for any other reasonable purpose, for a period of five years following the Closing, the Remington Holders will:

(i) retain the books and records (including personnel files) of the Remington Holders that relate to the Target Companies and their operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Representatives of the Company or the Target Companies reasonable access (including the right to make, at the Company's expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters will be retained pursuant to the periods set forth in *Article VII*.

(c) Neither the Company nor the Remington Holders will be obligated to provide the other Party with access to any books or records (including personnel files) pursuant to this *Section 6.09* to the extent such access would violate any applicable Law.

Section 6.10 Closing Conditions. From the date of this Agreement until the Closing, each Party will take such actions as are necessary to expeditiously satisfy the closing conditions set forth in *Article VIII*.

Section 6.11 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no Party will make any public announcements in respect of this Agreement or the Transactions or otherwise communicate with any news media without the prior written consent of the other Parties (which consent will not be unreasonably withheld or delayed), and the Parties will cooperate as to the timing and contents of any such announcement.

Section 6.12 Further Assurances. Following the Closing, each of the Parties will, and will cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions

of this Agreement and the other Transaction Documents and give effect to the Transactions. In the event that the agreement referenced in the last sentence of *Section 2.02* is not executed by the Target and Sharkey at least five days prior to the Closing, then no such consideration will be allocated to Sharkey and such consideration will instead be proportionately allocated to the Remington Holders and MJB Investments and *Schedule 2.02* will be updated accordingly

Section 6.13 Knowledge of the Parties.

(a) The Remington Holders will not have any right to (a) terminate this Agreement under *Section 10.01(c)*; (b) assert or claim that any condition to their obligations to consummate the Transactions has not been fulfilled; or (c) claim any damage or seek any other remedy at Law or in equity (i) for any breach of or inaccuracy in any representation or warranty made by the Company, Newco or Newco Sub or (ii) any breach of any covenant or agreement by the Company, Newco or Newco Sub, in each case, to the extent (x) the Remington Holders had Knowledge of any facts or circumstances that constitute or give rise to such breach of or inaccuracy in such representation or warranty or would proximately or directly cause any such condition not to be fulfilled as of the date of this Agreement or (y) the breach of such covenant or agreement by the Company or the failure to be fulfilled of any such condition was (1) substantially caused by any action or omission on the part of the Remington Holders or (2) intentionally permitted to occur, although such breach or failure to be fulfilled could have been prevented, by the Remington Holders.

(b) The Company will not have any right to (a) terminate this Agreement under *Section 10.01(a)*; (b) assert or claim that any condition to its obligations to consummate the Transactions has not been fulfilled; or (c) claim any damage or seek any other remedy at Law or in equity (i) for any breach of or inaccuracy in any representation or warranty made by the Target or the Remington Holders or (ii) any breach of any covenant or agreement by the Target or the Remington Holders, in each case, to the extent (x) the Company had Knowledge of any facts or circumstances that constitute or give rise to such breach of or inaccuracy in such representation or warranty or would proximately or directly cause any such condition not to be fulfilled as of the date of this Agreement or (y) the breach of such covenant or agreement by the Target Companies or the Remington Holders or the failure to be fulfilled of any such condition was (1) substantially caused by any action or omission on the part of the Company (without any substantial participation by Monty J. Bennett) or (2) intentionally permitted to occur, although such breach or failure to be fulfilled could have been prevented, by the Company, unless Monty J. Bennett substantially participated in permitted such breach or failure to be fulfilled to occur.

Section 6.14 Indemnification and Insurance.

(a) The Organizational Documents of the Target Companies will, for a period of six years after the Closing, contain provisions no less favorable, in all material respects, to the Persons covered thereby on the date hereof with respect to exculpation, indemnification and advancement of expenses than as set forth in the Organizational Documents of the Target Companies, respectively, as of the date of this Agreement.

(b) Prior to the Closing, the Target may purchase "tail" insurance coverage covering the respective directors and officers of the Target Companies (as applicable) as of the Closing through six years after the Closing and providing coverage not materially less favorable than the coverage afforded by the current directors and officers liability insurance policies maintained by the Target.

(c) Prior to the Closing, the Company may purchase insurance coverage covering the directors and officers of the Company as of the Closing and such coverage will include such terms as may be reasonably agreed between the Company and the Remington Holders prior to the Closing.

(d) As a separate and independent obligation, the Company hereby guarantees the payment and performance by the Target of its obligations pursuant to this *Section 6.14* and pursuant to the contractual agreements entered into by the Target prior to the date hereof relating to indemnification of directors and officers of the Target and set forth in *Schedule 6.14(d)* (the "*Existing Indemnification Agreements*"). From and after the Closing, the Company will cause the Target to comply with all of its obligations under this *Section 6.14* and under the Existing Indemnification Agreements.

(e) In the event any of the Target Companies or any of their successors or assigns (i) consolidates with or merges into any other Person and will not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, in any such case, proper provision will be made so that the successors and assigns of the Target Companies will assume the obligations set forth in this *Section 6.14*.

ARTICLE VII
TAX MATTERS

Section 7.01 Tax Covenants.

(a) The Parties acknowledge and agree that upon the Closing, the Target will "terminate" for federal income tax purposes pursuant to § 708(b) of the Code, and that accordingly the taxable year of the Target will close for federal income tax purposes at the close of the Closing Date with respect to all partners of the Target.

(b) The Parties intend that the contribution made for Newco Stock pursuant to the Company Contribution Agreement and the transfers of LP Interests, Transferred Economic Interests and the Excess GP Interest for Newco Stock pursuant to this Agreement (collectively, the "*Exchanges*") will be treated as part of a single plan and will qualify as a tax-free exchange under § 351 of the Code (taking into account the transfer of the Profits Interest). The Parties agree to report the consummation of such transactions as such for federal, state and local income tax purposes. The Parties will duly file their respective tax returns for the taxable year including the Closing Date containing the information required under Treasury Regulation § 1.351-3. The Parties will cooperate with each other in timely providing the information necessary for the filing of such information and consult with each other in good faith in preparing such information. Notwithstanding any other provision in this Agreement, except as otherwise required pursuant to a "determination" within the meaning of § 1313(a) of the Code (or any comparable provision of any state, local or foreign law), none of the parties will take a position inconsistent with the treatment described in this *Section 7.01(b)* or *Section 7.01(c)* on any Tax Return, or otherwise. The Company (on behalf of the Company Parties), on the one hand, the Remington Holders, on the other hand, and Sharkey will promptly notify the others upon receiving written notice that any Governmental Authority is challenging, or requesting information regarding, such tax treatment.

(c) The Parties acknowledge and agree that the transfer of the GP Interests by the General Partner pursuant to this Agreement will be treated for U.S. federal income tax purposes as the sale of the GP Interests by the General Partner to Newco Sub in exchange for the Newco Sub Note (by reason of the GP Interests being sold by the General Partner to GP Holdings, which is disregarded as an entity separate from Newco Sub for tax purposes); provided that, to the extent that the fair market value of the GP Interest (as determined by reason of Tax audit or otherwise) exceeds the fair market value of the Newco Sub Note as of the Closing Date, (i) a portion of the GP Interest corresponding to such excess value (the "*Excess GP Interest*") will be treated as being contributed by the General Partner to Newco (by reason of being contributed by the General Partner to GP Holdings I, which is disregarded as an entity separate from Newco for tax purposes) in exchange

for Newco Preferred Stock having a fair market value equal to the fair market value of the Excess GP Interest as of the Closing Date (the "*Excess Stock*"), (ii) the number of shares of Newco Preferred Stock received by Archie Bennett, Jr. in exchange for LP Interests will be reduced by fifty percent of the number of shares of Excess Stock and the number of shares of Newco Preferred Stock received by Monty J. Bennett and/or MJB Investments, as applicable, in exchange for LP Interests will be reduced by fifty percent of the number of shares of Excess Stock, (iii) the General Partner will be treated as immediately distributing 50% of the Excess Stock to Archie Bennett, Jr., in his capacity as a member of the General Partner, and 50% to Monty J. Bennett, in his capacity as a member of the General Partner, and/or to MJB Investments on behalf of Monty J. Bennett, as applicable, (iv) after taking into account clause (ii) and clause (iii), the LP Transferors and MJB Investments, as applicable, will each receive the number of shares of Newco Preferred Stock reflected on *Schedule 2.02*, and (v) Newco will cause the Excess GP Interest to be contributed to GP Holdings pursuant to the Newco Contribution Agreement and/or the Newco Sub Contribution Agreement. The Parties agree that, as of the Closing Date, the fair market value of the GP Interest will be equal to the fair market value of the Newco Sub Note.

(d) Prior to the Closing, without the prior written consent of the Company, which consent will not be unreasonably withheld, delayed or conditioned, the Target Companies (and their respective Representatives) will not, other than in the ordinary course of business consistent with past practice, make, change or rescind any Tax election of any of the Target Companies, amend any Tax Return of any of the Target Companies or take any position on any Tax Return of any of the Target Companies to the extent such making, change, rescission, amendment or position (as applicable) would have the effect of increasing the Tax liability or reducing any Tax asset of Newco, Newco Sub or the Target Companies in respect of any Post-Closing Tax Period.

(e) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest thereon) incurred in connection with the transfer of the Transferred Securities pursuant to this Agreement and the other Transaction Documents, and the exchange contemplated pursuant to the Company Contribution Agreement (including any real property transfer Tax and any other similar Tax) (a "*Transfer Tax*"), will be borne and paid 50% by the Remington Holders and 50% by the Company when due. The Remington Holders, Sharkey and the Company Parties will cooperate to timely file any Tax Return or other document with respect to such Taxes or fees, and the expense of filing such Tax Returns or other documents will be borne 50% by the Remington Holders and 50% by the Company.

(f) The Target will prepare, or cause to be prepared, all Tax Returns required to be filed by the Target Companies after the Closing Date with respect to a Pre-Closing Tax Period. Any such Tax Return will be prepared in a manner consistent with past practice (unless otherwise required by Law, required to consummate the Transactions or consented to in writing by the Remington Holders, which consent will not be unreasonably withheld, conditioned or delayed) and without a change of any election or any accounting method (unless otherwise required by Law or agreed to in writing by the Remington Holders) and will be submitted by Newco Sub to the Remington Holders (together with schedules, statements and, to the extent requested by the Remington Holders, supporting documentation) at least 45 days prior to the due date (including extensions) of such Tax Return. If a Remington Holder objects to any item on, or otherwise has any objections with respect to, any such Tax Return, he will, within ten days after delivery of such Tax Return, notify the Target in writing that he so objects, specifying with particularity any such item or other objection and stating the specific factual or legal basis for any such objection. If a notice of objection will be duly delivered, the Target and such Remington Holder will negotiate in good faith and use their reasonable best efforts to resolve such items or other objections. If the Target and such Remington Holder are unable to reach such agreement within ten days after receipt by Newco Sub of such notice, the disputed items or objections will be resolved by the Independent

Accountant and any determination by the Independent Accountant will be final. The Independent Accountant will resolve any disputed items and objections within 20 days of having the dispute referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items or objections before the due date for such Tax Return, the Target will cause the Tax Return to be timely filed as prepared by the Target, and then amended to reflect the Independent Accountant's resolution, to the extent such resolution differs from the Tax Return originally filed by the Target. The costs, fees and expenses of the Independent Accountant will be borne 50% by the Company and 50% by the Remington Holders. To the extent permitted by applicable Law, the Remington Holders will include any income, gain, loss, deduction or other tax items of the Target for all Pre-Closing Tax Periods on their Tax Returns in a manner consistent with the Schedule K-1s furnished by the Target to Remington Holders after the Closing Date for such periods. Notwithstanding the foregoing, the Parties agree that in filing the partnership income Tax Returns for the Target (and any Target Subsidiary that is treated as a partnership for federal income tax purposes) for the taxable year of the Target that includes the Closing Date, the Target (and any Target Subsidiary that is treated as a partnership for federal income tax purposes, to the extent the Target controls the filing of such Target Subsidiary's Tax Returns) will (to the extent permitted under applicable law) make an election under § 754 of the Code (and any applicable corresponding provisions of foreign, state and local income Tax Law), if the Target (or Target Subsidiary as applicable) does not already have a valid election under Code § 754 (or such corresponding provision, as applicable) for such taxable year of the Target (or Target Subsidiary, as applicable). At least 45 days prior to the filing of any Tax Return or other Tax filing of a Company Party that allocates the Aggregate Consideration (whether explicitly or implicitly), Newco will notify the LP Transferors of such proposed allocation in writing. To the extent the LP Transferors object in writing to such proposed allocation within 20 days of the receipt thereof, the Parties will cooperate in good faith to resolve such dispute. Notwithstanding the foregoing, the LP Transferors will never assert, whether as a defense, affirmative defense, counterclaim, cross-claim, or other claim for any legal or equitable relief, in any proceeding by or before any arbitrator or Governmental Entity, that the covenants set forth in *Section 3.02* of the Investor Rights Agreement are not valid, binding, and enforceable (without regard to any principle of severability or "blue penciling") as a result of any position taken in any Tax Return or other Tax filing.

(g) The Company Parties, Sharkey and the Remington Holders will not knowingly (and, as applicable, will cause their respective subsidiaries to not) (i) take any action, or fail to take any action, as a result of which the Exchanges would fail to qualify as a tax-free exchange described in § 351 of the Code (and any comparable provisions of applicable state or local law) or (ii) enter into any contract, agreement, commitment or arrangement to take or fail to take any such action. Each of the Company Parties, Sharkey and the Remington Holders will use its or his reasonable best efforts (and, as applicable, cause their respective subsidiaries to use their reasonable best efforts) to cause the Exchanges to qualify as a tax-free exchange described in § 351 of the Code (and any comparable provisions of applicable state or local law).

(h) The Parties intend and agree that immediately after the Closing, (i) the Company will own all shares of Newco Common Stock and all other equity interests (or rights to acquire equity interests) in Newco, other than the Newco Common Stock and Newco Preferred Stock acquired by the Remington Holders, MJB Investments and Sharkey pursuant to this Agreement, and (ii) the Newco Common Stock owned by the Company and the Newco Common Stock and Newco Preferred Stock acquired by the Remington Holders, MJB Investments and Sharkey pursuant to this Agreement will be the only equity interests in Newco.

Section 7.02 Prohibited Actions. Subject to and to the extent not inconsistent with *Section 7.05*, without the prior written consent of the Remington Holders (which consent will not be unreasonably delayed, conditioned or withheld), the Company Parties will not (and will cause their Affiliates,

subsidiaries and respective Representatives to not) (a) amend any Tax Return of a Target Company for a Pre-Closing Tax Period or Straddle Period, file a Tax Return of a Target Company for a Pre-Closing Tax Period in a jurisdiction where such Target Company has not historically filed Tax Returns, (b) initiate contact with taxing authorities regarding Taxes or Tax items with respect to any Pre-Closing Tax Period of the Target Companies, (c) make any voluntary disclosures with respect to Taxes or Tax items for Pre-Closing Tax Periods of the Target Companies, (d) change any accounting method or adopt any convention that shifts taxable income from a Post-Closing Tax Period to a Pre-Closing Tax Period or shifts deductions or losses from a Pre-Closing Tax Period to a Post-Closing Tax Period, (e) make any Tax election that has retroactive effect to any Pre-Closing Tax Period of the Target Companies, or (f) otherwise take any action to the extent such action could create or increase a claim with respect to this Agreement with respect to Taxes, or increase the taxable income or gain (or decrease the taxable losses, credits or deductions) allocated to any Remington Holder with respect to a Pre-Closing Tax Period.

Section 7.03 Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not), other than Excluded Tax Contracts, binding upon any of the Target Companies will be terminated as of the Closing Date. After such date none of the Target Companies, the Remington Holders or any of the Remington Holders' Affiliates and their respective Representatives will have any further rights or liabilities thereunder.

Section 7.04 Straddle Period.

(a) In the case of Taxes that are payable with respect to a taxable period that begins before and ends after the Closing Date (each such period, a "*Straddle Period*"), the portion of any such Taxes that are attributable to the Pre-Closing Tax Period for purposes of this Agreement will be:

(i) in the case of (A) Taxes based upon, or measured by, income, receipts, profits, or payroll, (B) sales, use and similar Taxes imposed in connection with the sale, transfer or assignment of property, or (C) withholding Taxes required to be withheld with respect to a particular payment, deemed equal to the amount that would be payable if the taxable year ended with the Closing Date; and

(ii) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(b) Any Taxes not so allocated pursuant to *Section 7.04(a)* to the Pre-Closing Tax Period will be allocated to the Post-Closing Tax Period.

Section 7.05 Contests. Newco Sub agrees to give written notice to the Remington Holders of the receipt of any written notice by any Company Party, and the Remington Holders agree to give to Newco Sub written notice of the receipt of any written notice by them, that involves the assertion of any claim, or the commencement of any Action, with respect to the Target Companies which could result in a breach of a representation or warranty in *Section 3.21* or relates to any Pre-Closing Tax Period of any Target Company (including, for the avoidance of doubt, any partnership-level proceeding or claim related to an IRS Form 1065 of the Target for an applicable period but excluding any partner-level proceeding or claim of any Remington Holder) (a "*Tax Claim*"). The Remington Holders will have the right (but not the obligation) to control the contest or resolution of any Tax Claim; provided, that (a) the Remington Holders will have provided written notice to Newco Sub of its intention to control such Tax Claim, and (b) the Remington Holders will obtain the prior written consent of the Target (which consent will not be unreasonably withheld or delayed) before entering into any settlement or concession of such Tax Claim if such settlement or concession could reasonably be expected to adversely impact the liability of Newco Sub, the Target or their Affiliates for Taxes for any

Post-Closing Tax Period; provided, further, that Newco Sub will be entitled to participate in the defense of such Tax Contest and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel will be borne by Newco Sub. To the extent the Remington Holders do not control a Tax Claim, the Company Parties may defend against such Tax Claim; provided that the Remington Holders will be entitled to participate in the defense of such Tax Claim and to employ counsels of their choice for such purpose, the fees and expenses of which separate counsel will be borne by the respective Remington Holders; provided further that such Tax Claim may not be settled or conceded without the prior written consent of the Remington Holders, which consent will not be unreasonably withheld or delayed. In the event of a conflict between this *Section 7.05* and any other section of this Agreement, this *Section 7.05* will govern with respect to the control of Tax Claims.

Section 7.06 Cooperation and Exchange of Information. The Remington Holders and Newco Sub will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this *Article VII* or in connection with any audit or other proceeding in respect of Taxes of the Target Companies, including the execution of any power of attorney that is reasonably required in connection with a Tax Claim controlled by the Remington Holders pursuant to *Section 7.05*. Such cooperation and information will also include Newco Sub, GP Holdings, and the Target Companies providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Newco Sub will retain all Tax Returns, schedules and work papers, records and other documents in its possession (or in the possession of GP Holdings and its subsidiaries or the Target Companies) relating to Tax matters of the Target Companies for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Target Companies for any taxable period beginning before the Closing Date, Newco Sub, GP Holdings, the Target and their subsidiaries will provide the Remington Holders with reasonable written notice and offer the Remington Holders the opportunity to take custody of such materials.

Section 7.07 Refunds. Except to the extent treated as an asset in the calculation of Closing Working Capital, any refunds (or credits for overpayment) of Taxes of the Target Companies, including any interest received from a Governmental Authority thereon, attributable to any Pre-Closing Tax Period of the Target Companies will be for the account of the LP Transferors. Promptly upon the Target's (or any of its Affiliates') receipt of any such refund (or credit for overpayment), Newco Sub will pay over any such refund (or the amount of any such credit), including any interest thereon but net of the amount of any costs, fees, expenses or Taxes incurred by any of the Company Parties in obtaining such refunds (or credits for overpayment), to the LP Transferors within 15 days of receipt or entitlement thereto, with each such LP Transferor being entitled to receive half of such amounts; provided, however, that the LP Transferors will be obligated to return to Newco Sub the amount, if any, by which the amount of such refund actually paid over to the LP Transferors is thereafter reduced by the relevant Governmental Authority, together with interest payable thereon imposed by such Governmental Authority.

Section 7.08 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of *Section 3.21*, *Section 4.08* and this *Article VII* will survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus six months.

Section 7.09 GP Holdings I. Newco will cause GP Holdings I to continue to remain in existence and be treated as disregarded as an entity separate from Newco for tax purposes and will not permit GP Holdings I to make an election to be treated as a corporation for tax purposes.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the Transactions will be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) The filings of the Company and the Remington Holders, pursuant to the HSR Act, must have been made and the applicable waiting period and any extensions thereof must have expired or been terminated.

(b) No Governmental Authority will have enacted, issued, promulgated, enforced or entered any Governmental Order that is in effect and has the effect of making the Transactions illegal, otherwise restraining or prohibiting consummation of the Transactions or causing any of the Transactions to be rescinded following completion of any Transaction.

(c) This Agreement and the Transactions must have been duly approved by the Required Stockholder Vote in accordance with applicable Law, the Rules of the NYSE MKT and the Company's Organizational Documents.

(d) The Transactions referred to in *Section 2.03* that must be completed before or simultaneous with the Closing must be completed and consummated as specified in *Section 2.03*.

(e) The Internal Revenue Service must have issued a private letter ruling (the "*Private Letter Ruling*"), in form and substance satisfactory to the Parties, that the Target will not fail to qualify as an "eligible independent contractor" within the meaning of § 856(d)(9)(A) of the Code with respect to specified clients solely as a result of (i) the Company's ownership interest in the Target Companies and (ii) such clients' ownership of stock of the Company, including the receipt of income therefrom, or such clients or their respective taxable REIT subsidiaries receiving key money incentives from the Company.

(f) 100% of the membership interests in Ashford Hospitality Advisors LLC is owned by the Company.

(g) Completion of the divestiture by Ashford Hospitality Trust, Inc. of its Company shares in a manner that complies with the Private Letter Ruling.

Section 8.02 Conditions to Obligations of the Company, Newco and Newco Sub. The obligations of the Company, Newco, Newco Sub and GP Holdings to consummate the Transactions will be subject to the fulfillment or the Company's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of the Remington Holders contained in *Section 3.01*, *Section 3.02*, *Section 3.03*, *Section 3.06*, *Section 3.22*, and *Section 3.23(b)*, the representations and warranties of the Remington Holders and the Target Companies contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant to this Agreement must be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects). The representations and warranties of the Remington Holders contained in *Section 3.01*, *Section 3.02*, *Section 3.03*, *Section 3.06*, *Section 3.22*, and *Section 3.23(b)* must be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of

such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects).

(b) The Remington Holders and the Target Companies must have duly performed and complied in all material respects with all agreements and covenants required by this Agreement and each of the other Transaction Documents to be performed or complied with by them prior to or on the Closing Date; *provided,* that, with respect to agreements and covenants that are qualified by materiality, the Remington Holders and the Target Companies will have performed such agreements and covenants, as so qualified, in all respects.

(c) There must be no Action commenced against the Company, the Remington Holders or any of the Target Companies, which is reasonably likely to succeed, which would prevent the Closing.

(d) All approvals, consents and waivers that are listed on *Schedule 3.05* must have been received, and executed copies thereof must have been delivered to the Company at or prior to the Closing.

(e) From the date of this Agreement, there must not have occurred any Target Material Adverse Effect, and there must not have been any event or events that have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Target Material Adverse Effect.

(f) The other Transaction Documents to which any Remington Holder or Target Company is a party must have been executed and delivered by such Remington Holder or Target Company, as applicable, and true and complete copies thereof must have been delivered to the Company.

(g) The Company must have received a certificate, dated the Closing Date and signed by the Remington Holders and duly authorized officers of each of the Target Companies, that each of the conditions set forth in *Section 8.02(a)* and *Section 8.02(b)* has been satisfied.

(h) The Special Committee must have received certificates, dated the date of this Agreement and as of the Closing Date and signed by the chief executive officer of the Company, that (i) the representations and warranties of the Company contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant to this Agreement are true and correct on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects); (ii) the Company has duly performed and complied with all agreements and covenants required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; and (iii) the Company is entitled to rely on such certificates in making its representations and warranties in this Agreement as of the date of this Agreement and as of the Closing Date.

(i) The Remington Holders must have delivered to the Company an existence and good standing certificates (or its equivalent) for each of the Target Companies from the Delaware Secretary of State or similar Governmental Authority.

(j) Each of the Remington Holders and Sharkey must have delivered to the Company a certificate pursuant to Treasury Regulations § 1.1445-2(b) that such Person is not a foreign person within the meaning of § 1445 of the Code. MJB Investments must have delivered to the Company a certificate to the effect that it is disregarded as an entity separate from Monty J. Bennett for U.S. federal income tax purposes.

(k) The Remington Holders, Sharkey, MJB Investments and the Target Companies must have delivered to the Company such other documents or instruments as the Company reasonably requests and are reasonably necessary to consummate the Transactions.

(l) The Remington Holders must have delivered to the Company a release and termination agreement from each of the Marietta Class B Holders with respect to all of each of their rights, title and interest in and to the Marietta LP Interests.

(m) The Remington Holders must have delivered to the Company evidence that the LP Transferors transferred to the Target all of each of their rights, title and interest in and to the Marietta LP Interests, and that after such transfer 100% of the Marietta Interests is owned by the Target.

(n) The Remington Holders must have delivered to the Company evidence of the assignment of the Office Leases to the Target, including landlord consent to such assignment.

Section 8.03 Conditions to Obligations of the Remington Holders and the Target Companies. The obligations of the Remington Holders and the Target Companies to consummate the Transactions will be subject to the fulfillment or the Remington Holders' waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of the Company contained in *Section 4.01*, *Section 4.04*, and *Section 4.11*, the representations and warranties of the Company contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant to this Agreement must be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects). The representations and warranties of the Company contained in *Section 4.01*, *Section 4.04*, and *Section 4.11* must be true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date in all respects).

(b) The Company must have duly performed and complied in all material respects with all agreements and covenants required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date; *provided,* that, with respect to agreements and covenants that are qualified by materiality, the Company must have performed such agreements and covenants, as so qualified, in all respects.

(c) There must be no Action commenced against the Company, the Remington Holders or any of the Target Companies that would or would reasonably be expected to prevent the Closing.

(d) All approvals, consents and waivers that are listed on *Schedule 4.07* must have been received, and executed counterparts thereof must have been delivered to the Remington Holders at or prior to the Closing.

(e) From the date of this Agreement, there must not have occurred any Company Material Adverse Effect, and there must not have been any event or events that have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Company Material Adverse Effect.

(f) The other Transaction Documents to which the Company, Newco or Newco Sub are a party must have been executed and delivered by the Company, Newco and Newco Sub, as applicable, and true and complete copies thereof must have been delivered to the Remington Holders.

(g) The Remington Holders must have received a certificate, dated the Closing Date and signed by a duly authorized officer of the Company, that each of the conditions set forth in *Section 8.03(a)* and *Section 8.03(b)* have been satisfied.

(h) The Remington Holders must have delivered to the Company an existence and good standing certificates (or its equivalent) for the Target from the Delaware Secretary of State or similar Governmental Authority.

(i) The LP Transferors have received an appraisal, in form and substance satisfactory to the LP Transferors, from an investment banker or appraiser satisfactory to the LP Transferors, to the effect that that the value of a share of Newco Preferred Stock as of the Closing Date does not exceed $25. The LP Transferors will use reasonable efforts to cause such investment banker or appraiser to render such opinion.

(j) The LP Transferors have received an opinion of their tax counsel, in form and substance satisfactory to the LP Transferors, and dated as of the Closing Date, that at a confidence level of "more likely than not" or higher, for U.S. federal income tax purposes (i) the exchange of LP Interests, Transferred Economic Interests and any Excess GP Interest for Newco Stock under this Agreement, in connection with the transactions contemplated pursuant to the Company Contribution Agreement and the transfer of the Profits Interest, will qualify as a tax-free exchange under § 351 of the Code, (ii) the Newco Preferred Stock will not be treated as nonqualified preferred stock (within the meaning of § 351(g) of the Code), and (iii) the LP Transferors and MJB Investments will not recognize any taxable gain or income as a result of the exchange of LP Interests, Transferred Economic Interests and any Excess GP Interest for Newco Stock.

(k) The Company must have delivered to the Remington Holders, Sharkey and MJB Investments such other documents or instruments as the Remington Holders, Sharkey and MJB Investments reasonably request and are reasonably necessary to consummate the Transactions.

ARTICLE IX
SURVIVAL; LIMITATIONS

Section 9.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained in (a) *Article III* (other than any representations or warranties contained in *Section 3.21*, which are subject to *Article VII*) will survive the Closing and will remain in full force and effect until the date that is 18 months after the Closing Date, unless the Company is notified in writing of any breach of such representations and warranties during such 18-month period, then the later of such 18-month period and 90 days following receipt of such written notice; *provided,* that the representations and warranties in (i) *Section 3.01*, *Section 3.02*, *Section 3.03*, *Section 3.22*, and *Section 3.23(b)*, will survive indefinitely and (ii) *Section 3.18* and *Section 3.19* will survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus three months; and (b) *Article IV* (other than any representations or warranties contained in *Section 4.08*, which are subject to *Article VII*) will survive the Closing and will remain in full force and effect until the date that is 18 months from the Closing Date, unless the Remington Holders are notified in writing of any breach of such representations and warranties during such 18-month period, then the later of such 18-month period and 90 days following receipt of such written notice; *provided*, that the representations and warranties in *Section 4.01*, *Section 4.04*, and *Section 4.11* will survive indefinitely; and (c) *Article V* will survive the Closing and will remain in full force and effect indefinitely. All covenants and agreements of the Parties contained in this Agreement (other than any

covenants or agreements contained in *Article VII*, which are subject to *Article VII*) will survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period will not thereafter be barred by the expiration of the relevant representation or warranty and such claims will survive until finally resolved. *Sections 3.25*, *4.13* and *5.04* will survive the Closing and remain in full force and effect indefinitely.

Section 9.02 Limitations; Qualifications. Any recovery for breaches of representations or warranties under this Agreement will be subject to the following limitations:

(a) A Party will not be liable under this Agreement until the aggregate amount of all damages actually suffered or incurred by the Party exceeds for any and all breaches of warranties $5,000,000 (the "*Basket*"), in which event such Party will be liable for all such damages actually suffered or incurred by the Party from the first dollar.

(b) Notwithstanding the foregoing, the limitations set forth in *Section 9.02(a)* will not apply to damages from any and all breaches of representations and warranties based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in *Section 3.01*, *Section 3.02*, *Section 3.03*, *Section 3.22*, and *Section 3.23(b)* , or in *Section 4.01*, *Section 4.04*, and *Section 4.11* or in *Article V* or in *Article VII*.

(c) The aggregate amount of all damages for breaches of representations and warranties for which a Party will be liable, other than a breach of a representation or warranty in *Section 3.01*, *Section 3.02*, *Section 3.03*, *Section 3.22*, and *Section 3.23(b)*, or in *Section 4.01*, *Section 4.04*, and *Section 4.11* or in *Article V* or in *Article VII*, will not exceed $50,160,000.

(d) The aggregate amount of all damages for breaches of representations and warranties for which a Party will be liable, in any event, will not exceed $331,650,000; provided that in no event will Sharkey, MJB Investments or any member of the Special Committee have any liabilities with respect to any representations or warranties hereunder.

Section 9.03 Remedies Not Exclusive. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity, and all rights and remedies are cumulative and not exclusive of any rights and remedies at law. Nothing in this *Section 9.03* will limit any Person's right to seek and obtain any equitable relief to which any Person may be entitled or to seek any remedy on account of any Person's actual fraud, criminal activity or bad faith.

ARTICLE X
TERMINATION

Section 10.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of the Remington Holders and the Company;

(b) by the Company by written notice to the Remington Holders and the Target:

(i) if the Company is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Remington Holders or the Target Companies pursuant to this Agreement that would give rise to the failure of any of the conditions specified in *Article VIII* and such breach, inaccuracy or failure has not been cured by within ten days of written notice of such breach to the Remington Holders;

(ii) if any of the conditions set forth in *Section 8.01* or *Section 8.02* have not been, or if it becomes apparent that any of such conditions will not be, fulfilled by June 30, 2016 (or such later date occurring on the expiration of the seven-Business Day period described in *Section 6.05(c)*, the "*Termination Date*"), unless such failure is due to the failure of the Company, Newco or Newco Sub to perform or comply with any of the covenants, agreements or conditions of this Agreement to be performed or complied with by it prior to the Closing;

(iii) if at the Stockholder Meeting or any adjournment thereof at which this Agreement and the Transactions have been voted upon, the Required Stockholder Vote is not obtained;

(iv) if, at any time prior to approval of this Agreement and the Transactions by the Required Stockholder Vote, the Company Board or the Special Committee have effected an Adverse Company Recommendation as a result of a Company Intervening Event; *provided* that (A) the Company has complied with the requirements of *Section 6.04* (including *Section 6.04(f)*), and (B) the Company will concurrently with such termination pay to the Remington Holders the Parent Termination Fee in accordance with *Section 10.02(b)*;

(v) if, at any time prior to approval of this Agreement and the Transactions by the Required Stockholder Vote, the Company Board or the Special Committee has effected an Adverse Company Recommendation as a result of a Company Superior Proposal; *provided* that (i) the Company has complied with requirements as set forth in *Section 6.04* (including *Section 6.04(e)*), and (ii) the Company will concurrently with such termination pay to the Remington Holders the Parent Termination Fee in accordance with *Section 10.02(b)*;

(vi) if, at any time no less than three Business Days prior to the Closing Date, the Company certifies to the Remington Holders that, based on written advice of counsel, Newco will be considered an "investment company" for tax purposes (within the meaning of Code § 351) at any time (A) immediately after the transactions contemplated by *Section 2.01* and the Company Contribution Agreement, (B) immediately after the transactions contemplated by the Newco Contribution Agreement, or (C) on the Closing Date; or

(vii) if there is an Adverse Tax Change prior to Closing.

(c) by either LP Transferor, by written notice to the Company:

(i) if none of the Remington Holders or the Target Companies are then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company, Newco or Newco Sub pursuant to this Agreement that would give rise to the failure of any of the conditions specified in *Article VIII* and such breach, inaccuracy or failure has not been cured within ten days of written notice of such breach from the Company;

(ii) if any of the conditions set forth in *Section 8.01* or *Section 8.03* have not been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Termination Date, unless such failure is due to the failure of the Remington Holders or the Target Companies to perform or comply with any of the covenants, agreements or conditions of this Agreement to be performed or complied with by then prior to the Closing;

(iii) if, at the Stockholder Meeting or any adjournment thereof at which this Agreement and the Transactions have been voted upon, the Required Stockholder Vote is not obtained;

(iv) if, at any time prior to approval of this Agreement by the Required Stockholder Vote, the Company Board or the Special Committee has effected an Adverse Company Recommendation;

(v) if, at any time no less than three Business Days prior to the Closing Date, the Remington Holders certify to the Company that, based on written advice of counsel, Newco will be considered an "investment company" for tax purposes (within the meaning of Code § 351) at any time (A) immediately after the transactions contemplated by *Section 2.01* and the Company Contribution Agreement, (B) immediately after the transactions contemplated by the Newco Contribution Agreement, or (C) on the Closing Date; or

(vi) if there is a Remington Holder Adverse Tax Change prior to Closing.

(d) by the Company or any Remington Holder in the event that (i) there is any Law that makes consummation of the Transactions illegal or otherwise prohibited or (ii) any Governmental Authority has issued a Governmental Order restraining or enjoining the Transactions, and such Governmental Order has become final and non-appealable.

Section 10.02 Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with this *Article X*, this Agreement will forthwith become void and, subject to *Section 10.02(b)*, there will be no liability on the part of any Party except that nothing in this Agreement will relieve any Party from liability for any bad faith breach of any provision of this Agreement.

(b) Notwithstanding the foregoing, if this Agreement is terminated by the Company pursuant to *Section 10.01(b)(iv)* or *Section 10.01(b)(v)*, then the Company will concurrently pay to the Remington Holders a termination fee equal to $6,688,000 plus the actual, documented out-of-pocket costs and expenses actually incurred by the Remington Holders in connection with this Agreement and the Transactions (the "*Parent Termination Fee*"), in cash by wire transfer to an account designated by the Remington Holders. The Company will cause any such Parent Termination Fee required to be paid pursuant to this *Section 10.02(b)* to be paid to the Remington Holders at the time of such termination of this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Expenses. Except as otherwise expressly provided in this Agreement, (a) Newco, regardless of whether the Closing occurs, will pay all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants and one-half of all filing and other similar fees payable in connection with any filings or submissions under the HSR Act and one-half of any Transfer Taxes (collectively, "*Transaction Costs*"), incurred by the Company, Newco, Newco Sub, GP Holding and GP Holding I in connection with this Agreement and the Transactions; and (b) Newco, only if the Closing occurs, will assume and pay all Transaction Costs incurred by the Remington Holders and the Target Companies in connection with this Agreement and the Transactions (including one-half of any Transfer Taxes), plus all bonuses and other payments made to employees and agents of the Target Companies in connection with the Closing, up to $2,750,000 in the aggregate. The Remington Holders will be responsible for the payment of any Transaction Costs and/or bonuses in excess of $2,750,000. In addition, if and to the extent that the LP Transferors are required to make any payments to the Company, Newco or Newco Sub under this Agreement, other than a Closing Adjustment or Post-Closing Adjustment as a result of Estimated Working Capital or Closing Working Capital being less than Target Working Capital, such payment obligation shall be treated as an adjustment to the Aggregate Consideration and satisfied by reducing the number shares of Newco Nonvoting Common Stock issuable pursuant to *Section 2.02(a)* by a number of shares equal to the amount of such obligation divided by $100, and to the extent such obligation is greater than the value of the number of shares of Newco Nonvoting Common Stock issuable pursuant to *Section 2.02(a)* , the remaining amount of such obligation shall be satisfied by reducing the number of shares of Newco

Preferred Stock issuable pursuant to *Section 2.02(b)* by a number of shares equal to the remaining amount of such obligation divided by $25.

Section 11.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement will be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a party as is specified in a notice given in accordance with this *Section 11.02*):

If to Mr. Monty J. Bennett or the Target:

14185 Dallas Parkway
Suite 1150
Dallas, Texas 75254
Attention: Monty J. Bennett

with a copy to:

14185 Dallas Parkway
Suite 1150
Dallas, Texas 75254
Attention: Robert G. Haiman

and

Baker Botts LLP
2001 Ross Avenue
Suite 1100
Dallas, Texas 75201
Attn: Neel Lemon

If to Mr. Archie Bennett, Jr.:

14185 Dallas Parkway
Suite 1150
Dallas, Texas 75254

with a copy to:

14185 Dallas Parkway
Suite 1150
Dallas, Texas 75254
Attention: Robert G. Haiman

and

Baker Botts LLP
2001 Ross Avenue
Suite 1100
Dallas, Texas 75201
Attn: Neel Lemon

If to the Company, Newco or Newco Sub:

14185 Dallas Parkway
Suite 1100
Dallas, Texas 75254
Attention: David Brooks

with a copy to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Section

Section 11.03 Interpretation. For purposes of this Agreement:

(a) the word "include" and its derivatives means to include without limitation;

(b) the word "or" is not exclusive;

(c) inclusion of items in a list or specification of a particular instance of an item will not be deemed to exclude other items of similar import;

(d) unless the context otherwise requires, references in this Agreement: (i) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder and in effect from time to time;

(e) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any provision or document to be drafted;

(f) the Disclosure Schedules and Exhibits referred to in this Agreement will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement:

(g) use of terms that imply gender will include all genders;

(h) defined terms will have their meanings in the singular and the plural case;

(i) the headings in this Agreement are for reference only and will not affect the interpretation of this Agreement;

(j) time is of the essence with respect to this Agreement; and

(k) the word "will" will not be deemed a mere prediction of future events.

Section 11.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties will agree on a suitable and equitable provision to be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such

invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 11.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and in the other Transaction Documents, and supersede all prior written, and prior and contemporaneous oral, understandings, negotiations, arrangements and agreements, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.06 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or delegate its obligations (by operation of law or otherwise) under this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld or delayed. No assignment will relieve the assigning Party of any of its obligations under this Agreement. Any assignment or delegation in violation of this *Section 11.06* is void and of no effect.

Section 11.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to, or will, confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties hereto in accordance with *Article VIII* without notice of liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 11.08 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Notwithstanding anything in this *Section 11.08*, no amendment, modification, supplement, or waiver of any provision of this Agreement will be effective, and no determination may be made by the Company under this Agreement, and no action with respect to this Agreement can be made by the Company, without the prior written approval of the Special Committee.

Section 11.09 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule or any other principle that could require the application of the laws of any other jurisdiction.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND,

THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS *Section 11.09(b)*.

Section 11.10 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms of this Agreement and that the Parties will be entitled to specific performance of the terms of this Agreement, in addition to any other remedy to which they are entitled at law or in equity without the need to demonstrate irreparable harm or to post any bond or surety.

Section 11.11 Counterparts. This Agreement may be executed in counterparts (including by portable document format (pdf)), each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 11.12 Special Committee. No amendment or waiver of any provision of this Agreement will be effective, and no determination may be made by the Company under this Agreement, and no action with respect to this Agreement can be made by the Company, without the prior written approval of the Special Committee.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed to be effective as of the date first written above.

/s/ ARCHIE BENNETT, JR.

Archie Bennett, Jr.

/s/ MONTY J. BENNETT

Monty J. Bennett

REMINGTON HOLDINGS, LP

By: REMINGTON HOLDINGS GP, LLC, its general partner

By: /s/ ARCHIE BENNETT, JR.

Name: Archie Bennett, Jr.
Title: *Member*

By: /s/ MONTY J. BENNETT

Name: Monty J. Bennett
Title: *Member*

REMINGTON HOLDINGS GP, LLC

By: /s/ ARCHIE BENNETT, JR.

Name: Archie Bennett, Jr.
Title: *Member*

By: /s/ MONTY J. BENNETT

Name: Monty J. Bennett
Title: *Member*

[Signature Page to Acquisition Agreement]

ASHFORD, INC.
By: /s/ DAVID BROOKS

Name: David Brooks
Title: *Chief Operating Officer*

ASHFORD ADVISORS, INC.
By: /s/ DAVID BROOKS

Name: David Brooks
Title: *Chief Operating Officer*

REMINGTON HOSPITALITY MANAGEMENT, INC.
By: /s/ DAVID A. BROOKS

Name: David A. Brooks
Title: *Chief Operating Officer*

MJB INVESTMENTS, LP
By: MJB Investments GP, LLC, its general partner
By: /s/ MONTY J. BENNETT

Name: Monty J. Bennett
Title: *Sole Member*

[Signature Page to Acquisition Agreement]

/s/ MARK A. SHARKEY

Mark A. Sharkey

ASHFORD GP HOLDINGS I, LLC
By: Ashford Advisors, Inc., its sole member
By: /s/ DAVID BROOKS

Name: David Brooks
Title: *Chief Operating Officer*

REMINGTON GP HOLDINGS, LLC
By: Remington Hospitality Management, Inc., its sole member
By: /s/ DAVID A. BROOKS

Name: David A. Brooks
Title: *Chief Operating Officer*

[Signature Page to Acquisition Agreement]

ANNEX D

CERTIFICATE OF DESIGNATION
OF 6.625% CONVERTIBLE PREFERRED STOCK OF ASHFORD ADVISORS, INC.

Pursuant to Section 151 of the General Corporation Law of the State of Delaware, Ashford Advisors, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "*Corporation*"), in accordance with the provisions of Section 103 thereof, does hereby submit the following:

WHEREAS, the Certificate of Incorporation of the Corporation (the "*Certificate of Incorporation*") authorizes the issuance of up to 9,200,000 shares of preferred stock of the Corporation ("*Preferred Stock*") in one or more series, and expressly authorizes the Board of Directors of the Corporation (the "*Board*"), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series; and

WHEREAS, it is the desire of the Board to establish and fix the number of shares to be included in a new series of Preferred Stock and the designation, rights, preferences and limitations of the shares of such new series.

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby provide for the issue of a series of Preferred Stock and does in this Certificate of Designation (the "*Certificate of Designation*") establish, fix, state and express the designation, rights, preferences, powers, restrictions and limitations of such series of Preferred Stock as follows:

1. *Designation.* There shall be a series of Preferred Stock designated as "6.625% Convertible Preferred Stock, par value $25.00 per share" (the "*6.625% Convertible Preferred Stock*"). The number of Shares constituting such series shall be 9,200,000. The rights, preferences, powers, restrictions and limitations of the 6.625% Convertible Preferred Stock shall be as set forth in this Certificate of Designation.

2. *Defined Terms.* For purposes hereof, the following terms shall have the following meanings:

"*6.625% Convertible Preferred Stock*" has the meaning set forth in *Section 1*.

"*6.625% Convertible Preferred Stock Breach*" has the meaning set forth in *Section 7.1*.

"*6.625% Convertible Preferred Stock Certificate*" has the meaning set forth in *Section 12*.

"*Acquisition Agreement*" means the Acquisition Agreement dated as of September 17, 2015, by and among Archie Bennett, Jr., Monty J. Bennett, MJB Investments, LP, Mark A. Sharkey, Ashford, Inc. and the other parties thereto.

"*Board*" has the meaning set forth in the Recitals.

"*Certificate of Designation*" has the meaning set forth in the Recitals.

"*Certificate of Incorporation*" has the meaning set forth in the Recitals.

"*Class A Common Stock*" means the Class A Voting Common Stock, par value $0.01 per share, of the Corporation.

"*Class B Common Stock*" means the Class B Nonvoting Common Stock, par value $0.01 per share, of the Corporation.

"*Common Stock*" means the Class A Common Stock, the Class B Common Stock and any other class of common stock authorized by the Certificate of Incorporation.

"*Convertible Securities*" means any securities (directly or indirectly) convertible into or exchangeable for Common Stock.

"*Corporation*" has the meaning set forth in the Preamble.

"*Conversion Shares*" means the shares of Common Stock or other capital stock of the Corporation then issuable upon conversion of the 6.625% Convertible Preferred Stock in accordance with the terms of *Section 6*.

"*Date of Issuance*" means, for any Share of 6.625% Convertible Preferred Stock, the date on which the Corporation initially issues such Share (without regard to any subsequent transfer of such Share or reissuance of the certificate(s) representing such Share).

"*DGCL*" means the Delaware General Corporation Law.

"*Dividend Payment Date*" has the meaning set forth in *Section 4.1*.

"*Excluded Issuances*" means any issuance or sale by the Corporation after the Date of Issuance of: (a) shares of Common Stock issued on the conversion of the 6.625% Convertible Preferred Stock or (b) shares of Common Stock issued as contemplated by the Investor Rights Agreement, including *Section 5.04* thereof.

"*Investor Rights Agreement*" means the Investor Rights Agreement, dated as of the date of this Certificate of Designation, by and among the Corporation, Ashford, Inc., Archie Bennett, Jr., Monty J. Bennett, MJB Investments, LP and Mark Sharkey (each a "Transferor" and collectively, the "*Transferors*") and the other parties thereto.

"*Junior Securities*" has the meaning set forth in *Section 3*.

"*Liquidation*" has the meaning set forth in *Section 5.1*.

"*Liquidation Value*" means, with respect to any Share on any given date, twenty five United States dollars ($25) (as adjusted for any stock splits, stock dividends, recapitalizations or similar transaction with respect to the 6.625% Convertible Preferred Stock) plus all unpaid accrued and accumulated dividends on such Share (whether or not declared).

"*Management Agreement*" means the Management Agreement, dated as of the date of this Certificate of Designation, between the Corporation and Ashford, Inc.

"*Options*" means any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

"*Pari Passu Securities*" has the meaning set forth in *Section 3*.

"*Person*" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"*Preferred Conversion Ratio*" means $120, as adjusted pursuant to *Section 6*.

"*Preferred Stock*" has the meaning set forth in the Recitals.

"*Securities Act*" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, that is in effect at the time.

"*Senior Securities*" has the meaning set forth in *Section 3*.

"*Share(s)*" means share(s) of the 6.625% Convertible Preferred Stock.

"*Subsidiary*" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"*Supermajority of Holders*" has the meaning set forth in *Section 8.3*.

"*Transfer Agent*" has the meaning set forth in *Section 14*.

"*Transferor*" has the meaning specified in the defined term Investor Rights Agreement herein.

3. *Rank.* With respect to payment of dividends and distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, all Shares of the 6.625% Convertible Preferred Stock shall rank (i) prior to the Corporation's Common Stock and any class or series of capital stock of the Corporation hereafter created (unless, with the consent of a Supermajority of Holders obtained in accordance with *Article 8* hereof, such class or series of capital stock specifically, by its terms, ranks senior to or *pari passu* with the 6.625% Convertible Preferred Stock) (collectively with the Common Stock, "*Junior Securities*"); (ii) *pari passu* with any class or series of capital stock of the Corporation hereafter created (with the written consent of a Supermajority of Holders obtained in accordance with *Article 8* hereof) specifically ranking, by its terms, on parity with the 6.625% Convertible Preferred Stock (the "*Pari Passu Securities*"); and (iii) junior to any class or series of capital stock of the Corporation 6.625% Convertible Preferred Stock hereafter created (with the written consent of a Supermajority of Holders obtained in accordance with *Article 8* hereof) specifically ranking, by its terms, senior to the 6.625% Convertible Preferred Stock (collectively, the "*Senior Securities*").

4. *Dividends*.

4.1 *Accrual and Payment of Dividends.* From and after the Date of Issuance of any Share, cumulative dividends on such Share shall accrue, whether or not declared by the Board and whether or not there are funds legally available for the payment of dividends,on a daily basis in arrears at the rate of 6.625% *per annum* on the sum of the Liquidation Value thereof. All accrued dividends on any Share shall be paid in cash only when, as and if declared by the Board out of funds legally available therefor or upon a liquidation of the 6.625% Convertible Preferred Stock in accordance with the provisions of *Section 5*; *provided*, that to the extent not paid on the last day of March, June, September and December of each calendar year (each such date, a "*Dividend Payment Date*"), all accrued dividends on any Share shall accumulate and compound on the applicable Dividend Payment Date whether or not declared by the Board or funds are legally available thereof and shall remain accumulated, compounding dividends until paid in cash pursuant hereto or converted pursuant to *Section 6*. All accrued and accumulated dividends on the Shares shall be prior and in preference to any dividend on any Junior Securities and shall be fully declared and paid before any dividends are declared and paid, or any other distributions or redemptions are made, on any Junior Securities.

4.2 *Participating Dividends.* Subject to *Section 4.1*, in addition to the dividends accruing on the 6.625% Convertible Preferred Stock pursuant to *Section 4.1* hereof, if the Corporation declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Corporation or any of its Subsidiaries of shares of Common Stock for cash, securities or property, the Corporation shall simultaneously declare and pay a dividend on the 6.625% Convertible Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all Shares had been converted pursuant to *Section 6* as of immediately prior to the record date of the applicable dividend or distribution (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends or distributions are to be determined).

4.3 *Partial Dividend Payments.* Except as otherwise provided in this Certificate of Designation, if at any time the Corporation pays less than the total amount of dividends then accrued and accumulated with respect to the 6.625% Convertible Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued and accumulated but unpaid dividends on the Shares held by each such holder.

5. *Liquidation*.

5.1 *Liquidation.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "*Liquidation*"), the holders of Shares of 6.625% Convertible Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder.

5.2 *Participation With Junior Securities on Liquidation.* In addition to and after payment in full of all preferential amounts required to be paid to the holders of 6.625% Convertible Preferred Stock upon a Liquidation under this *Section 5*, the holders of Shares of 6.625% Convertible Preferred Stock then outstanding shall be entitled to participate with the holders of shares of Common Stock then outstanding, pro rata as a single class based on the number of outstanding shares of Common Stock on an as-converted basis held by each holder as of immediately prior to the Liquidation, in the distribution of all the remaining assets and funds of the Corporation available for distribution to its stockholders.

5.3 *Insufficient Assets.* If upon any Liquidation the remaining assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Shares of 6.625% Convertible Preferred Stock the full preferential amount to which they are entitled under *Section 5.1*, (a) the holders of the Shares shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective full preferential amounts which would otherwise be payable in respect of the 6.625% Convertible Preferred Stock in the aggregate upon such Liquidation if all amounts payable on or with respect to such Shares were paid in full, and (b) the Corporation shall not make or agree to make any payments to the holders of Junior Securities.

5.4 *Notice*.

(a) *Notice Requirement.* In the event of any Liquidation, the Corporation shall, within ten (10) days of the date the Board approves such action, or no later than twenty (20) days prior to any stockholders' meeting called to approve such action, or within twenty (20) days of the commencement of any involuntary proceeding, whichever is earlier, give each holder of Shares of 6.625% Convertible Preferred Stock written notice of the proposed action. Such written notice shall describe the material terms and conditions of such proposed action, including a description of the stock, cash and property to be received by the holders of Shares upon consummation of the proposed action and the date of delivery thereof. If any material change in the facts set forth in the initial notice shall occur, the Corporation shall promptly give written notice to each holder of Shares of such material change.

(b) *Notice Waiting Period.* The Corporation shall not consummate any voluntary Liquidation of the Corporation before the expiration of thirty (30) days after the mailing of the initial notice or ten (10) days after the mailing of any subsequent written notice, whichever is later; *provided*, that any such period may be shortened upon the written consent of the holders of all the outstanding Shares.

6. *Conversion*.

6.1 *Right to Convert.* Subject to the provisions of this *Section 6*, at any time and from time to time on or after the Date of Issuance, any holder of 6.625% Convertible Preferred Stock shall have the right by written election to the Corporation to convert all or any portion of the outstanding Shares of 6.625% Convertible Preferred Stock (including any fraction of a Share) held by such holder along with the aggregate accrued or accumulated and unpaid dividends thereon into an aggregate number of shares of Class B Common Stock (including any fraction of a share) as is determined by (i) multiplying the number of Shares (including any fraction of a Share) to be converted by the Liquidation Value

thereof, and then (ii) dividing the result by the Preferred Conversion Ratio in effect immediately prior to such conversion.

6.2 *Procedures for Conversion.* In order to effectuate a conversion of Shares of 6.625% Convertible Preferred Stock pursuant to *Section 6.1*, a holder shall (a) submit a written election to the Corporation that such holder elects to convert Shares, the number of Shares elected to be converted and (b) surrender, along with such written election, to the Corporation the certificate or certificates representing the Shares being converted,duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or, in the event the certificate or certificates are lost, stolen or missing, accompanied by an affidavit of loss executed by the holder. The conversion of such Shares hereunder shall be deemed effective as of the date of surrender of such 6.625% Convertible Preferred Stock certificate or certificates or delivery of such affidavit of loss. Upon the receipt by the Corporation of a written election and the surrender of such certificate(s) and accompanying materials, the Corporation shall as promptly as practicable (but in any event within twenty-one (21) days thereafter) deliver to the relevant holder (a) a certificate in such holder's name (or the name of such holder's designee as stated in the written election) for the number of shares of Common Stock (including any fractional share) to which such holder shall be entitled upon conversion of the applicable Shares as calculated pursuant to *Section 6.1* and, if applicable (b) a certificate in such holder's name for the number of Shares of 6.625% Convertible Preferred Stock (including any fractional share) represented by the certificate or certificates delivered to the Corporation for conversion but otherwise not elected to be converted pursuant to the written election. All shares of capital stock issued hereunder by the Corporation shall be duly and validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof.

6.3 *Effect of Conversion.* All shares of 6.625% Convertible Preferred Stock converted as provided in this Section 6 shall no longer be deemed outstanding as of the effective time of the applicable conversion and all rights with respect to such Shares shall immediately cease and terminate as of such time, other than the right of the holder to receive shares of Class B Common Stock in exchange therefor.

6.4 *Reservation of Stock.* The Corporation shall at all times when any Shares of 6.625% Convertible Preferred Stock are outstanding reserve and keep available out of its authorized but unissued shares of capital stock, solely for the purpose of issuance upon the conversion of the 6.625% Convertible Preferred Stock, such number of shares of Class B Common Stock issuable upon the conversion of all outstanding 6.625% Convertible Preferred Stock pursuant to this *Section 6*, taking into account any adjustment to such number of shares so issuable in accordance with *Section 6.6* hereof. The Corporation shall take all such actions as may be necessary to assure that all such shares of Class B Common Stock may be so issued without violation of any applicable law or governmental regulation. The Corporation shall not close its books against the transfer of any of its capital stock in any manner which would prevent the timely conversion of the Shares of 6.625% Convertible Preferred Stock.

6.5 *No Charge or Payment.* The issuance of certificates for shares of Class B Common Stock upon conversion of Shares of 6.625% Convertible Preferred Stock pursuant to *Section 6.1* shall be made without payment of additional consideration by, or other charge, cost or tax to, the holder in respect thereof.

6.6 *Adjustment to Preferred Conversion Ratio and Number of Conversion Shares*. In order to prevent dilution of the conversion rights granted under this *Section 6*, the Preferred Conversion Ratio and the number of Conversion Shares issuable on conversion of the Shares of 6.625% Convertible Preferred Stock shall be subject to adjustment from time to time as provided in this *Section 6.6*.

(a) *Adjustment to Preferred Conversion Ratio and Conversion Shares Upon Dividend, Subdivision or Combination of Common Stock*. If, other than an Excluded Issuance, the Corporation shall, at any time or from time to time after the Date of Issuance, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Corporation payable in shares of Common Stock or in Options or Convertible Securities, or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Preferred Conversion Ratio in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Conversion Shares issuable upon conversion of the 6.625% Convertible Preferred Stock shall be proportionately increased. If the Corporation at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Preferred Conversion Ratio in effect immediately prior to such combination shall be proportionately increased and the number of Conversion Shares issuable upon conversion of the 6.625% Convertible Preferred Stock shall be proportionately decreased. Any adjustment under this *Section 6.6(a)* shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(b) *Adjustment to Preferred Conversion Ratio and Conversion Shares Upon Reorganization, Reclassification, Consolidation or Merger*. In the event of any (i) capital reorganization of the Corporation, (ii) reclassification of the stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Corporation with or into another Person, (iv) sale of all or substantially all of the Corporation's assets to another Person or (v) other similar transaction (other than any such transaction covered by *Section 6.6(a)*, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Share of 6.625% Convertible Preferred Stock shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Conversion Shares then convertible for such Share, be exercisable for the kind and number of shares of stock or other securities or assets of the Corporation or of the successor Person resulting from such transaction to which such Share would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Share had been converted in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Conversion Shares then issuable hereunder as a result of such conversion (without taking into account any limitations or restrictions on the convertibility of such Share, if any); and, in such case, appropriate adjustment shall be made with respect to such holder's rights under this Certificate of Designation to insure that the provisions of this *Section 6* shall thereafter be applicable, as nearly as possible, to the 6.625% Convertible Preferred Stock in relation to any shares of stock, securities or assets thereafter acquirable upon conversion of 6.625% Convertible Preferred Stock (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing Person is other than the Corporation, an immediate adjustment in the Preferred Conversion Ratio to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Conversion Shares acquirable upon conversion of the 6.625% Convertible Preferred Stock without regard to any limitations or restrictions on conversion, if the value so reflected is less than the Preferred Conversion Ratio in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this *Section 6.6(b)* shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Corporation shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction

unless, prior to the consummation thereof, the successor Person (if other than the Corporation) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Certificate of Designation, the obligation to deliver to the holders of 6.625% Convertible Preferred Stock such shares of stock, securities or assets which, in accordance with the foregoing provisions, such holders shall be entitled to receive upon conversion of the 6.625% Convertible Preferred Stock.

(c) *Exceptions To Adjustment Upon Issuance of Common Stock*. Anything in this Certificate of Designation to the contrary notwithstanding, there shall be no adjustment to the Preferred Conversion Ratio or the number of Conversion Shares issuable upon conversion of the 6.625% Convertible Preferred Stock with respect to any Excluded Issuance.

(d) *Certificate as to Adjustment.*

(i) As promptly as reasonably practicable following any adjustment of the Preferred Conversion Ratio, but in any event not later than twenty-one (21) days thereafter, the Corporation shall furnish to each holder of record of 6.625% Convertible Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(ii) As promptly as reasonably practicable following the receipt by the Corporation of a written request by any holder of 6.625% Convertible Preferred Stock, but in any event not later than twenty-one (21) days thereafter, the Corporation shall furnish to such holder a certificate of an executive officer certifying the Preferred Conversion Ratio then in effect and the number of Conversion Shares or the amount, if any, of other shares of stock, securities or assets then issuable to such holder upon conversion of the Shares of 6.625% Convertible Preferred Stock held by such holder.

(e) *Notices*. In the event:

(i) that the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the 6.625% Convertible Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, any consolidation or merger of the Corporation with or into another Person, or sale of all or substantially all of the Corporation's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

then, and in each such case, the Corporation shall send or cause to be sent to each holder of record of 6.625% Convertible Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) at least twenty-one (21) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to

take place, and the date, if any is to be fixed, as of which the books of the Corporation shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon conversion of the 6.625% Convertible Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the 6.625% Convertible Preferred Stock and the Conversion Shares.

7. *Breach of Obligations*.

7.1 *6.625% Convertible Preferred Stock Breach.* In addition to any other rights which a holder of Shares of 6.625% Convertible Preferred Stock is entitled under any other contract or agreement and any other rights such holder may have pursuant to applicable law, the holders of Shares of 6.625% Convertible Preferred Stock shall have the rights and remedies set forth in *Section 7.2* in the event the Corporation fails to pay in cash any dividend on a Dividend Payment Date pursuant to *Section 4.1*, whether or not such payment is declared by the Board or is legally permissible or is otherwise prohibited, for two (2) consecutive quarterly periods (a "*6.625% Convertible Preferred Stock Breach*"); *provided*, that 6.625% Convertible Preferred Stock Breach will not be deemed to have occurred in the event that the failure to pay in cash any dividend on a Dividend Payment Date pursuant to *Section 4.1* was substantially caused by any action or omission on the part of any holder of Shares of 6.625% Convertible Preferred Stock in such holder's capacity as a director or officer of the Corporation.

7.2 *Consequences of Breach.* If a 6.625% Convertible Preferred Stock Breach has occurred and is continuing, then until such arrearage is paid in cash in full (at which time the rights hereunder shall terminate, subject to revesting in the event of each and every subsequent 6.625% Convertible Preferred Stock Breach):

(a) *Increased Dividend Rate*. The dividend rate on the 6.625% Convertible Preferred Stock set forth in Section 4.1 hereof shall increase immediately to 10.00% per annum until no 6.625% Convertible Preferred Stock Breach exists.

(b) *No Dividends on Common Stock*. No dividends may be declared and paid, or any other distributions or redemptions may be made, on the Common Stock.

(c) *Additional Board Designation Rights*. The number of directors constituting the Board shall, at the written request of a Supermajority of Holders, be increased by two (2) Board seats (and the Corporation shall take all necessary action under its organizational documents, including its bylaws, to effectuate such increase and the other rights hereunder). A Supermajority of Holders of the Shares of the 6.625% Convertible Preferred Stock at the time outstanding shall have the right to designate the individuals to fill such newly created Board seats, to fill any vacancy of such Board seats and to remove and replace any individuals designated to fill such Board seats. Such additional directors shall have all voting and other rights (including for purposes of determining the existence of a quorum) as the other individuals serving on the Board. Upon the termination of the foregoing rights, the term of office on the Board of all individuals who may have been designated as directors hereunder shall cease (and such individuals shall promptly resign from the Board), and the number of directors constituting the Board shall return to the number of directors that constituted the entire Board immediately prior to the occurrence or existence of the initial 6.625% Convertible Preferred Stock Breach giving rise to the foregoing rights.

8. *Voting Rights and Protective Provisions.*

8.1 *General*. The holders of 6.625% Convertible Preferred Stock shall have no voting rights whatsoever except (a) as otherwise required by the DGCL, and (b) as provided in *Section 8.2* and *Section 8.3*.

8.2 *6.625% Convertible Preferred Stock Directors*. When a 6.625% Convertible Preferred Stock Breach has occurred and is continuing, the holders of 6.625% Convertible Preferred Stock shall have the right, voting as a class, to elect two (2) directors as provided by *Section 7.2*.

8.3 *Protection Provisions.* So long as any Shares of 6.625% Convertible Preferred Stock are outstanding, the Corporation shall not take any of the following corporate actions (whether by merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by the DGCL) of the holders of at least 66.67% ("*Supermajority of Holders*") of the shares of the 6.625% Convertible Preferred Stock at the time outstanding:

(a) amend, alter or repeal of an provision of the Certificate of Designation or the Certificate of Incorporation (including any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to modify in any way the terms, rights, preferences, privileges or voting powers of the 6.625% Convertible Preferred Stock;

(b) alter or change the rights, preferences or privileges of any capital stock of the Corporation so as to affect adversely the 6.625% Convertible Preferred Stock;

(c) create or issue any Senior Securities;

(d) issue any shares of 6.625% Convertible Preferred Stock other than pursuant to the Acquisition Agreement;

(e) enter into (or suffer to exist) any agreement that expressly prohibits or restricts the payment of dividends on the 6.625% Convertible Preferred Stock or the Common Stock;

(f) other than the payment of dividends on the 6.625% Convertible Preferred Stock or payments pursuant to the Management Agreement, transfer all or any portion of the Corporation's or its Subsidiaries' cash balances or other assets to Ashford, Inc. or any other Subsidiary of Ashford, Inc. other than by means of a dividend payable by the Corporation pro rata to the holders of the Corporation's Common Stock; or

(g) enter into (or suffer to exist) any agreement, commitment, understanding or other arrangement to take any of the foregoing actions.

9. *No Preemptive Rights.* No holder of the 6.625% Convertible Preferred Stock shall be entitled as a matter of right to subscribe for or purchase, or have any preemptive right or any other right to remediate dilution with respect to, any part of any new or additional issue of stock of any class whatsoever, or of securities convertible into any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend, except as otherwise provided in the Investor Rights Agreement.

10. *Reissuance of 6.625% Convertible Preferred Stock.* Any Shares of 6.625% Convertible Preferred Stock redeemed, converted or otherwise acquired by the Corporation or any Subsidiary shall be cancelled and retired as authorized and issued shares of capital stock of the Corporation and no such Shares shall thereafter be reissued, sold or transferred.

11. *Record Holders.* To the fullest extent permitted by applicable law, the Corporation (and any Transfer Agent for the 6.625% Convertible Preferred Stock) may deem and treat the record holder of any share of the 6.625% Convertible Preferred Stock as the true and lawful owner thereof for all purposes, and the Corporation (and any such Transfer Agent) shall not be affected by any notice to the contrary.

12. *Form.* The 6.625% Convertible Preferred Stock shall be issued in substantially the form set forth in *Exhibit A* (the "*6.625% Convertible Preferred Stock Certificate*") and shall have such insertions as are appropriate or required or permitted by this Certificate of Designations and may have such letters, numbers or other marks of identification and such legends and endorsements, stamped, printed

lithographed or engraved thereon, as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Certificate of Designation. 6.625% Convertible Preferred Stock Certificates shall be issued in registered form only. The Corporation shall keep and maintain, or shall cause to be kept and maintained, a register in which, subject to such reasonable regulations as the Corporation may prescribe, the Corporation shall providefor the registration of shares and transfers, exchanges or substitutions as provided herein.

13. *Transfer Restrictions and Legends.* Each 6.625% Convertible Preferred Stock Certificate shall bear the legend set forth in *Exhibit A* hereto. Shares of 6.625% Convertible Preferred Stock may not be reoffered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of by a holder except pursuant to a registration statement that has become effective under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

14. *Transfer Agent.* The Corporation may, its sole discretion, appoint or remove a transfer agent and registrar for the 6.625% Convertible Preferred Stock (the "*Transfer Agent*") in accordance with the agreement between the Corporation and the Transfer Agent.

15. *Transfer.* A holder may transfer a 6.625% Convertible Preferred Stock Certificate only upon surrender of such certificate for registration of transfer, presented at the principal executive offices of the Corporation (or the offices of the Transfer Agent, if a Transfer Agent has been appointed) with a written instruction in form satisfactory to the Corporation (and Transfer Agent) duly executed by such holder, and accompanied by certification that such transfer will comply with the appropriate transfer restrictions applicable to such 6.625% Convertible Preferred Stock Certificate.

16. *Lost or Stolen Certificates.* Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificates and (ii) (y) in the case of loss, theft or destruction, indemnity (without bond or other security) reasonably satisfactory to the Corporation, or (z) in the case of mutilation, the Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Preferred Stock Certificate(s) if the holder contemporaneously requests the Corporation to convert such 6.625% Convertible Preferred Stock.

17. *Waiver.* Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the holders of 6.625% Convertible Preferred Stock granted hereunder may be waived as to all shares of 6.625% Convertible Preferred Stock (and the holders thereof) upon the written consent of a Supermajority of Holders, unless a higher percentage is required by applicable law, in which case the written consent of the holders of not less than such higher percentage of shares of 6.625% Convertible Preferred Stock shall be required.

18. *Notices.* Except as otherwise provided in this Certificate of Designation, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. The address for such communications are (i) if to the Corporation, 14185 Dallas Parkway, Suite 1100, Dallas, Texas 75254, (972) 392-1929 (facsimile number),Attention: Chief Operating Officer, and (ii) to any stockholder, at such holder's address at it appears in the stock records of the Corporation.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by its Chief Operating Officer this [ ] day of [ ], 2015(1).

ASHFORD ADVISORS, INC.

By: _____

Name: David A. Brooks
Title: *Chief Operating Officer*

(1) Certificate of Designation to be signed and filed on the closing date.

[Signature Page to Certificate of Designation]

Exhibit A

[Form of Certificate for 6.625% Convertible Preferred Stock](2)

(2) To be supplied between signing and closing.

[Signature Page to Certificate of Designation]

ANNEX E

INVESTOR RIGHTS AGREEMENT

INVESTOR RIGHTS AGREEMENT (this "*Agreement*") is entered into as of [ ], 2015(1), by and among Ashford, Inc., a Delaware corporation (the "*Company*"), Ashford Advisors, Inc., a Delaware corporation ("*Newco*"), Remington Hospitality Management, Inc., a Delaware corporation and wholly-owned subsidiary of Newco ("*Newco Sub*"), Archie Bennett, Jr., Monty J. Bennett, MJB Investments, LP (each a "*Remington Holder*" and collectively, the "*Remington Holders*"), Mark A. Sharkey ("*Sharkey*"), Remington Holdings GP, LLC, a Delaware limited liability company and the general partner of Target prior to the Closing (the "*Remington GP*"), Remington Holdings, L.P., a Delaware limited partnership ("*Target*"), and any other Persons that become parties to this Agreement by joinder as provided in this Agreement. Capitalized terms used in this Agreement and not otherwise defined have the meanings given such terms in *Article 1* or in the applicable Section cross-referenced in *Article 1*.

PRELIMINARY STATEMENTS

A. The Company, Newco, Newco Sub, the Remington Holders and certain other Persons are parties to the Acquisition Agreement, dated as of September 17, 2015 (the "*Acquisition Agreement*").

B. As a condition to the Closing pursuant to the Acquisition Agreement, the parties have agreed to enter into this Agreement in order to provide, among other things, governance and operational covenants.

THEREFORE, in consideration of the foregoing (which is incorporated by reference in this Agreement), the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.01 *Definitions.* Terms used in this Agreement and not otherwise defined in this Agreement will have the following meanings.

"*AAA*" has the meaning set forth in *Section 4.04(b)(ii)*.

"*Acquisition Agreement*" has the meaning set forth in the Preliminary Statements.

"*Adjusted EBITDA*" means, with respect to the Target Companies and for any period, net income before interest, income taxes, depreciation and amortization for such period, with such items determined in accordance with GAAP consistent with the audited financial statements of the Target Companies for the most recent fiscal year end, as adjusted for non-recurring and one-time events using the Company's as reported methodology for any such adjustments but applied to the Target Companies.

"*Agreement*" has the meaning set forth in the Preamble.

"*Affiliate*" means, with respect to a specified Person, any other Person that directly or indirectly controls, or is under common control with, or is controlled by, such specified Person. As used in this definition, "control" (including with its correlative terms) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

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(1) To be signed and dated as of the closing date.

"*Appraiser*" means an investment banker or other financial analyst that has experience determining the fair market value of securities, assets and/or businesses.

"*Approved Transfer*" means any Transfer of Newco Shares or Retained Target Interests that is not a Permitted Transfer that the Company approves by a resolution duly adopted by the Special Committee, which approval will not be unreasonably withheld, conditioned or delayed.

"*Arbitration Notice*" has the meaning set forth in *Section 4.04(b)(ii)*.

"*Arbitrator*" has the meaning set forth in *Section 4.04(b)(iii)*.

"*Base Strike Price*" means $25; provided, that at any time prior to the Closing, a Majority in Interest of the Remington Holders may elect in writing to set the Base Strike Price at a specified amount less than $25, in which case such specified amount shall be the Base Strike Price.

"*Beneficially Own*," and its correlative terms, when used with reference to a security, has the meaning ascribed to such term in Rule 13d-3(d)(1) the Exchange Act.

"*Business Day*" means any day except Saturday, Sunday or any other day on which commercial banks located in Dallas, Texas are authorized or required by Law to be closed for business.

"*Call Option Closing*" has the meaning set forth in *Section 4.02(d)*.

"*Change of Control*" means the occurrence of any of the following, in each case that was not consented to, voted for or otherwise supported by Monty J. Bennett: (a) any Person (other than the Remington Holders, their controlled Affiliates, any trust or other estate in which a Remington Holder has a substantial beneficial interest or as to which such Remington Holder serves as trustee or in a similar fiduciary capacity, any Immediate Family Member of a Remington Holder, or any Group of which any Remington Holder is a member) acquires Beneficial Ownership of securities of the Company or Newco that, together with the securities of the Company or Newco previously Beneficially Owned by the first such Person, constitutes more than 50% of the total voting power of the Company's or Newco's outstanding securities, or (b) the sale, lease, transfer or other disposition (other than as collateral) of all or a majority of the Company's or Newco's (taken as a whole) assets or income or revenue generating capacity, other than to any direct or indirect majority-owned and controlled Affiliate of the Company.

"*Change of Control Put Option*" has the meaning set forth in *Section 4.03(a)*.

"*Charter*" means the Certificate of Incorporation of Newco, as may be amended, modified or supplemented from time to time.

"*Code*" means the Internal Revenue Code of 1986.

"*Closing*" means the consummation of the transactions contemplated by the Acquisition Agreement.

"*Closing Date*" means the date on which the Closing is effective.

"*Commencement Date*" means, with respect to each Remington Holder, the date on or after which Monty J. Bennett is not the principal executive officer of the Company.

"*Company*" has the meaning set forth in the Preamble.

"*Company Board*" means the Board of Directors of the Company that manages the business and affairs of the Company.

"*Company Cleansed Shares*" has the meaning set forth in *Section 5.03(b)*.

"*Company Common Stock*" means the common stock of the Company, par value $0.01 per share, entitled to cast one vote on all matters in which holders of common stock may vote.

"*Conversion Price*" means $120, as adjusted as provided in *Section 4.05*.

"*Covered Investor*" means each Remington Holder, Sharkey and each Person that succeeds to the interests of a Remington Holder or Sharkey as a result of a Permitted Transfer.

"*Deferral Period*" has the meaning set forth in *Section 2.02(a)*.

"*Exchange Act*" means the Securities Exchange Act of 1934.

"*GAAP*" means generally accepted accounting principles in the United States consistently applied.

"*GP Holdings*" means Remington GP Holdings, LLC, a Delaware limited liability company and wholly owned Subsidiary of Newco Sub and the general partner of Target after the Closing.

"*GP Interests*" means all of the issued and outstanding general partnership interests in Target.

"*Group*" has the meaning ascribed to such term under Rule 13d-5(b) under the Exchange Act.

"*Holder*" means any Person Beneficially Owning Registrable Securities.

"*Holder Group Investor*" means each Remington Holder and each Person that succeeds to the interests of a Remington Holder as a result of an Intra-Group Transfer.

"*Incentive Fees*" has the meaning set forth in *Section 5.10*.

"*Incentive Liabilities*" has the meaning set forth in *Section 5.10*.

"*Independent Newco Sub Nominee*" has the meaning set forth in *Section 5.02*.

"*Immediate Family Member*" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, step-siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a referenced natural person.

"*In-Scope Service Providers*" means the executive officers of the Target Companies, and any independent contractors or consultants spending a majority of their respective time on the Restricted Business.

"*Intra-Group Transfer*" means the Transfer of Newco Shares or Retained Target Interests by a Remington Holder, a Holder Group Investor or a Covered Investor to: (a) an Immediate Family Member of a Covered Investor, or a trust established for the benefit of one or more such Immediate Family Members, in each case, without consideration and for *bona fide* estate, succession or tax planning purposes, or (b) a Person that is majority Beneficially Owned and is controlled by a Covered Investor; provided that, in each of the foregoing cases, the transferee becomes a party to this Agreement as a Covered Investor.

"*IPO*" means the sale by Newco in its first underwritten public offering of newly-issued equity securities not exceeding 20% of the voting stock of Newco under the Securities Act, registered on Form S-1 or its equivalent, in a primary registration resulting in aggregate net proceeds to Newco in an amount reasonably acceptable to Newco and a Majority in Interest of the Holder Group Investors.

"*LIBOR*" shall mean the rate per annum equal to the one-day London Interbank Offered Rate fixed by the British Bankers Association for United States dollar deposits in the London interbank marked at approximately 11:00 a.m., London, England time (or as soon thereafter as practicable) as determined by the Company from any broker, quoting service or commonly available source utilized by the Company.

"*Major Investor*" means a Person, that Beneficially Owns no less than 20% of the issued and outstanding shares of Newco Common Stock (taking into account such Person's Newco Preferred Stock on an as-converted basis).

"*Majority in Interest*" of the Remington Holders, the Holder Group Investors or the Covered Investors, as applicable, means, at any time, those Remington Holders, Holder Group Investors or Covered Investors, as applicable, holding in the aggregate a majority of the total number of shares of Newco Common Stock (in all cases taking into account the Newco Preferred Stock on an as-converted basis) held by all Remington Holders, Holder Group Investors or Covered Investors, as applicable.

"*Mandatory Registration Statement*" has the meaning set forth in *Section 2.01*.

"*Multiple*" has the meaning set forth in *Section 4.04(b)*.

"*New Securities*" has the meaning set forth in *Section 5.11*.

"*Newco*" has the meaning set forth in the Preamble to this Agreement.

"*Newco Board*" means the board of directors of Newco that manages the business and affairs of Newco.

"*Newco Common Stock*" means collectively, the Newco Voting Common Stock and the Newco Nonvoting Common Stock.

"*Newco Cleansed Shares*" has the meaning set forth in *Section 5.03(d)*.

"*Newco Nonvoting Common Stock*" means the common stock of Newco, par value $0.01 per share, which has no voting rights (except as required by law), but has all other rights and preferences of the Newco Voting Common Stock, as authorized by the Charter.

"*Newco Preferred Stock*" means the 6.625% convertible preferred stock of Newco, par value $25 per share, issued to the Remington Holders at the Closing, as authorized by the Preferred Stock Certificate of Designation.

"*Newco Preferred Stock Cash Amount*" means, at any date of determination, an amount in cash, determined on a per share basis, equal to (a) the Base Strike Price multiplied by 100.5%, plus (b) all accrued and unpaid dividends, as provided by the Preferred Stock Certificate of Designation, plus, (c) in the event that the Change of Control Put Option is exercised prior to the fifth anniversary of the Closing Date, an additional amount equal to 3% of the Base Strike Price *per annum* for each year, inclusive of the year in which the Change of Control Put Option is exercised, until the fifth anniversary of the Closing Date.

"*Newco Shares*" means shares of Newco Common Stock and Newco Preferred Stock.

"*Newco Sub*" has the meaning set forth in the Preamble.

"*Newco Sub Board*" means the Board of Directors of Newco Sub that manages the business and affairs of Newco Sub.

"*Newco Sub Note*" means the non-negotiable promissory note or notes (if more than one such note is requested by the Remington GP prior to the Closing) to be issued by Newco Sub to the Remington GP at the Closing in the aggregate principal amount of $10,000,000.

"*Newco Voting Common Stock*" means the common stock of Newco, par value $0.01 per share, which has one vote per outstanding share and all of the other rights and preferences as the Newco Nonvoting Common Stock, as authorized by the Charter.

"*Participation Notice*" has the meaning set forth in *Section 5.11(c)*.

"*Permitted Indebtedness*" means all aggregate obligations (including all obligations in respect of principal, accrued interest and fees), solely to the extent relating to the ordinary course acquisition of furniture, fixtures and equipment, (a) for the deferred purchase price of property (including any

deferred purchase price liabilities, earn-outs, contingency payments, installment payments, seller notes or similar liabilities), and (b) under capital leases (in accordance with GAAP).

"*Permitted Transfer*" means a Transfer to any of the following transferees of Newco Shares or Retained Target Interests: (a) an Intra-Group Transfer; (b) any Transfer as part of the exercise of the conversion rights of the Newco Preferred Stock as set forth in the Preferred Stock Certificate of Designation or the exercise of the conversion rights of the Newco Nonvoting Common Stock as set forth in the Charter; (c) any Transfer to a bona fide charitable foundation, and (d) any Transfer made pursuant to *Sections 4.01, 4.02* or *4.03*. In each of the foregoing cases, the transferee must become a party to this Agreement as a Covered Investor.

"*Person*" means any individual; any public or private entity, including any corporation, partnership, limited partnership, limited liability company, trust, or business enterprise or any governmental agency or instrumentality; and any Group.

"*Pre-Emptive Notice*" has the meaning set forth in *Section 5.11(a)*.

"*Pre-Emptive Share*" means, with respect to all Holder Group Investors, a percentage equal to the total number of New Securities specified in the Pre-Emptive Notice, multiplied by a fraction (a) the numerator of which is the sum of the total number of Newco Shares held by such Holder Group Investor (determined on a fully-diluted and an as-converted basis) and (b) the denominator of which is sum of the total number of Newco Shares outstanding (determined on a fully-diluted and an as-converted basis), in each case calculated as of the date on which the Pre-Emptive Notice is delivered to the Holder Group Investors, such amount to be allocated ratably in accordance with each Holder Group Investor's pro rata percentage thereof or as the exercising Holder Group Investors may mutually agree

"*Pre-Emption Period*" means the period beginning on the date on which the Pre-Emptive Notice is delivered to the Holder Group Investors and ending 30 days thereafter

"*Preferred Call Option*" has the meaning set forth in *Section 4.02(a)*.

"*Preferred Stock Certificate of Designation*" means the Certificate of Designation of 6.625% Convertible Preferred Stock of Ashford Advisors, Inc. in effect as of the Closing.

"*Private Letter Ruling*" has the meaning set forth in *Section 5.07*.

"*Proceedings*" has the meaning set forth in *Section 6.06(b)*.

"*Property Management Business*" means the property and project management business as conducted by the Target Companies on and prior to the date of this Agreement, and excluding, for clarity, the asset management business as conducted by the Company on or prior to the date of this Agreement.

"*Prospectus*" means the Prospectus included in a Registration Statement (including a Prospectus that includes any information previously omitted from a Prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A, Rule 430B or Rule 430C promulgated under the Securities Act), as amended or supplemented by any Prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"*Put Option Closing*" has the meaning set forth in *Section 4.03(b)*.

"*Reference Shares*" means all voting securities of the Company or of Newco, as applicable, that are (without duplication):

(a) Beneficially Owned by any Covered Investor, including any such voting securities as to which any Covered Investor has sole or shared voting power;

(b) Beneficially Owned by any member of a Group of which any Covered Investor is a member; or

(c) subject to or referenced in any derivative or synthetic interest that (i) conveys any voting right in Company Common Stock or Newco Voting Common Stock, as applicable, or (ii) is required to be, or is capable of being, settled through delivery of Company Common Stock or Newco Voting Common Stock, as applicable, in either case, that is held or Beneficially Owned by any Covered Investor or any controlled Affiliate or any Covered Investor.

"*register*," "*registered*," and "*registration*" refer to a registration effected by preparing and filing a Registration Statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

"*Registrable Securities*" means all Newco Shares issued and outstanding, and all Newco Shares issuable upon exercise or conversion of any other securities of Newco (or the successor Person of Newco in the event Newco is converted into another form of Person), Beneficially Owned or held by any Covered Investor, excluding, however, (a) any Registrable Securities sold in a transaction in which its registration rights under *Article 2* are not validly assigned.

"*Registration Statement*" means a Registration Statement of Newco in the form required to register the resale of the Registrable Securities under the Securities Act, and including any Prospectus, amendments and supplements to such Registration Statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statement.

"*Remington GP*" has the meaning set forth in the Preamble.

"*Remington Holder*" has the meaning set forth in the Preamble.

"*Remington Limited Partnership Agreement*" means the Agreement of Limited Partnership of Remington Holdings, L.P. dated as of the date of this Agreement.

"*Restricted Business*" means the business conducted by the Target Companies on the date of this Agreement, excluding direct or indirect ownership of any interest in real property that does not involve any activity enumerated in clauses (a) or (b) below, but including any of the following:

(a) property management activities within the lodging industry, including revenue development, customer service, asset maintenance, and related services;

(b) project management activities within the lodging industry, including construction management, interior design, architectural oversight, or the purchasing,expediting, warehousing, freight management, installation or supervision of furniture, fixtures, and equipment, or related services; and

(c) assisting any third Person to engage in (a) or (b).

"*Restricted Period*" has the meaning set forth in *Section 3.02(a)*.

"*Retained Target Interests*" has the meaning set forth in *Section 4.02(b)*.

"*Retained Target Interests Purchase Price*" has the meaning set forth in *Section 4.04(a)*.

"*Rules*" has the meaning set forth in *Section 4.04(b)(ii)*.

"*SEC*" means the United States Securities and Exchange Commission and any other governmental authority charged with administering the federal securities of the United States from time to time.

"*Securities Act*" means the Securities Act of 1933.

"*Seller Nominee*" has the meaning set forth in *Section 5.01*.

"*Seller Newco Sub Nominee*" has the meaning set forth in *Section 5.02*.

"*Sole Voting Shares*" means all voting securities of the Company (or of Newco, as applicable) that any Covered Investor has the sole power to vote and all such voting securities held by any Immediate Family Member of such Covered Investor or a trust established for the benefit of such Covered Investor or an Immediate Family Member of such Covered Investor.

"*Special Committee*" means a committee of the independent directors of the Company Board irrevocably delegated full powers of the Company Board with respect to this Agreement and the performance, amendment, modification or waiver of any term of this Agreement.

"*Subsidiary*" means, with respect to any Person, any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than equity securities or other interests having such power only upon the happening of a contingency that has not occurred) are held by such Person or one or more of its Subsidiaries

"*Target*" has the meaning set forth in the Preamble.

"*Target Companies*" means, collectively, Target and its Subsidiaries.

"*Target Call Option*" has the meaning set forth in *Section 4.02(b)*.

"*Transactions*" means all the transactions contemplated by the Acquisition Agreement and the other Transaction Documents (each as defined in the Acquisition Agreement).

"*Transfer*" and its correlative terms mean any sale, assignment, pledge, hypothecation, transfer, or other disposition or encumbrance of any Newco Shares or Retained Target Interests, or any beneficial interest therein, but does not include a *bona fide* pledge of Newco Shares or Retained Target Interests in an arms'-length lending transaction with a Person that is not an Affiliate of such pledgor of Newco Shares or Retained Target Interests.

"*Violation*" means losses, claims, damages, or liabilities (joint or several) or actions in respect thereof, to which a Person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations: (a) any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, including any preliminary Prospectus or final Prospectus contained therein or any amendments or supplements thereto; (b) the omission or alleged omission to state therein a material fact required to be stated, or necessary to make the statements therein not misleading, or (c) any violation or alleged violation by any other party to this Agreement, of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law.

"*VWAP*" means the dollar volume-weighted average price for Company Common Stock on its principle trading market during the period beginning at 9:30:01 a.m., New York City time (or such other time as such trading market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City time (or such other time as such trading market publicly announces is the official close of trading), as reported by Bloomberg, L.P. through its "Volume at Price" function or, if the foregoing does not apply, the dollar volume-weighted average price of Company Common Stock in the over-the-counter market on the electronic bulletin board for Company Common Stock during the period beginning at 9:30:01 a.m., New York time (or such other time as such trading market publicly announces is the official open of trading), and ending at 4:00:00 p.m., New York City time (or such other time as such trading market publicly announces is the official close of trading), as reported by Bloomberg, L.P., or, if no dollar volume-weighted average price is reported for the Company Common Stock by Bloomberg, L.P. for such hours, the average of the highest closing bid price and the lowest closing ask prices of any of the market makers for the Company Common Stock as reported in the "pink sheets" by Pink Sheets LLC (formerly The National Quotation Bureau, Inc.). If the VWAP cannot be calculated for Company Common Stock on a particular date on any of the foregoing bases, the VWAP will be the fair market value of Company Common Stock on such date as determined by the Special Committee in good faith.

ARTICLE 2
Registration Rights

2.01 *Mandatory Registration*. As soon as practicable following the second anniversary of the Closing Date, and based on good faith consultation between Newco and a Majority in Interest of the Holder Group Investors, Newco will use its best efforts to prepare and file with the SEC a Registration Statement providing for either or both of an IPO of Newco Voting Common Stock or the registration and resale, on a continuous or delayed basis, of all of the Registrable Securities (the "*Mandatory Registration Statement*"), and to cause the Mandatory Registration Statement to be declared effective under the Securities Act by the SEC as soon as reasonably practicable, but no later than the third anniversary of the Closing Date. Until a Majority in Interest of the Holder Group Investors otherwise determine, Monty J. Bennett shall serve as the designated representative of the Holder Group Investors with which Newco will consult pursuant to this *Section 2.01*.

2.02 *Obligations of Newco.* Whenever required under this *Article 2* to effect the registration of any Registrable Securities, Newco will, as expeditiously as possible,

(a) use its best efforts to keep the Mandatory Registration Statement continuously effective under the Securities Act until the latest of (i) the date when all of the Newco Voting Common Stock (in the case of an IPO) and/or the Registrable Securities covered by the Mandatory Registration Statement have been sold, and (ii) the date on which all of the Registrable Securities cease to be Registrable Securities; provided, that, in the event that, in the reasonable judgment of the Special Committee, it is advisable to suspend use of the Prospectus relating to the Mandatory Registration Statement for a discrete period of time (a "*Deferral Period*") due to pending material corporate developments or similar material events that have not yet been publicly disclosed and as to which the Special Committee believes public disclosure would be materially prejudicial to Newco, the Special Committee will deliver a certified resolution of the Special Committee to each Holder of Registrable Securities covered by such Registration Statement to the effect of the foregoing and, upon receipt of such certificate, such Holders will not dispose of their Registrable Securities covered by the Mandatory Registration Statement or Prospectus (other than in transactions exempt from the registration requirements under the Securities Act); provided, however, (x) such Deferral Periods will be no longer than 60 days in the aggregate in any 365-day period, and (y) Newco will not utilize this right more than once in any twelve month period;

(b) prepare and file with the SEC such amendments and supplements to the Mandatory Registration Statement and the Prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Mandatory Registration Statement;

(c) furnish to the Holders such numbers of copies of a Prospectus, including a preliminary Prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use its best efforts to register and qualify the Newco Voting Common Stock (in the case of an IPO) and/or Registrable Securities covered by the Mandatory Registration Statement under such other securities or Blue Sky laws of such jurisdictions as reasonably requested by the Holders of Registrable Securities; provided that Newco will not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless Newco is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) cause the Newco Voting Common Stock (in the case of an IPO) and/or all such Registrable Securities to be listed on a national securities exchange or trading system and each securities exchange and trading system on which similar securities issued by the Company are then listed;

(f) provide a transfer agent, a registrar and a CUSIP number for the Newco Voting Common Stock (in the case of an IPO) and/or all such Registrable Securities, in each case not later than the effective date of such registration;

(g) retain one or more nationally-recognized investment banking firms to act as underwriter for the offering, and enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the Remington Holders or the managing underwriter of such offering request in order to expedite or facilitate the disposition of the Newco Voting Common Stock (in the case of an IPO) and/or all such Registrable Securities (including, without limitation, making appropriate officers of Newco available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Newco Voting Common Stock (in the case of an IPO) and/or the Registrable Securities)); and

(h) use its best efforts to furnish, on the date on which the Newco Voting Common Stock (in the case of an IPO) and/or such Registrable Securities are sold to the underwriter, (i) an opinion, dated such date, of the counsel representing Newco for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a "comfort" letter dated such date, from the independent certified public accountants of Newco, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any.

2.03 *Furnish Information.* It will be a condition precedent to the obligations of Newco to take any action pursuant to this *Article 2* with respect to the Registrable Securities of any selling Holder that such Holder will furnish to Newco such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as will be reasonably required to effect the registration of such Holder's Registrable Securities.

2.04 *Expenses of Newco Registration.* Newco will bear and pay all expenses incurred in connection with any registration, filing or qualification of the Newco Voting Common Stock (in the case of an IPO) and/or the Registrable Securities with respect to the Mandatory Registration Statement required pursuant to this *Article 2*, including all registration, filing, and qualification fees, printers and

accounting fees relating or apportionable thereto and the fees and disbursements of one counsel for the selling Holders selected by them not to exceed $50,000, but excluding underwriting discounts and commissions relating to Registrable Securities.

2.05 *Underwriting Requirements*. In connection with any offering involving an underwriting pursuant to *Article 2*, Newco will not be required to include any Holder's Registrable Securities in such underwriting unless such Holder accepts the terms of the underwriting as agreed upon between Newco and its underwriters. In the event that the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such primary offering by Newco (in the case of an IPO or follow-on primary public offering by Newco), then the Registrable Securities that are included in such offering will be apportioned *pro rata* among the selling Holders based on the aggregate number of Registrable Securities requested to be registered by all selling Holders or in such other proportions as is mutually agreed to by all such selling Holders; provided, that in any event the holders of Registrable Securities will be entitled to register the offer and sale or distribute at least 50% of the securities to be included in such primary offering; and provided, further, that any such determination will not affect Newco's obligation to provide for an IPO of the Newco Voting Common Stock and/or for the registration and resale of all of the Registrable Securities prior to the third anniversary of the Closing Date. For the purposes of this *Section 2.05* concerning apportionment, for any selling Holder or equity holder, the controlled Affiliates of such selling Holder or equity holder, or the estates, Immediate Family Members and any trusts for the benefit of any of the foregoing Persons will be deemed to be a single "selling Holder" or "equity holder," as applicable, and any pro-rata reduction with respect to such Person will be based upon the aggregate amount of Newco Shares of all Persons included in such selling Person, as provided in this *Section 2.05*.

2.06 *Indemnification*. With respect to the Mandatory Registration Statement required under this *Article 2*:

(a) Newco will indemnify and hold harmless each Holder, the partners, members, officers, directors, managers and equity holders of each Holder, legal counsel and accountants for each Holder, any underwriter for such Holder and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Violation and Newco will pay to each such Holder, underwriter, controlling Person or other aforementioned Person, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Violation as such expenses are incurred; provided, however, that the indemnity agreement contained in this *Section 2.06(a)* will not apply to amounts paid in settlement of any such Violation if such settlement is effected without the consent of Newco, which consent will not be unreasonably withheld or delayed, nor will Newco be liable in any such case for any such Violation to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Holder, underwriter, controlling Person or other aforementioned Person.

(b) Each selling Holder will, severally and not jointly, indemnify and hold harmless Newco, each member of the Newco Board, each of its officers who has signed the Mandatory Registration Statement, each Person, if any, who controls Newco within the meaning of the Securities Act, legal counsel and accountants for Newco, any underwriter, any other Holder selling securities in such Registration Statement and any controlling Person of any such underwriter or other Holder, against any Violations to which any of the foregoing Persons may become subject, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder expressly for use in connection with such registration; and each such Holder will pay, any legal or other expenses reasonably incurred by any Person intended to be indemnified pursuant to this *Section 2.06(b)*, in connection with investigating or defending any such Violation; provided, however, that the indemnity agreement contained in

this *Section 2.06(b)* will not apply to amounts paid in settlement of any such Violation if such settlement is effected without the consent of the Holder, which consent will not be unreasonably withheld or delayed; provided, further, that, in no event will any indemnity under this *Section 2.06(b)* exceed the proceeds from the offering (net of any underwriting discounts or commissions) actually received by such Holder.

(c) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any Holder exercising rights under this Agreement, or any controlling Person of any such Holder, makes a claim for indemnification pursuant to this *Section 2.06* but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this *Section 2.06* provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling Holder or any such controlling Person in circumstances for which indemnification is provided under this *Section 2.06*, then, and in each such case, Newco and such Holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (1) no such Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such Registration Statement, and (2) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation; provided further, that in no event will a Holder's liability pursuant to this *Section 2.06(c)*, when combined with the amounts paid or payable by such Holder pursuant to *Section 2.06(b)*, exceed the proceeds from the offering (net of any underwriting discounts or commissions) received by such Holder.

2.07 *Assignment of Registration Rights.* The rights to cause Newco to file a Mandatory Registration Statement to register Newco Voting Common Stock (in the case of an IPO) and/or Registrable Securities pursuant to this *Article 2* are not assignable or transferable, except in connection with a Permitted Transfer, Approved Transfer or a Transfer complying with *Section 4.01*, provided that: (a) Newco is, within a reasonable time after such Transfer, furnished with written notice of the name and address of such transferee or assignee with respect to which such registration rights are being assigned; and (b) such transferee or assignee by joinder becomes a party to, and bound by and subject to the terms and conditions of, this Agreement.

ARTICLE 3
Approval Rights and Non-Competition

3.01 *Approval Rights.*

(a) After the Closing Date (i) until the Newco Sub Note is paid in full, without the prior written consent of a Majority in Interest of the Holder Group Investors, and (ii) from and including the time that the Newco Sub Note is paid in full, for so long as the Holder Group Investors Beneficially Own any Retained Target Interests, without the prior written consent of a Majority in Interest of the Holder Group Investors, the Company, Newco and Newco Sub will not

transfer the membership interests of GP Holdings or permit GP Holdings to Transfer the GP Interests to any Person that is not wholly owned, directly or indirectly, by Newco Sub, or in any way cause or permit GP Holdings (or any wholly owned transferee permitted under this *Section 3.01(a)*) to be treated as other than an entity disregarded from Newco Sub for federal income tax purposes;

(b) After the Closing Date for so long as the Holder Group Investors Beneficially Own no less than 20% of the issued and outstanding shares of Newco Common Stock (taking into account the Holder Group Investors' Newco Preferred Stock on an as-converted basis), without the prior written consent of a Majority in Interest of the Holder Group Investors:

(i) Newco Sub will not take any action to effect any dissolution or liquidation;

(ii) neither the Company, Newco nor Newco Sub will take any action to cause the Property Management Business to be conducted by Persons other than Newco Sub, GP Holdings and Target and its consolidated Subsidiaries; and Newco Sub, GP Holdings and Target will not acquire or operate any material assets, business or operations, other than those used in or related to the conduct of the Property Management Business;

(iii) neither the Company, Newco nor Newco Sub will take any action to cause any of the material business operations of the Company, (excluding the Property Management Business, which is covered under clause (ii) above) to be conducted through Persons other than Newco or wholly owned Subsidiaries of Newco; and

(iv) Newco Sub and its Subsidiaries will not incur indebtedness, except for Permitted Indebtedness.

3.02 *Non-Competition; Non-Solicitation.* As an integral part of the transactions contemplated by the Acquisition Agreement, this Agreement and the Remington Limited Partnership Agreement, each of the Remington Holders covenant and agree to the following:

(a) Commencing as of the date of this Agreement and continuing for a period of the later of three years following the Closing Date or three years following the Commencement Date (the "*Restricted Period*"), each Remington Holder will not, and will not permit any of its controlled Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business anywhere in the United States of America, including any metropolitan statistical area in the United States of America in which any Remington Holders provide services or otherwise conducts their business as of the Closing Date or as of the Commencement Date; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business anywhere in the United States of America in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, consultant or advisor; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Target Companies and customers, clients or vendors of the Target Companies. Notwithstanding the foregoing, (A) a Remington Holder may provide service as an officer, director, advisor or consultant, or be the owner of the securities, of the Company, Ashford Hospitality Trust, Inc., Ashford Hospitality Prime, Inc., Ashford Hospitality Select, Inc., AIM Real Estate Hedged Equity Master Fund, LP, AIM Performance Holdco, LP, AIM Management Holdco, LLC or any of the Affiliates of the foregoing Persons that are controlled by the immediately foregoing Persons prior to the Commencement Date; (B) a Remington Holder may freely pursue any opportunity to acquire ownership, directly or indirectly, in any interest in real properties in the lodging industry if it has presented such opportunity to the board of directors of the Company and the Company (based on a determination by a majority of its independent directors) declines to pursue or participate in such opportunity, provided such Remington Holder and its controlled Affiliates (other than the Company, Target Companies, and their subsidiaries) do

not engage in any Restricted Business for such real property; (C) a Remington Holder may own, directly or indirectly, solely as a passive investment, securities of any Person traded on any national securities exchange if such Remington Holder is not a controlling Person of, or a member of a group that controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person, provided that the restriction in clause (ii) above and this clause (C) shall not apply to ownership or management of securities by AIM Real Estate Hedged Equity Master Fund, LP, AIM Performance Holdco, LP or AIM Management Holdco, LLC or any of their respective controlled Affiliates, whether currently existing or created in the future; (D) the Remington Holders may continue to own the Retained Target Interests as contemplated by the Acquisition Agreement; (E) the Remington Holders may continue to own the Newco Shares as contemplated by the Acquisition Agreement; (F) the Remington Holders may continue to own, directly and indirectly, stock in the Company and its Affiliates as contemplated by the Acquisition Agreement; and (G) the Remington Holders may continue to hold director and executive officer positions with the Company and its Affiliates, including Newco and the Target Companies after the Closing.

(b) During the Restricted Period, the Remington Holders will not, and will not permit any of their controlled Affiliates to, directly or indirectly, hire or solicit any In-Scope Service Providers of any of the Target Companies or encourage any such In-Scope Service Provider to leave such position or hire any such In-Scope Service Provider who has left such position, except pursuant to a general solicitation that is not directed specifically to any such In-Scope Service Providers; *provided,* that nothing in this *Section 3.02(b)* will prevent the Remington Holders or any of their controlled Affiliates from hiring (i) any In-Scope Service Provider whose employment has been terminated by the Target Companies, Newco, Newco Sub or the Company, (ii) after 180 days from the date of termination of employment, any In-Scope Service Providers whose employment has been terminated by the employee, or (iii) any In-Scope Service Provider on a shared basis with the Target Companies.

(c) During the Restricted Period, the Remington Holders will not, and will not permit any of their controlled Affiliates or Representatives to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of any of the Target Companies or potential clients or customers of any of the Target Companies for purposes of diverting their business or services from the Target Companies.

(d) The Remington Holders acknowledge that a breach or threatened breach of any provision of this *Section 3.02* would give rise to irreparable harm to the Company and the Target Companies, for which monetary damages would not be an adequate remedy, and agree that in the event of a breach or a threatened breach by a Remington Holder of any such obligations, the Company will, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining orders, injunctions, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or to further demonstrate irreparable harm).

(e) The Remington Holders acknowledge that the restrictions contained in this *Section 3.02* are reasonable and necessary to protect the legitimate interests of the Company and the Target Companies and constitute a material inducement to the Company to enter into the Acquisition Agreement and consummate the Transactions. In the event that any covenant contained in this *Section 3.02* should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered and requested to reform such covenant, and such covenant will be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. The covenants contained in this *Section 3.02* and each provision of this Agreement are severable and distinct covenants and provisions. The invalidity or

unenforceability of any such covenant or provision as written will not invalidate or render unenforceable the remaining covenants or provisions of this Agreement, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

ARTICLE 4
Restrictions on Transfer of Shares and Retained Target Interests; Call and Put Options

4.01 *Restrictions on Transfer*.

(a) *Applicable Restrictions With Respect to Newco Shares.* No Covered Investor may Transfer all or part of its Newco Shares unless (i) the Transfer is a Permitted Transfer or (ii) the Transfer is an Approved Transfer; provided, that, the restrictions set forth in this *Section 4.01(a)* will not restrict or prohibit the Covered Investors from assigning any economic interest (separate from any voting interest) in any Newco Shares to any Person; and provided further, that, this *Section 4.01(a)* will not prohibit any Transfers of Newco Shares after the third anniversary of the Closing Date.

(b) *Applicable Restrictions With Respect to Retained Target Interests.* No Covered Investor may Transfer all or part of its Retained Target Interests unless (i) the Transfer is an Intra-Group Transfer, (ii) the Transfer is to a bona fide charitable foundation, (iii) the Transfer is an Approved Transfer, or (iv) the Transfer is neither an Intra-Group Transfer nor a Transfer to a bona fide charitable foundation and, in the case of clause (iii) or (iv), the Company fails to exercise its right of first refusal to purchase such Retained Target Interests pursuant to the procedures hereinafter set forth in this *Section 4.01(b)*; provided, that, the restrictions set forth in this *Section 4.01(b)* will not restrict or prohibit the Covered Investors from assigning any economic interest in any Retained Target Interests to any Person. In the event that a Covered Investor determines to Transfer any Retained Target Interests pursuant to *Section 4.01(b)(iii)* or *4.01(b)(iv)*, it will provide written notice of the proposed terms (including the purchase price) of such Transfer (including, if known at that time, the identity of the proposed transferee) to the Company not later than 15 days prior to such Transfer. The Company shall then have 15 days following its receipt of such written notice to determine whether it will acquire the Retained Target Interests to be so Transferred by the Covered Investor on the same terms set forth in such written notice. If the Company determines to acquire such Retained Target Interests, then within such 15-day period, it shall so notify the Transferring Covered Investor in writing to such effect and shall be obligated to consummate such acquisition within 15 days following the delivery of such written notice to such Covered Investor, provided, that the Company may pay the consideration required to be paid by it to such Covered Investor over a three year period pursuant to a promissory note issued by the Company to such Covered Investor, which note will bear interest at LIBOR plus 350 bps until paid in full and shall be collateralized by the Retained Target Interest so acquired, which note and security arrangement must be reasonably acceptable to such Covered Investor.

(c) *Status of Transferees; Joinder.* Any transferee from a Covered Investor will be bound by the terms of this Agreement as follows: (i) transferees in an Intra-Group Transfer, a Permitted Transfer or an Approved Transfer will be Covered Investors for the purposes of this Agreement; and (ii) transferees that are Covered Investors will continue to be Covered Investors. As a condition to any Transfer, the transferee must become a party to, and agree to be bound by, all of the terms and conditions of this Agreement as a Covered Investor by joinder reasonably acceptable to the Special Committee.

(d) *Compliance with Securities Law.* Newco Shares and the Retained Target Interests may not be Transferred in the absence of an effective Registration Statement or an exemption from the registration requirements of the Securities Act and all applicable state securities laws.

(e) *Non-Compliant Transfers Void.* Any Transfer of Newco Shares or Retained Target Interests that is not made in full compliance with the requirements of this *Section 4.01* (or otherwise contemplated by *Sections 4.02* or *4.03*) will be null and void, and Newco and Remington will refuse to recognize such Transfer and will not reflect on its records any change in ownership of Newco Shares or Retained Target Interests pursuant to such Transfer.

4.02 *Call Options*.

(a) Each Covered Investor hereby grants to Newco an option to require such Covered Investor to sell to Newco, and such Covered Investor is obligated to sell to Newco (the "*Preferred Call Option*"), all or any portion of the Newco Preferred Stock then owned by such Covered Investor on a pro rata basis among all Covered Investors (except that the Preferred Call Option will not be exercised with respect to Newco Preferred Stock with an aggregate purchase price less than $25,000,000). In the event that Newco elects to exercise the Preferred Call Option, then such exercise shall be directed to all Covered Investors then owning Newco Preferred Stock on a pro rata basis. The Preferred Call Option may be exercised by Newco only after the fifth anniversary of the Closing Date; provided, that, in the event Newco exercises the Preferred Call Option, each Covered Investor may, by written notice delivered to Newco not fewer than five Business Days before the scheduled Call Option Closing, exercise their right to convert the Newco Preferred Stock into Newco Nonvoting Common Stock. In the event that Newco exercises the Preferred Call Option, the price to be paid to each Covered Investor per share of Newco Preferred Stock then owned by such Covered Investor will be the Newco Preferred Stock Cash Amount.

(b) Each Covered Investor hereby grants to Newco Sub an option to require such Covered Investor to sell to Newco Sub, and such Covered Investor is obligated to sell to Newco Sub (the "*Target Call Option*"), all (but not less than all) of Target's limited partnership interests then Beneficially Owned by such Covered Investor (the "*Retained Target Interests*"). In the event that Newco Sub elects to exercise the Target Call Option, then such exercise shall be directed to all Covered Investors then owning Retained Target Interests on a pro rata basis. The Target Call Option may be exercised by Newco Sub only after the tenth anniversary of the Closing Date. In the event that Newco Sub exercises the Target Call Option, the price to be paid to each Covered Investor for the Retained Target Interests then owned by such Covered Investor will be an amount equal to 110% of the Retained Target Interests Purchase Price payable, at such Covered Investor's individual election not later than five Business Days before the scheduled Call Option Closing, in any combination of (A) cash, (B) the issuance of a number of shares of Company Common Stock equal to 110% of the Retained Target Interests Purchase Price payable to such Covered Investor (or relevant portion thereof) divided by the greater of (x) the VWAP of the Company Common Stock on the Business Day immediately preceding the date of the notice to such Covered Investor of the exercise by Newco Sub of the Target Call Option or (y) $100, or (C) the issuance of a number of shares of Newco Nonvoting Common Stock equal to 110% of the Retained Target Interests Purchase Price payable to such Covered Investor divided by the greater of (x) the VWAP of the Company Common Stock on the Business Day immediately preceding the date of the notice to such Covered Investor of the exercise by Newco Sub of the Target Call Option or (y) $100.

(c) The Preferred Call Option or the Target Call Option may be exercised by the exercising party giving notice to all Covered Investors then owning, as applicable, Newco Preferred Stock or Retained Target Interests of such Person's election to exercise such option.

(d) The closing for the purchase and sale pursuant to the Preferred Call Option or Target Call Option will take place at the executive offices of the Company on the date specified in such notice of exercise option (a "*Call Option Closing*"); provided, that the date of the closing of such purchase and sale will take place no fewer than 30 nor more than 60 days after the date of such notice. At any Call Option Closing, each Covered Investor then owning, as applicable, Newco

Preferred Stock or Retained Target Interests will deliver good and marketable title to the Newco Preferred Stock or Retained Target Interests being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, Newco or Newco Sub, as applicable, will deliver the consideration set forth in this *Section 4.02*.

4.03 *Put Following a Change in Control*.

(a) The Company hereby grants to each Covered Investor an option, exercisable on one occasion, to sell to the Company, and the Company is obligated to purchase from such Covered Investor, all (but not less than all) of the Retained Target Interests, the Newco Common Stock (unless an IPO has occurred) and/or the Newco Preferred Stock, as determined by such Covered Investor, then owned by such Covered Investor (the "*Change of Control Put Option*"), which right may be waived at the option of any such Covered Investor, any such waiver being irrevocable. The Change of Control Put Option may be exercised by each Covered Investor at any time during the 10 Business Day consecutive period following the consummation of a Change of Control. In the event that a Covered Investor exercises the Change of Control Put Option, the price to be paid by the Company to such exercising Covered Investor for the Retained Target Interests, Newco Common Stock and/or Newco Preferred Stock then owned by such Covered Investor and that are the subject of such exercise will be as follows:

(i) With respect to the Retained Target Interests then held by each exercising Covered Investor, the price to be paid by the Company to such Covered Investor will be equal to 90% of the Retained Target Interests Purchase Price, payable, at such Covered Investor's individual election not later than five Business Days before the scheduled Put Option Closing, in any combination of (A) cash, (B) the issuance of a number of shares of Company Common Stock equal to the 90% of the Retained Target Interests Purchase Price payable to such Covered Investor (or relevant portion thereof) divided by the greater of (x) the VWAP of the Company Common Stock on the Business Day immediately preceding the date of the Change of Control or (y) $100, or (C) the issuance of a number of shares of Newco Nonvoting Common Stock equal to 90% of the Retained Target Interests Purchase Price payable to such Covered Investor divided by the greater of (x) the VWAP of the Company Common Stock on the Business Day immediately preceding the date of the Change of Control or (y) $100.

(ii) With respect to the Newco Common Stock then held by each exercising Covered Investor, the price to be paid by the Company to such Covered Investor will be payable, at such Covered Investor's individual election not later than five Business Days before the scheduled Put Option Closing, in any combination of (A) cash equal to the number of shares of Newco Common Stock to be acquired by the Company multiplied by the VWAP of the Company Common Stock on the Business Day immediately preceding the occurrence of the Change of Control, or (B) the issuance of a number of shares of Company Common Stock equal to the number of shares of Newco Common Stock to be acquired by the Company.

(iii) With respect to the Newco Preferred Stock then held by each exercising Covered Investor, the price per share to be paid by the Company to such Covered Investor will be an amount equal to the Newco Preferred Stock Cash Amount, payable, at each such Covered Investor's Holder's individual election not later than five Business Days before the scheduled Put Option Closing, in any combination of (A) cash, (B) a number of shares of Company Common Stock determined by dividing such amount by the Conversion Price, (C) a number of shares of Newco Nonvoting Common Stock determined by dividing such amount by the Conversion Price, or (D) shares of preferred stock of the Company with terms, including par value and unpaid cumulative dividends, that are equivalent in all material respects to the

shares of Newco Preferred Stock being exchanged, in substantially the form of the certificate of designations attached as *Exhibit A*.

(b) The closing for the purchase and sale pursuant to the Change of Control Put Option will take place at the executive offices of the Company on the date specified in such notice of exercise option (a "*Put Option Closing*"); provided, that, except as provided in the following proviso, the date of the closing of such purchase and sale will take place no fewer than 30 nor more than 60 days after the date of such notice; provided, further, that in the event an exercising Covered Investor elects to receive cash, the Company may delay such closing date by not more than 120 days. At any Put Option Closing, the exercising Covered Investor will deliver good and marketable title to the Retained Target Interests, the Newco Preferred Stock and/or the Newco Common Stock being purchased and sold, duly endorsed in blank and otherwise in good form for transfer (if applicable), free and clear of any lien, charge, claim, or encumbrance other than this Agreement. In consideration for the same, the Company or its assignee will deliver the consideration set forth in this *Section 4.03*.

4.04 *Determination of the Retained Target Interests Purchase Price*.

(a) As used in this Agreement, the "*Retained Target Interests Purchase Price*" means an amount equal to the product of (i) the Multiple (as determined pursuant to *Section 4.04(b)*) multiplied by (ii) Target's Adjusted EBITDA for the twelve-month period ending on the last day of the last reported fiscal quarter of the Company prior to the exercise of the Target Call Option or the Change of Control Put Option (as the case may be) multiplied by (iii) the percentage ownership interest of Target on a fully-diluted basis represented by the Retained Target Interests.

(b) As used in this Agreement, the "*Multiple*" will mean a factor not less than 10.25 and not greater than 16.25 determined as follows:

(i) Following the tenth Business Day following delivery of the notice of exercise of the Target Call Option or the Change of Control Put Option (as the case may be), if the Company and the Covered Investors have not agreed upon the Multiple in writing, then each of the Company and the Covered Investors shall select an Appraiser and shall commission such Appraiser to determine the Multiple and the corresponding Retained Interests Purchase Price not later than the 30th Business Day following delivery of the notice of exercise of the Target Call Option or the Change of Control Put Option. Not later than the 35th Business Day following delivery of the notice of exercise of the Target Call Option or the Change of Control Put Option, each of the Company and the Covered Investors shall notify each other of the Multiple and the corresponding Retained Interests Purchase Price determined by their respective Appraiser. If all of the Retained Target Interests Purchase Prices determined by each such Appraiser are within 10% of each other, then all such appraisals shall be averaged and such average will be the Retained Interests Purchase Price for all purposes of this Agreement. If all of the Retained Target Interests Purchase Prices determined by each such Appraiser are not within 10% of each other, then the Multiple, and the corresponding Retained Interests Purchase Price shall be determined as hereinafter set forth in this *Section 4.04(b)*.

(ii) The Company and the Covered Investors shall submit a notice (an "*Arbitration Notice*") to the American Arbitration Association ("*AAA*") for binding arbitration in Dallas, Texas, in accordance with AAA rules covering commercial disputes as then in effect, including the expedited procedures (the "*Rules*"), as modified or supplemented in this Agreement. The parties agree that they will faithfully observe this covenant and agreement and the Rules and that they will abide by and perform the determination rendered by the Arbitrator. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (or by the same principles enunciated by such Act in the event it may not be technically applicable). The

determination rendered by the Arbitrator will be final and binding on all parties. If any party becomes the subject of a bankruptcy, receivership or other similar proceeding under the laws of the United States of America, any state or commonwealth or any other national or political subdivision thereof, then, to the extent permitted or not prohibited by applicable law, any factual or substantive legal issues arising in or during the pendency of any such proceeding will be subject to all of the foregoing mandatory mediation and arbitration provisions and will be resolved in accordance therewith. The agreements contained in this *Section 4.04(b)* have been given for valuable consideration, are coupled with an interest and are not intended to be executory contracts. The fees and expenses of the Arbitrator will be shared equitably (as determined by the Arbitrator) between the Company and the Covered Investors.

(iii) Promptly after the Arbitration Notice is given, AAA will select five possible arbitrators (all of whom must be individuals who have documented experience as Appraisers) to whom AAA will give the identities of the parties and the general nature of the dispute. If any of those arbitrators disqualifies himself or declines to serve, AAA will continue to designate potential arbitrators until the parties have five from which to select. After the panel of five potential arbitrators has been completed, a brief summary of the background of each of the potential arbitrators will be given to each of the parties, and the Company and the Covered Investors will have a period of 10 days after receiving the summaries in which to attempt to agree upon a single arbitrator to conduct the arbitration (the "*Arbitrator*"). If the Company and the Covered Investors are unable to agree upon an Arbitrator, then one of the parties will notify AAA and the other party, and AAA will notify each party that it has five days from the AAA notice to strike two names from the list and advise AAA of the two names stricken. After expiration of the strike period, if all but one candidate has been stricken, the remaining one will be the Arbitrator, but, if two or more have not been stricken, AAA will select the Arbitrator from one of those not stricken by lot. The selection of the Arbitrator by AAA will be final and binding.

(iv) The Arbitration Notice submitted to AAA must set out a plain statement of how each of the Company and the Covered Investors and their respective Appraisers determined their respective versions of the Multiple and the corresponding Retained Interests Purchase Price. The Arbitration Notice will have attached copies of all pertinent documents and other things then deemed relevant to the determination by the Arbitrator of the Multiple and the corresponding Retained Interests Purchase Price.

(v) The Arbitrator will endeavor to promptly schedule and hold the hearings (on consecutive days if practicable), and will have the ultimate authority to determine the Multiple and the corresponding Retained Interests Purchase Price. Notwithstanding any provision of this Agreement, or any law or regulation, the Arbitrator's determination will be strictly limited to the selection of one of the Multiples and corresponding Retained Interests Purchase Price specified in the Arbitration Notice. The Arbitrator is not authorized to select any different Multiple or corresponding Retained Interests Purchase Price. In making his or her decision, the Arbitrator will be bound by the terms of this Agreement. The Arbitrator will not be required to make findings of fact or render opinions of law.

(vi) No litigation or other proceeding may ever be instituted at any time in any court or before any administrative agency or body for the purpose of adjudicating, interpreting, or enforcing any rights, duties, liabilities, or obligations relating to the determination of the Multiple, or for the purpose of appealing any decision of the Arbitrator.

4.05 *Adjustment to Conversion Price.* If Newco, at any time or from time to time after the Closing Date, (a) pays a dividend or makes any other distribution for no consideration to holders of the Newco Common Stock in any other capital stock of Newco or in shares of Newco Common Stock or securities directly or indirectly convertible into or exchangeable for shares of Newco Common Stock, or (b) subdivides (by any stock split, recapitalization or otherwise) its outstanding shares of Newco Common Stock into a greater number of shares, the Conversion Price applicable to the Preferred Call Option in effect immediately prior to any such dividend, distribution or subdivision will be proportionately reduced. If Newco at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Newco Common Stock into a smaller number of shares, the Conversion Price applicable to the Preferred Call Option in effect immediately prior to such combination will be proportionately increased. Any adjustment under this *Section 4.05* shall become effective at the close of business on the date the dividend, distribution, subdivision or combination becomes effective.

4.06 *References to Newco Nonvoting Common Stock.* At such time that the shares of Newco Nonvoting Common Stock are automatically converted into shares of Newco Voting Common Stock, in accordance with the terms of the Charter, all references to "Newco Nonvoting Common Stock" in *Sections 4.02(a) and (b)* and *Sections 4.03(a)(i) and (ii)* shall be deemed to refer to "Newco Voting Common Stock".

ARTICLE 5
Additional Covenants

5.01 *Company Board Nomination Rights.* For so long as the Holder Group Investors are Major Investors, a Majority in Interest of the Holder Group Investors will be entitled to nominate one individual (such individual, and any successor to such individual as contemplated by this *Section 5.01*, the "*Seller Nominee*") for election as a member of the Company Board; provided that, in the event that Newco fails to pay dividends as required pursuant to the Preferred Stock Certificate of Designations for two consecutive payment dates, the number of Seller Nominees shall be increased from one individual to three individuals and the term "Seller Nominee" as set forth below will be deemed to refer to all such Seller Nominees. The owners of the Newco Preferred Stock shall also have the rights set forth in the Preferred Stock Certificate of Designation concerning the election of directors to Newco for so long as shares of Newco Preferred Stock remain outstanding. Until a Majority in Interest of the Holder Group Investors otherwise determine, Monty J. Bennett shall serve as the Seller Nominee.

(a) The Company agrees: (i) to assure that the size of the Company Board will accommodate the Seller Nominee; (ii) that at each annual meeting of stockholders of the Company, the Company (A) will cause the slate of nominees standing for election, and recommended by the Company Board, at each such meeting to include the Seller Nominee, (B) will nominate and reflect in the proxy statement on Schedule 14A for each such meeting the nomination of the Seller Nominee for election as a director of the Company at each such meeting, and (C) cause all proxies received by the Company to be voted in the manner specified by such proxies and, to the extent permitted under applicable law and stock exchange rules, cause all proxies for which a vote is not specified to be voted for the Seller Nominee; and (iv) that if the Seller Nominee ceases to be a director of the Company other than because the Holder Group Investors cease to be Major Investors, a Majority in Interest of the Holder Group Investors may propose to the Company a replacement nominee for election as a director of the Company, in which event such individual will be appointed to fill the vacancy created as a result of the prior Seller Nominee ceasing to be a director of the Company.

(b) Newco agrees, and the Company agrees to cause Newco: (i) to assure that the size of the Newco Board will accommodate the Seller Nominee; (ii) to appoint directors to the Newco Board such that the Newco Board will, at all times, be made up of the same individuals serving on the

Company Board, including the Seller Nominee; and (iii) if the Seller Nominee ceases to be a director of Newco other than because the Holder Group Investors cease to be Major Investors, a Majority in Interest of the Holder Group Investors may propose to Newco a replacement nominee for election as a director of Newco, in which event such individual will be appointed to fill the vacancy created as a result of the prior Seller Nominee ceasing to be a director of Newco. *Section 5.01(b)(ii)* will terminate upon the consummation of an IPO.

5.02 *Newco Sub Board Nomination Rights.* For so long as the Holder Group Investors hold any Retained Target Interests: (i) a Majority in Interest of the Holder Group Investors will be entitled to nominate one individual (such individual, and any successor to such individual as contemplated by this *Section 5.02*, the "*Seller Newco Sub Nominee*") for election as a member of the Newco Sub Board; and (ii) the independent directors of Newco will be entitled to nominate two individuals (such individuals, and any successors to such individuals as contemplated by this *Section 5.02*, the "*Independent Newco Sub Nominees*") for election as members of the Newco Sub Board. Until a Majority in Interest of the Holder Group Investors otherwise determine, Monty J. Bennett shall serve as the Seller Newco Sub Nominee.

(a) Newco Sub agrees, and the Company agrees to cause Newco Sub: (i) to assure that the size of the Newco Sub Board will accommodate the Seller Newco Sub Nominee and the Independent Newco Sub Nominees; (ii) to appoint directors to the Newco Sub Board such that the Newco Sub Board will, at all times, be made up of such individuals, including the Seller Newco Sub Nominee and the Independent Newco Sub Nominees, as shall be necessary to comply with the Private Letter Ruling; (iii) if the Seller Newco Sub Nominee ceases to be a director of Newco Sub other than because the Holder Group Investors cease to own any Retained Target Interests, a Majority in Interest of the Holder Group Investors may propose to Newco Sub a replacement nominee for election as a director of Newco Sub, in which event such individual will be appointed to fill the vacancy created as a result of the prior Seller Newco Sub Nominee ceasing to be a director of Newco Sub; and (iv) if an Independent Newco Sub Nominee ceases to be a director of Newco Sub, the independent directors of Newco may propose to Newco Sub a replacement nominee for election as a director of Newco Sub, in which event such individual will be appointed to fill the vacancy created as a result of the prior Independent Newco Sub Nominee ceasing to be a director of Newco Sub.

5.03 *Voting Rights.* The Covered Investors agree that:

(a) Each Covered Investor will cause to be present, in person or represented by proxy, all voting securities of the Company that such Covered Investor Beneficially Owns at all stockholder meetings of the Company so that all voting securities of the Company that the Covered Investors Beneficially Own will be counted for the purposes of determining the presence of a quorum at such meetings.

(b) On any and all matters submitted to a vote of the holders of voting securities of the Company, the Covered Investors will have the right to vote or direct or cause the vote of the Sole Voting Shares as the Covered Investors determine, in their sole discretion, except as provided in this *Section 5.03(b)*. If, prior to the fourth anniversary of the Closing Date, the combined voting power of the Reference Shares of the Company exceeds 25.0% (plus the combined voting power of any Company Common Stock acquired by any Covered Investor in an arm's length transaction after the date of this Agreement from a Person other than the Company or a Subsidiary of the Company, including through open market purchases, privately negotiated transactions or any distributions of Company Common Stock by either of Ashford Hospitality Trust, Inc. or Ashford Hospitality Prime, Inc. to its respective stockholders pro rata) of the combined voting power of all of the outstanding voting securities of the Company entitled to vote on any given matter, then Reference Shares of the Company representing voting power equal to such excess will be deemed

to be "*Company Cleansed Shares*" under this Agreement. The Covered Investors irrevocably agree that they will vote, or cause to be voted, out of the Covered Investors' Sole Voting Shares of the Company, shares constituting voting power equal to the voting power of the Company Cleansed Shares in the same proportion as the holders of such class or series of voting securities of the Company vote their shares with respect to such matters, inclusive of the Reference Shares of the Company voted by the Covered Investors; provided, that the foregoing restriction may be waived by two-thirds majority vote or consent of the independent directors of the Company Board that have no personal interest in the matter to be voted upon. The Covered Investors hereby irrevocably grant to the Company or its designee, as specified by the Special Committee, a proxy with full power of substitution and resubstitution, which is coupled with an interest, during the term of this Agreement, to vote and give or withhold consent on behalf and in the name of such Covered Investor in order to effect the terms of *Sections 5.03(a*) and *(b)* .

(c) Each Covered Investor will cause to be present, in person or represented by proxy, all shares of the Newco Voting Common Stock that such Covered Investor Beneficially Owns at all stockholder meetings of Newco so that all shares of Newco Voting Common Stock that the Covered Investors Beneficially Own will be counted for the purposes of determining the presence of a quorum at such meetings.

(d) On any and all matters submitted to a vote of the holders of the Newco Voting Common Stock, the Covered Investors will have the right to vote or direct or cause the vote of the Sole Voting Shares as the Covered Investors determine, in their sole discretion, except as provided in this *Section 5.03(d)*. If the combined voting power of the Reference Shares of Newco exceeds 25% (plus the combined voting power of any Newco Voting Common Stock acquired by any Covered Investor in an arm's length transaction after the date of this Agreement from a Person other than the Company, Newco or any Subsidiary of the Company or Newco, including through open market purchases or privately negotiated transactions) of the combined voting power of all of the outstanding shares of Newco Voting Common Stock entitled to vote on any given matter, then Reference Shares of Newco representing voting power equal to such excess will be deemed to be "*Newco Cleansed Shares*" under this Agreement. The Covered Investors irrevocably agree that they will vote, or cause to be voted, out of the Covered Investors' Sole Voting Shares of Newco, shares constituting voting power equal to the voting power of the Newco Cleansed Shares in the same proportion as the holders of the Newco Voting Common Stock vote their shares with respect to such matters, inclusive of the Reference Shares of Newco voted by the Covered Investors; provided, that the foregoing restriction may be waived by two-thirds majority vote or consent of the independent directors of the Newco Board that have no personal interest in the matter to be voted upon; and provided further, that the foregoing restriction shall not apply to any shares of Newco Voting Common Stock that are held by a Person that is not a Holder Group Investor so long as such Person acquired such shares in an arms-length transaction and is neither an Affiliate of a Holder Group Investor nor a party to any agreement, arrangement or understanding with a Holder Group Investor pursuant to which a Holder Group Investor has or shares voting or dispositive power over such shares. The Covered Investors hereby irrevocably grant to Newco or its designee, as specified by the Special Committee, a proxy with full power of substitution and resubstitution, which is coupled with an interest, during the term of this Agreement, to vote and give or withhold consent on behalf and in the name of such Covered Investor in order to effect the terms of *Sections 5.03(c*) and *(d)*.

(e) The Covered Investors hereby revoke any and all other proxies and voting agreements given by the Covered Investors with respect to Company Common Stock or Newco Voting Common Stock, as applicable, Beneficially Owned by them and will cause their Affiliates to revoke any and all proxies and voting agreements given by any such Affiliate with respect to Company Common Stock or Newco Voting Common Stock, as applicable.

5.04 *Newco Approvals.* The Company and Newco agree that Newco will not take, and the Company will not cause or permit Newco to take, any corporate action that, if taken by the Company, would require the approval of the stockholders of the Company under the Delaware General Corporation Law or the rules and regulations of any stock exchange on which the voting securities of the Company are then listed, unless such corporate action has been approved by the stockholders of the Company by the same vote as would be required if the Company were taking such corporate action.

5.05 *Anti-Dilutive Issuances.* If after the date of this Agreement, the Company determines to sell for cash any shares of Company Common Stock to any Person or issue any debt securities, the Company will promptly contribute the net proceeds of such sale or issuance to the capital of Newco in exchange for a number of newly issued shares of Newco Voting Common Stock determined, (a) with respect to sales of shares of Company Common Stock, by dividing the net proceeds of such offering by the price at which the shares of Company Common Stock were sold in such offering, as such number may be adjusted equitably for any stock split, stock dividend or reverse stock split of Company Common Stock and, (b) with respect to issuances of debt securities, by dividing the net proceeds of such issuance by the VWAP of the Company Common Stock on the Business Day immediately preceding the contribution to Newco. Newco will at all times reserve and keep available out of its authorized but unissued shares (or shares held in the treasury of Newco) the number of shares of Newco Common Stock as may from time to time be required for the exchange of all of the authorized but unissued shares of Company Common Stock.

5.06 *Authorized Capital.* Newco will at all times reserve and keep available out of its authorized but unissued shares (or shares held in the treasury of Newco) the number of shares of Newco Common Stock as may from time to time be required to comply with the provisions of this Agreement, the Certificate of Designation and the Charter.

5.07 *Private Letter Ruling.* Newco Sub will at all times operate in a manner that complies with the private letter ruling that may be issued by the Internal Revenue Service to the Company, Ashford Hospitality Trust, Inc., Ashford Hospitality Prime, Inc., Ashford Hospitality Select, Inc. or other parties in connection with, and that permits the transactions contemplated by, this Agreement and the Acquisition Agreement (the "*Private Letter Ruling*").

5.08 *Classes Outstanding.* The Newco Common Stock and Newco Preferred Stock will be the only outstanding classes of capital stock of Newco.

5.09 *Stock Dividends; Reporting.* Until the occurrence of an IPO, except with the prior written consent of a Majority in Interest of the Holder Group Investors, Newco shall neither:

(a) distribute (within the meaning of Section 305 of the Code) Newco stock to the holders of Newco Common Stock (including the holders of the Newco Preferred Stock on an as converted basis), nor

(b) take the position (on any tax return or otherwise) that a holder of the Newco Preferred Stock has received (or is deemed for tax purposes to have received) a taxable stock distribution, except to the extent required by a 'determination' within the meaning of Section 1313(a) of the Code (or any comparable provision of any state, local or foreign law) or to the extent Newco's tax counsel or tax accountant provides written advice to Newco that either there is no reasonable basis or there is no substantial authority (each within the meaning of Section 6662 of the Code (or any comparable provision of any state, local or foreign law)) for the position that such holder has not received (and is not deemed to have received) a taxable stock distribution.

5.10 *Archie Bennett, Jr. Rights.* Archie Bennett, Jr. shall have the following rights and privileges: (a) the title of Chairman of Target; (b) the right to continue his current level of involvement with Target (e.g., first class travel to the hotels, visit with hotel staff, report back (verbally) to Target's

President with his observations and advice for changes or improvements); (c) reimbursement of the actual out-of-pocket costs (including first class air travel) incurred by him in connection with the foregoing activities; and (d) availability to the directors of the Company and Newco for the purpose of attending board meetings thereof and offering his insight and advice on Target's operational and financial performance.

5.11 *Prorated Remington Incentive Fees.* Pursuant to the terms and conditions of certain hotel management agreements to which Target is a party, Target receives an annual incentive management fee based on the preceding year's hotel operations subject to such hotel management agreements (collectively, the "*Incentive Fees*"), which Incentive Fees are calculated and paid in the first quarter of each calendar year. For the calendar year in which the Closing occurs, the net amount of the aggregate Incentive Fees less the aggregate amount of officer and executive employee bonuses paid by Target (collectively, the "*Incentive Liabilities*"), shall be prorated as of the Closing Date based upon the actual number of days elapsed from January 1 through the Closing Date. Pursuant to the Remington Limited Partnership Agreement, such net prorated amounts shall be paid by Target to Archie Bennett, Jr. and Monty J. Bennett (or MJB Investments, as applicable) in cash with respect to the period of time prior to the Closing Date, and Target shall retain such net prorated amounts for the period of time after the Closing Date. Each of Archie Bennett, Jr. and Monty J. Bennett (or MJB Investments, applicable) shall receive 50% of the aggregate prorated net amount payable pursuant to the immediately preceding sentence. Such payments shall be made by Target within fifteen days after both (a) all of the Incentive Fees have been received and (b) the amounts of all of the Incentive Liabilities determined. Target shall calculate, collect, disburse and pay, as applicable, the Incentive Fees and Incentive Liabilities consistent in all material respects with past practices and the terms of the applicable hotel management agreements, employee agreements and other related agreements. Target shall provide the Remington Holders full access to the books and records and personnel of Target to the extent that they relate to the calculation and determination of the Incentive Fees or the Incentive Liabilities. In addition to the foregoing, in the event that the Closing Date occurs after the conclusion of a calendar year and before the ordinary course determination and payment of the Incentive Fees in respect of such calendar year, then the Incentive Fees less the Incentive Liabilities for such calendar year shall be paid by Target to Archie Bennett, Jr. and Monty J. Bennett (or MJB Investments, as applicable) during the first quarter of the next following calendar year in accordance with the procedures set forth above.

5.12 *Preemptive Rights.* Neither the Company, Newco nor Newco Sub will issue any equity securities, rights to acquire equity securities of the Company, Newco or Newco Sub or debt convertible into equity securities of the Company, Newco or Newco Sub ("*New Securities*") unless the Company, Newco or Newco Sub, as the case may be, complies with the provisions of this *Section 5.12*, except for (A) the issuance of Newco Voting Common Stock to the Company as contemplated by *Section 5.05*, (B) the conversion of Newco Preferred Stock as provided by the Preferred Stock Certificate of Designation, (C) the conversion of the Newco Nonvoting Common Stock as provided in the Charter, or (D) the issuance of Company Common Stock or Newco Common Stock pursuant to Article IV of this Agreement, respectively.

(a) The Company, Newco or Newco Sub must give to each Holder Group Investor notice of its respective intention to issue New Securities (a "*Pre-Emptive Notice*") prior to accepting any offer or proposal, or making any commitment, relating thereto and at least 30 days prior to the anticipated issuance date of the New Securities. The Pre-Emptive Notice must state the class or series of New Securities to be issued or describe in reasonable detail the rights and preferences of the New Securities, the aggregate number of such New Securities to be issued, the aggregate consideration to be paid in exchange therefor, the anticipated issuance date and the other material terms upon which the Company, Newco or Newco Sub proposes to issue or sell such New Securities.

(b) Upon receipt of a Pre-Emptive Notice, each Holder Group Investor shall have the right to acquire, on the terms specified in the Pre-Emptive Notice, such Holder Group Investor's Pre-Emptive Share of the New Securities specified in the Pre-Emptive Notice. Each Holder Group Investor will be entitled to exercise such right within the Pre-Emption Period.

(c) To exercise the rights provided by this *Section 5.12*, a Holder Group Investor must give a written notice of exercise (a "*Participation Notice*") to the Company, Newco or Newco Sub, as the case may be, during the Pre-Emption Period. The Participation Notice must contain the irrevocable offer of such Holder Group Investor to acquire all or any portion, of such Holder Group Investor's Pre-Emptive Share of the New Securities specified in the Pre-Emptive Notice. Failure of a Holder Group Investor to deliver a valid Participation Notice during the Pre-Emption Period will be deemed a waiver of such Member's Pre-Emptive Right with respect to the New Securities described in the Pre-Emptive Notice. If a Pre-Emptive Right is exercised in accordance with this *Section 5.12*, the closing of the purchase of the New Securities will occur no later than the thirtieth day after the expiration of the Pre-Emptive Period, unless the Company, Newco or Newco Sub, as the case may be, and the purchasing Holder Group Investors agree upon a different place or date.

ARTICLE 6
Miscellaneous

6.01 *Legends on Certificates.* During the term of this Agreement, each certificate or other instrument representing Newco Shares will bear legends in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE SALE, ASSIGNMENT, TRANSFER, PLEDGE OR OTHER DISPOSITION THEREOF ARE SUBJECT TO RESTRICTIONS AND AGREEMENTS CONTAINED IN AN INVESTOR RIGHTS AGREEMENT, DATED AS OF [•], AMONG ASHFORD ADVISORS, INC., REMINGTON HOSPITALITY MANAGEMENT, INC., ARCHIE BENNETT, JR., MONTY J. BENNETT, MJB INVESTMENTS, LP, MARK A. SHARKEY AND THE OTHER PARTIES THERETO. A COPY OF SUCH AGREEMENT WILL BE FURNISHED BY ASHFORD ADVISORS, INC. TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO ASHFORD ADVISORS, INC. AT ITS PRINCIPAL PLACE OF BUSINESS OR REGISTERED OFFICE.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, EXCEPT UPON DELIVERY TO ASHFORD ADVISORS, INC. OF AN OPINION OF COUNSEL SATISFACTORY TO ASHFORD ADVISORS, INC. THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO ASHFORD ADVISORS, INC. OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER"

Newco will make a notation on its records and give instructions to any transfer agent of its equity securities to implement the restrictions on transfer established in this Agreement.

6.02 *Assignment.* The rights and obligations of the Remington Holders, Holder Group Investors and Covered Investors pursuant to this Agreement, other than with respect *Article 2*, are assignable and transferable only in connection with a Transfer complying with this Agreement. The rights and obligations granted pursuant to *Article 2* are not assignable or transferable, by operation of law or

otherwise, except as provided in *Section 2.07*. Newco's rights with respect to the Preferred Call Option are not assignable or transferable.

6.03 *Binding Effect.* Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, legatees, legal representatives and permitted successors, transferees and assigns.

6.04 *Termination*.

(a) This Agreement will terminate and be of no further force or effect upon the earliest to occur of (i) the written agreement of the Company and a Majority in Interest of the Covered Investors, (ii) the fifth anniversary of this Agreement, (iii) the date on which the Covered Investors no longer own any Retained Target Interests or Newco Shares; provided, however, that the provisions of *Sections 3.01. 3.02, 5.01, 5.02, 5.03* and *5.09* shall remain in effect for the periods of time specified therein and the provisions of *Sections 4.02, 4.03, 4.04, 4.05* and *5.07* shall survive indefinitely.

(b) A Covered Investor shall automatically cease to be bound by this Agreement solely in its capacity as a Covered Investor at such time as such Covered Investor no longer owns any Retained Target Interests or Newco Shares.

6.05 *Notices.* Whenever this Agreement provides that any notice, demand, request, consent, approval, declaration, or other communication be given to or served upon any of the parties or any other Person, such notice, demand, request, consent, approval, declaration, or other communication will be in writing and will be deemed to have been validly served, given, or delivered (and "the date of such notice" or words of similar effect will mean the date) upon actual, confirmed receipt thereof (whether by non-certified mail, telecopy, telegram, express delivery, or otherwise), addressed to Newco and the Covered Investors at the street or post office addresses, facsimile numbers or e-mail addresses set forth on the signature pages to this Agreement (or to such other addresses or facsimile number as such party may have specified by notice given pursuant to this provision) and to any other equity holders in Newco at the addresses or facsimile numbers set forth on the books and records of Newco. No notice, demand, request, consent, approval, declaration, or other communication will be deemed to have been given or received unless and until it sets forth all items of information required to be set forth therein pursuant to the terms of this Agreement.

6.06 *Choice of Law; Forum; Waiver of Jury Trial*.

(a) THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED, AND PERFORMED THEREIN WITHOUT GIVING EFFECT TO THE CHOICE-OF-LAW RULES THEREOF OR ANY OTHER PRINCIPLE THAT COULD REQUIRE THE APPLICATION OF THE SUBSTANTIVE LAW OF ANY OTHER JURISDICTION; AND

(b) EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE, SITTING IN WILMINGTON, DELAWARE AND HAVING PROPER SUBJECT MATTER JURISDICTION, OR THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF DELAWARE, FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT (COLLECTIVELY, "*PROCEEDINGS*"). EACH PARTY HEREBY AGREES THAT SERVICE OF SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH ANY PROCEEDINGS MAY BE MADE AS SET FORTH IN THIS AGREEMENT WITH RESPECT TO SERVICE OF NOTICES, AND THAT SERVICE SO MADE WILL BE AS EFFECTIVE AS

IF PERSONALLY MADE IN THE STATE OF DELAWARE. IT IS THE INTENT OF EACH OF THE PARTIES THAT ALL PROCEEDINGS BE HEARD AND LITIGATED EXCLUSIVELY IN A COURT LOCATED IN WILMINGTON, DELAWARE. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT IT HAS FREELY AGREED THAT (i) ALL PROCEEDINGS WILL BE HEARD IN ACCORDANCE WITH THIS *SECTION 6.06*: (ii) THE AGREEMENT TO CHOOSE COURTS LOCATED IN WILMINGTON, DELAWARE TO HEAR ALL PROCEEDINGS IN ACCORDANCE WITH THIS *SECTION 6.06* IS REASONABLE AND WILL NOT PLACE SUCH PARTY AT A DISADVANTAGE OR OTHERWISE DENY IT ITS DAY IN COURT; (iii) IT IS A KNOWLEDGEABLE, INFORMED, SOPHISTICATED PERSON CAPABLE OF UNDERSTANDING AND EVALUATING THE PROVISIONS SET FORTH IN THIS AGREEMENT, INCLUDING THIS *SECTION 6.06*; AND (iv) IT HAS BEEN REPRESENTED BY SUCH COUNSEL AND OTHER ADVISORS OF ITS CHOOSING AS SUCH PARTY HAS DEEMED APPROPRIATE IN CONNECTION WITH THE DECISION TO ENTER INTO THIS AGREEMENT, INCLUDING THIS *SECTION 6.06*. NEWCO AND THE COVERED INVESTORS HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER DOCUMENTS ENTERED INTO IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN), OF NEWCO OR THE COVERED INVESTORS.

6.07 *Integration; Amendment; Waivers.* This Agreement, together with the other Transaction Documents (as defined in the Acquisition Agreement), constitute the entire agreement among the parties with respect to the subject matter of this Agreement and the other Transaction Documents and supersede all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, understandings, or agreements. Except for the addition of Covered Investors as parties to this Agreement as provided for herein, this Agreement may not be amended, modified, or supplemented, or any provision of this Agreement waived, except by the written agreement of the Company, Newco, and a Majority in Interest of the Holder Group Investors, it being agreed that any such amendment, modification or supplement shall be binding on all Covered Investors. The parties agree that no custom, practice, course of dealing, or similar conduct will be deemed to amend, modify, or supplement any term of this Agreement. The failure of any party to enforce any right or remedy under this Agreement, or to enforce any such right or remedy promptly, will not constitute a waiver thereof, nor give rise to any estoppel against such party, nor excuse any other party from its obligations under this Agreement. Any waiver of any such right or remedy by any party must be in writing and signed by the party against which such waiver is sought to be enforced. No waiver will be deemed a continuing waiver or a waiver of any right beyond the specific right waived in such waiver.

6.08 *Further Assurances.* Each party to this Agreement hereby covenants and agrees, without the necessity of any further consideration, to execute and deliver any and all such further documents and take any and all such other actions as may be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated hereby.

6.09 *Construction of Agreement*.

(a) *Interpretation.* For the purposes this Agreement:

(i) the word "include" and its derivatives means to include without limitation;

(ii) the word "or" is not exclusive;

(iii) inclusion of items in a list or specification of a particular instance of an item will not be deemed to exclude other items of similar import;

(iv) unless the context otherwise requires, references in this Agreement: (A) to Preambles, Preliminary Statements, Articles and Sections mean the Preambles, Preliminary Statements, Articles and Sections of this Agreement; (B) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (C) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder and in effect from time to time;

(v) this Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any provision or document to be drafted;

(vi) use of terms that imply gender will include all genders;

(vii) defined terms will have their meanings in the singular and the plural case;

(viii) the headings in this Agreement are for reference only and will not affect the interpretation of this Agreement; and

(ix) the word "will" will not be deemed a mere prediction of future events.

(b) *Severability.* The parties to this Agreement expressly agree that it is not the intention of any of them to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, section, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the parties to this Agreement, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

(c) *Time.* Time is of the essence with respect to this Agreement.

6.10 *Counterparts.* This Agreement may be executed in any number of counterparts, by means of facsimile or portable document format (pdf), which will individually and collectively constitute one agreement.

6.11 *Specific Performance.* The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms of this Agreement and that the Parties will be entitled to specific performance of the terms of this Agreement, in addition to any other remedy to which they are entitled at law or in equity without the need to demonstrate irreparable harm or to post any bond or surety.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

THE COMPANY:

ASHFORD, INC.

By: _____

Name: David A. Brooks
Title: *Chief Operating Officer*

Address: 14185 Dallas Parkway,
Suite 1100, Dallas, Texas 75254

with copies to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Group

and

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Attn: Neel Lemon

and

Robert G. Haiman
SVP Business Development
Chief Legal Officer
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

[Signature Page to Investor Rights Agreement]

NEWCO:

ASHFORD ADVISORS, INC.

By: _____

Name: David A. Brooks
Title: *Chief Operating Officer*

Address: 14185 Dallas Parkway,
Suite 1100
Dallas, Texas 75254

with copies to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Group

and

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Attn: Neel Lemon

and

Robert G. Haiman
SVP Business Development
Chief Legal Officer
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

[Signature Page to Investor Rights Agreement]

NEWCO SUB:

REMINGTON HOSPITALITY MANAGEMENT, INC.

By: _____

Name:
Title:

Address: 14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

with copies to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Group

and

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Attn: Neel Lemon

and

Robert G. Haiman
SVP Business Development
Chief Legal Officer
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

[Signature Page to Investor Rights Agreement]

THE REMINGTON HOLDERS:

Archie Bennett, Jr.

Address: 14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

Monty J. Bennett

Address: 14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

MJB INVESTMENTS, LP

By MJB Investments GP, LLC, its general partner

By: _____

Monty J. Bennett, Sole Member

Address: 14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

Mark A. Sharkey

Address: 14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

with copies to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Group

and

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Attn: Neel Lemon

and

Robert G. Haiman
SVP Business Development
Chief Legal Officer
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

TARGET:

REMINGTON HOLDINGS, L.P.

By Remington Holdings GP, LLC, its general partner

By: _____

Name: Archie Bennett, Jr.
Title: *Member*

By: _____

Name: Monty J. Bennett
Title: *Member*

Address: 14185 Dallas Parkway,
Suite 1150, Dallas, Texas 75254

with copies to:

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Attn: Head of Corporate Group

and

Baker Botts LLP
2001 Ross Avenue
Dallas, Texas 75201
Attn: Neel Lemon

and

Robert G. Haiman
SVP Business Development
Chief Legal Officer
14185 Dallas Parkway, Suite 1150
Dallas, Texas 75254

[Signature Page to Investor Rights Agreement]

Exhibit A

See attached.

ANNEX F

AGREEMENT OF LIMITED PARTNERSHIP
OF
REMINGTON HOLDINGS, L.P.

DATED AS OF , 2015

THE LIMITED PARTNERSHIP INTERESTS (THE "INTERESTS") OF REMINGTON HOLDINGS L.P. (THE "PARTNERSHIP") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY COUNTRY, STATE OR OTHER JURISDICTION IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND NEITHER THE INTERESTS NOR ANY PART THEREOF MAY BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT AND ANY OTHER APPLICABLE SECURITIES LAWS AND (II) THE TERMS AND CONDITIONS OF THIS PARTNERSHIP AGREEMENT, INCLUDING SECTION 7.3 HEREOF. THEREFORE, PURCHASERS OF SUCH INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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AGREEMENT OF LIMITED PARTNERSHIP
OF
REMINGTON HOLDINGS, L.P.

THIS AGREEMENT OF LIMITED PARTNERSHIP of REMINGTON HOLDINGS, L.P., a Delaware limited partnership (the "*Partnership*"), is made as of , 2015, by and among Remington GP Holdings, LLC, a Delaware limited liability company, as the general partner (the "*General Partner*") and those persons listed on *Schedule A* hereto (as supplemented or amended from time to time), as limited partners (the "*Limited Partners*"). Capitalized terms used herein without definition have the meanings specified in *Section 1.1*.

WHEREAS, the Partnership was formed pursuant to a Certificate of Limited Partnership, which was filed for recordation in the office of the Secretary of State of the State of Delaware on December 30, 2008 (the "*Certificate*");

WHEREAS, the General Partner and the Ashford Limited Partner acquired their respective Interests in the Partnership in connection with transactions described in and contemplated by the Transaction Documents; and

WHEREAS, the parties hereto desire to continue the Partnership on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

1.1 *Definitions.* Capitalized terms used in this Agreement shall have the meanings set forth below or as otherwise specified herein:

"*AA*" means Ashford Advisors, Inc., a Delaware corporation.

"*Acquisition Agreement*" has the meaning specified in the defined term Transaction Documents herein.

"*Adjusted Capital Account Deficit*" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant tax period, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts such Partner is obligated to restore or is deemed to be obligated to restore pursuant Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentences of Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"*Affiliate*" means, with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person.

"*Agreement*" means this Agreement of Limited Partnership of Remington Holdings, L.P., including the Schedules hereto, as the same may be amended or modified from time to time.

"*Apportioned Bennett Incentive Fees*" means the net amount, if any, of the aggregate Incentive Fees less the aggregate amount of the Incentive Liabilities (each as defined in the IRA), allocated to Archie Bennett, Jr. and Monty J. Bennett (or MJB Investments, LP, as applicable) pursuant to Section 5.11 of the IRA (including pursuant to the last sentence thereof).

"*Ashford Limited Partner*" means Remington Hospitality Management, Inc., a Delaware corporation.

"*Assignee*" has the meaning set forth in *Section 7.3(b)*.

"*Back Office Services*" has the meaning set forth in *Section 4.2*.

"*Bennett Limited Partners*" means Monty J. Bennett and Archie Bennett, Jr., and each Person that succeeds to the Interests of either of Monty J. Bennett and Archie Bennett, Jr. as a result of a Transfer to (a) an Immediate Family Member of either of Monty J. Bennett or Archie Bennett, Jr., or a trust established for the benefit of one or more such Immediate Family Members, in each case, without consideration and for *bona fide* estate, succession or tax planning purposes or (b) a Person that is majority beneficially owned and is controlled by either of Monty J. Bennett or Archie Bennett, Jr., in each of the foregoing cases where the transferee becomes a party to this Agreement as a Limited Partner.

"*Bennett Transferee Limited Partners*" means the Bennett Limited Partners, and each Person that is not a Bennett Limited Partner that succeeds to the Interests of a Bennett Limited Partner as a result of a Transfer.

"*Business Day*" means any day except a Saturday, Sunday or other day on which commercial banks in Dallas, Texas are authorized or required by law to close.

"*Capital Account*" has the meaning set forth in *Section 12.1(a)*.

"*Capital Contribution*" means, as to any Partner at any time, the aggregate amount of capital contributed to the Partnership by such Partner on or prior to such time.

"*Carrying Value*" means, with respect to any Partnership asset, the asset's adjusted basis for Federal income tax purposes, except that the initial Carrying Value of any asset contributed by a Partner to the Partnership shall be the fair market value of such asset at the time of such contribution (as reasonably determined in good faith by the General Partner) and the Carrying Values of all Partnership assets shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to: (a) the date of the acquisition of any additional Interest by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the date of the distribution of more than a de minimis amount of Partnership property (other than a pro rata distribution) to a Partner; (c) the grant of an interest in the Partnership (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Partnership by an existing or new Partner; or (d) the date of the termination of the Partnership within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); *provided* that adjustments pursuant to clauses (a), (b) and (c) above shall be made only if the General Partner reasonably determines in good faith that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners. For clarity, the Carrying Value of Partnership assets will not be adjusted pursuant to any of clauses (a) through (d) above by reason of the transactions contemplated by the Acquisition Agreement. The Carrying Value of any Partnership asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its fair market value, as reasonably determined in good faith by the General Partner. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits and Losses" rather than the amount of depreciation determined for U.S. Federal income tax purposes. The Carrying Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Carrying Values shall not be adjusted pursuant to this sentence to the extent the General Partner reasonably determines in good

faith that an adjustment pursuant to clauses (a) through (d) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this sentence.

"*Certificate*" has the meaning set forth in the preamble to this Agreement.

"*Code*" means the United States Internal Revenue Code of 1986, as amended from time to time.

"*Control*" (and the correlative terms "controlled by" and "controlling") means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of the business and affairs of the entity in question by reason of the ownership of beneficial interests, by voting rights, by contract or otherwise.

"*Correspondence*" has the meaning set forth in *Section 14.5*.

"*Covered Person*" means (a) the General Partner and its direct or indirect Affiliates, (b) each Limited Partner and its direct or indirect Affiliates, and (c) each of the current and former employees and officers of the Partnership and any of the Persons described in clauses (a) and (b).

"*Disposition Transaction*" means any Transfer of a Bennett Limited Partner's Interest that, following the consummation of such Transfer, results in the Bennett Limited Partners beneficially owning in the aggregate less than 5% in Interest.

"*Distributable Cash*" as of any month-end date of determination, means the excess, if any, of (a) the total amount of current assets of the Partnership less the total amount of current liabilities of the Partnership, *less* (b) the Reserved Working Capital Amount, calculated after taking into account the requirement to make any distribution pursuant to Section 4.3(b).

"*Established Securities Market*" means (i) a United States national securities exchange, (ii) a non-United States securities exchange (including but not limited to the London International Financial Futures and Options Exchange, the Marché à Terme Internationale de France, the London Stock Exchange, the Frankfurt Stock Exchange and the Tokyo Stock Exchange), (iii) a regional or local exchange or (iv) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise (including but not limited to NASDAQ).

"*Fiscal Year*" has the meaning set forth in *Section 2.9*.

"*Fiscal Quarter*" has the meaning set forth in *Section 11.2*.

"*GAAP*" means generally accepted accounting principles in the United States consistently applied.

"*General Partner*" means Remington GP Holdings, LLC, a Delaware limited liability company, in its capacity as general partner of the Partnership, and any successor general partner of the Partnership pursuant to the terms of this Agreement.

"*Governmental Authority*" means any nation or government, any state or other political subdivision thereof and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"*Immediate Family Member*" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, step-siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, of a referenced natural person.

"*Incentive Fee Capital*" has the meaning set forth in *Section 12.1(a)*.

"*Interest*" means the entire partnership interest owned by a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in this Agreement, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement.

"*IRA*" means that certain Investor Rights Agreement dated as of the date hereof, by and among Ashford, Inc., a Delaware corporation; AA; Remington Hospitality Management, Inc., a Delaware corporation; Archie Bennett, Jr., Monty J. Bennett, MJB Investments, LP, Remington GP Holdings, LLC, a Delaware limited liability company, and the Partnership.

"*LIBOR*" shall mean the rate per annum equal to the one-day London Interbank Offered Rate fixed by the British Bankers Association for United States dollar deposits in the London interbank marked at approximately 11:00 a.m., London, England time (or as soon thereafter as practicable) as determined by Ashford, Inc. from any broker, quoting service or commonly available source utilized by Ashford, Inc.

"*Limited Partners*" means the Persons admitted as limited partners of the Partnership, which limited partners shall be listed on *Schedule A* hereto, and shall include their successors and permitted assigns to the extent admitted to the Partnership as limited partners in accordance with the terms hereof, in their capacities as limited partners of the Partnership, and shall exclude any Person that ceases to be a Partner in accordance with the terms hereof. For purposes of the Partnership Act, the Limited Partners shall constitute a single class, series and group of limited partners.

"*Majority (or other specified percentage) in Interest*" of the Limited Partners (or Bennett Limited Partners or Bennett Transferee Limited Partners, as applicable) means, at any time, the Limited Partners (or Bennett Limited Partners or Bennett Transferee Limited Partners, as applicable) holding a majority (or other specified percentage) of the total limited partnership interests then entitled to vote in the Partnership as determined on the basis of the Percentage Interests of the Limited Partners (or Bennett Limited Partners or Bennett Transferee Limited Partners, as applicable).

"*Nonrecourse Deductions*" has the meaning set forth in Treasury Regulations Section 1.704-2(b).

"*Objection Notice*" has the meaning set forth in *Section 12.8(k)*.

"*Partner*" means the General Partner or any of the Limited Partners and "Partners" means the General Partner and all of the Limited Partners.

"*Partner Loan*" has the meaning set forth in *Section 3.1(a)*.

"*Partner Nonrecourse Debt Minimum Gain*" means an amount with respect to each partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulations Section 1.752-1(a)(2)) determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"*Partner Nonrecourse Deductions*" has the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

"*Partnership*" has the meaning set forth in the introductory paragraph.

"*Partnership Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. Code §17-101 *et seq*., as the same may be amended from time to time, and any successor to such statute.

"*Partnership Expenses*" has the meaning set forth in *Section 5.1*.

"*Partnership Minimum Gain*" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d).

"*Percentage Interest*" means, with respect to any Partner, the percentage set forth opposite such Partner's name on *Schedule A* hereto.

"*Permitted Indebtedness*" means all aggregate obligations of the Partnership (including all obligations in respect of principal, accrued interest and fees), solely to the extent relating to the

ordinary course acquisition of furniture, fixtures and equipment, (a) for the deferred purchase price of property (including any deferred purchase price liabilities, earn-outs, contingency payments, installment payments, seller notes or similar liabilities), and (b) under capital leases (in accordance with GAAP).

"*Person*" means an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental, quasi-governmental, judicial or regulatory entity or any department, agency or political subdivision thereof.

"*Prior Capital Account*" means, with respect to Monty J. Bennett (or MJB Investments, LP) or Archie Bennett, Jr., the Capital Account of Monty J. Bennett (or MJB Investments, LP) or Archie Bennett, Jr., as applicable, immediately prior to the Transfer of a portion of their Interests pursuant to the Acquisition Agreement (but taking into account Capital Account allocations of Profits, income or gain (or similar amounts) for the period ending on the date of such Transfer, based on the ownership interests in effect immediately prior to such Transfer).

"*Profits*" and "*Losses*" means, for each Fiscal Year or other period, the taxable income or loss of the Partnership, or particular items thereof, determined in accordance with the accounting method used by the Partnership for Federal income tax purposes and Section 703(a) of the Code with the following adjustments: (a) all items of income, gain, loss or deduction allocated pursuant to *Section 12.3* shall not be taken into account in computing such taxable income or loss; (b) any income of the Partnership that is exempt from Federal income taxation and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss; (c) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (d) upon an adjustment to the Carrying Value (other than an adjustment in respect of depreciation) of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (e) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes at the beginning of an applicable period the amount of depreciation, amortization or cost recovery deductions with respect to such asset for purposes of determining Profits and Losses, if any, shall be an amount which bears the same ratio to such Carrying Value as the Federal income tax depreciation, amortization or other cost recovery deductions bears to such adjusted tax basis (*provided* that if the Federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits and Losses); and (f) except for items in (a) above, any expenditures of the Partnership described in Code section 705(a)(2)(B) or treated as Code section 705(a)(2)(B) expenditures pursuant to Treasury Regulations section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits and Losses, shall be treated as current expenses.

"*Regulatory Allocations*" has the meaning set forth in *Section 12.3(g)*.

"*Reserved Working Capital Amount*" has the meaning set forth in *Section 3.2(a)* hereof.

"*Secondary Market*" means a market for interests in the Partnership (whether maintained by the Partnership or any other Person) in which (i) Interests in the Partnership are regularly quoted by any Person, such as a broker or dealer, making a market in the Interests, (ii) any Person regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to Interests in the Partnership and stands ready to effect buy or sell transactions at the quoted prices for itself or on behalf of others, (iii) the holder of an Interest in the Partnership has a readily available, regular and ongoing opportunity to sell or exchange the interest through a public means of obtaining or providing information of offers to buy, sell, or exchange Interests in the Partnership, or (iv) prospective buyers and sellers otherwise have the opportunity to buy, sell, or exchange Interests in the Partnership in a

time frame and with the regularity and continuity that is comparable to that described in any of the preceding clauses (i), (ii) and (iii).

"*Securities Act*" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"*Subsidiary*" shall mean, with respect to any Person, (i) any corporation more than fifty percent (50%) of the stock of any class or classes of which having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is owned by such Person directly or indirectly through one or more subsidiaries of such Person and (ii) any Company, association, joint venture, limited liability company or other entity in which such Person directly or indirectly through one or more subsidiaries of such Person has more than a fifty percent (50%) equity interest.

"*Tax Advance*" has the meaning set forth in *Section 4.5(a)*.

"*Tax Matters Partner*" has the meaning set forth in *Section 12.8(a)*.

"*Transaction Documents*" means this Agreement, the Acquisition Agreement, dated as of September 17, 2015, among the Partnership, the Limited Partners and certain other Persons (the "*Acquisition Agreement*"), the Newco Certificate of Incorporation, the Newco Preferred Stock Certificate of Designation, the GP Holdings I Certificate of Formation, the Newco Sub Certificate of Incorporation, the GP Holdings Certificate of Formation, the Company Contribution Agreement, the Newco Contribution Agreement, the Newco Sub Contribution Agreement, the Investor Rights Agreement, the Management Agreement, and the Registration Rights Agreement (as such terms are defined in the Acquisition Agreement).

"*Transactions*" has the meaning specified in the Acquisition Agreement.

"*Transfer*" means a direct or indirect transfer in any form, including a sale, assignment, conveyance, pledge, mortgage, encumbrance, securitization, hypothecation or other disposition, any purported severance or alienation of any beneficial interest (including the creation of any derivative or synthetic interest), or the act of so doing, as the context requires.

"*Treasury Regulations*" means the United States Treasury regulations promulgated under the Code.

1.2 *Rules of Interpretation*.

(a) The headings and captions herein are inserted for convenience of reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof.

(b) Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereunder," "hereof" and words of similar import shall be deemed to refer to this Agreement as a whole, unless the context clearly indicates otherwise. The word "or" shall not be exclusive.

(c) Reference to any Person includes such Person's successors and assigns if and to the extent such successors and assigns are permitted by the terms of this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

(d) Any event the scheduled occurrence of which would fall on a day that is not a Business Day shall be deferred until the immediately succeeding day that is a Business Day.

(e) To the fullest extent permitted by applicable law, whenever in this Agreement a Person is permitted or required to make a decision or determination (including deeming something necessary, desirable, appropriate or advisable) (i) in its "sole discretion," "sole and absolute discretion" or "discretion" or under a grant of similar authority or latitude, the Person shall be entitled to consider any interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factor affecting the Partnership or any other Person, or (ii) in its "good faith" or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise; *provided*, that nothing herein shall modify or replace the duty of the General Partner to act in accordance with the implied covenant of good faith and fair dealing.

(f) It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of construction requiring an agreement to be strictly construed against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

ARTICLE II

GENERAL PROVISIONS

2.1 *Continuation.* The Partners hereby agree to continue the Partnership pursuant to the terms of this Agreement as set forth herein.

2.2 *Name.* The name of the Partnership is "Remington Holdings, L.P." The business of the Partnership may be conducted, upon compliance with all applicable laws, under any other name designated by the General Partner from time to time; *provided* that such name (a) contains the words "Limited Partnership" or the abbreviation "LP" or "L.P.", and (b) shall not contain the name of any Limited Partner or its Affiliates without the consent of such Limited Partner. The General Partner shall give the Limited Partners reasonable notice of such other name promptly following commencement of the conduct of Partnership business under such name. The Partnership's name and goodwill shall, as among the Partners, be deemed to have no value and shall belong to the Partnership, and no Partner shall have any right or claim individually to the use thereof.

2.3 *Purposes.* Subject to the terms and conditions of this Agreement, the purposes of the Partnership are to conduct, directly or indirectly through Subsidiaries, a hotel and hospitality management and development business, including the development and/or operation of hotels and the performance of asset management services, and to carry on any other activity which may be lawfully carried on by a partnership formed under the Partnership Act, and to take any and all actions necessary, appropriate, desirable, incidental or convenient to or for the furtherance or accomplishment of the above purposes.

2.4 *Principal Office.* The Partnership shall maintain its principal office at, and its affairs shall be conducted from, 14185 Dallas Parkway, Dallas, Texas 75254, or such other or additional place or places as the General Partner may decide.

2.5 *Registered Office and Registered Agent.* The address of the Partnership's registered office in the State of Delaware is c/o Corporation Services Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name and address of the Partnership's registered agent for service of process at such address in the State of Delaware is Corporation Services Company. The General Partner may designate another registered agent and/or registered office located in the State of

Delaware at any time, and may maintain such other office or offices at such location or locations within or without the State of Delaware as the General Partner may from time to time select.

2.6 *Term*. The Partnership commenced upon the filing of the Certificate in the office of the Secretary of State of the State of Delaware and shall continue until dissolved and terminated pursuant to *Section 9.1*.

2.7 *Partners.* The names, addresses, initial Capital Accounts and Percentage Interests of each Partner shall be set forth on *Schedule A* hereto. In the event of a Transfer or other change in the ownership of Interests in accordance with this Agreement, *Schedule A* shall be adjusted accordingly. Other than as expressly provided herein, the Partnership shall not issue any additional Interests without the prior written consent of a Majority in Interest of the Bennett Limited Partners; *provided*, that such consent shall be required only if a Disposition Transaction has not occurred.

2.8 *Organizational Certificates and Other Filings.* If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited partnership under the laws of the State of Delaware, (b) if the General Partner deems it advisable, the operation of the Partnership as a limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate, and (c) all other filings required to be made by the Partnership.

2.9 *Fiscal Year.* The fiscal year ("*Fiscal Year*") of the Partnership shall be the calendar year or, in the case of the first and last Fiscal Years of the Partnership, the fraction thereof commencing on the Initial Closing Date or ending on the date on which the winding up of the Partnership is completed, as the case may be. The General Partner shall have the authority to change the ending date of the Fiscal Year if the General Partner shall determine in good faith that such change is necessary or appropriate, *provided*, that the General Partner shall promptly give notice of any such change to the Limited Partners.

ARTICLE III

CAPITAL OF THE PARTNERSHIP

3.1 *Capital Contributions*.

(a) On or after the date hereof, the General Partner may not call for additional Capital Contributions and no Partner shall make nor be entitled to make any Capital Contributions to the Partnership. If and to the extent that the independent directors of the Board of Directors of Ashford, Inc. determine, in good faith and after due inquiry, that the Partnership requires additional working capital in order to meet the Reserved Working Capital Amount, the Partners may lend the necessary funds to the Partnership on a pro rata basis in proportion to their respective Percentage Interests at LIBOR plus 100 bps (a "*Partner Loan*"). The Partnership shall repay all Partner Loans made pursuant to this *Section 3.1* prior to the Partners receiving any distributions under *Article IV* or *Section 9.2* hereof. If any such loan is required, the Partnership shall provide written notice to the Limited Partners at least five (5) Business Days prior to the due date thereof. All Partner Loans shall be made in U.S. dollars.

(b) No Partner shall be paid interest on such Partner's Capital Account; *provided*, that this *Section 3.1(b)* in no way limits the manner in which distributions shall be made pursuant to *Article IV* hereunder.

3.2 *Working Capital Reserves*.

(a) The Partnership shall at all times maintain an amount of reserved net working capital equal to $4,000,000 (the "*Reserved Working Capital Amount*"); *provided*, that the Reserved Working Capital Amount may be adjusted from time to time by the General Partner with the consent of, as applicable, (i) a Majority in Interest of the Bennett Limited Partners; provided that a Disposition Transaction has not occurred and (ii) a Majority in Interest of the Bennett Transferee Limited Partners, in each case, which consent shall not be unreasonably withheld, delayed or conditioned. The Bennett Limited Partners (and the Bennett Transferee Limited Partners, as applicable) each agree to negotiate in good faith appropriate changes to the Reserved Working Capital Amount as and when necessary to reflect changes in the Partnership's revenue and expenses over time.

(b) To the extent the Partnership requires additional funds to maintain the Reserved Working Capital Amount, the General Partner may issue a call for Partner Loans from the Limited Partners, on a pro rata basis, in accordance with *Section 3.1* hereof, but in no event shall the Limited Partners be required to make such Partner Loans.

ARTICLE IV

DISTRIBUTIONS AND BACK OFFICE SERVICES

4.1 *Distribution Policy*.

(a) *In General.* Subject to *Section 7.7*, distributions of Partnership assets that are provided for in this *Article IV* or in *Article IX* shall be made only to Persons shown on the books and records of the Partnership as record holder of Interests in the Partnership on the date determined by the General Partner as of which the Partners are entitled to any such distributions. Any distribution by the Partnership pursuant to this *Article IV* or in *Articles IX* to the Person shown on the books and records of the Partnership as a Partner or to such Person's legal representatives, or to the Assignee of such Person's right to receive such distributions as provided herein, shall acquit the Partnership and the General Partner of all liability to any other Person that may be interested in such distribution by reason of any Transfer of such Person's interest in the Partnership for any reason (including a Transfer of such interest by reason of the death, incompetence, bankruptcy or liquidation of such Person).

(b) *Timing of Distributions.* Within twenty days following the end of each calendar month, the General Partner shall distribute an amount equal to the Distributable Cash as of the end of the prior month.

4.2 *Back Office Services.* In consideration for agreeing to enter into the Transactions contemplated by the Acquisition Agreement, for ten years from the date of this Agreement, the Partnership shall provide to Monty J. Bennett, Archie Bennett, Jr. and/or their respective heirs or estates, the administrative services, legal services, accounting services, financial advisory services and tax preparation and advisory services that have been historically provided to Monty J. Bennett and/or Archie Bennett, Jr. (the "*Back Office Services*"), and such services shall not be subject to liquidation or exchange for another benefit. During such ten-year period, the extent to which Monty J. Bennett, Archie Bennett, Jr. and/or their respective heirs or estates receives such services in a taxable year of Monty J. Bennett, Archie Bennett, Jr. and/or their respective heirs or estates, respectively, shall not affect the extent to which such services may be provided in any other taxable year of Monty J. Bennett, Archie Bennett, Jr. and/or their respective heirs or estates, respectively.

4.3 *Distributions*.

(a) Subject to *Sections 3.1(a)*, *4.5* and *4.6*, Distributable Cash shall be distributed monthly to the Partners pro rata in proportion to their respective Percentage Interests; and

(b) In accordance with Section 5.11 of the IRA, Apportioned Bennett Incentive Fees shall be distributed 50% to Monty J. Bennett (or MJB Investments, LP, as applicable) and 50% to Archie Bennett, Jr.

4.4 *Distributions in Kind.* Except to the extent otherwise provided in this Agreement, no in-kind distribution will be made to the Partners prior to the winding-up and liquidation of the Partnership. For purposes of maintaining the Capital Accounts, any assets to be distributed in kind to the Partners shall be deemed to have been sold for its fair market value, as determined by the General Partner in its reasonable discretion, on the date of distribution and the proceeds of such sale shall be deemed to have been distributed to the Partners for purposes of this Agreement.

4.5 *Tax Advances*.

(a) *In General.* To the extent the General Partner reasonably determines that the Partnership or any Subsidiary of the Partnership that is a pass-through entity or fiscally transparent entity for tax purposes is required by law to withhold taxes or to make tax payments on behalf of or with respect to any Partner ("*Tax Advances*"), the General Partner may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner shall be repaid by reducing the amount of the current distribution otherwise payable to such Partner; *provided*, that to the extent taxes withheld pursuant to this *Section 4.5(a)* with respect to a Limited Partner exceed the amount currently distributable to such Limited Partner, such excess shall be treated as a loan payable by the Partner to the Partnership with interest at an annual rate of LIBOR plus 100 bps, compounded annually. The General Partner may withhold from one (1) or more distributions to a Partner amounts sufficient to satisfy such Partner's obligations under any such loan (including by reducing the proceeds of liquidation otherwise payable to such Partner). Whenever the General Partner reduces the amount of distributions to a Partner on account of a Tax Advance (or loan) pursuant to this *Section 4.5(a)*, for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such Tax Advance (or loan).

(b) *Withholding Rate.* Any withholdings referred to in this *Section 4.5* shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of Limited Partner's counsel, or other evidence,reasonably satisfactory to the General Partner to the effect that a lower rate is applicable or that no withholding is applicable. To the extent commercially reasonable, the Partnership shall give prompt notice to each Partner of any potential withholding or other taxes payable by the Partnership with respect to such Partner or as a result of such Partner's participation in the Partnership and shall reasonably cooperate with each Partner desiring to take reasonable steps to mitigate any such tax liability.

(c) *Limited Partner Recourse.* Neither the Partnership nor the General Partner shall be liable for any excess taxes withheld in respect of any Limited Partner's Interest, and, in the event of overwithholding, a Limited Partner's sole recourse shall be to apply for a refund from the appropriate Governmental Authority, except to the extent the Partnership or General Partner actually receives a refund of such overwithholding.

(d) *Indemnification.* If the Partnership or any Covered Person becomes liable as a result of a failure to withhold and remit taxes in respect of any Partner, then, in addition to, and without limiting, any indemnities for which such Partner may be liable under *Article XIII* hereof, such Partner shall, to the fullest extent permitted by law, indemnify and hold harmless such Person in respect of all such taxes, including interest and penalties, and any expenses incurred in any examination, determination, resolution and payment of such liability.

(e) *Survival.* The provisions contained in this *Section 4.5* shall survive the termination of the Partnership, the termination of this Agreement and the Transfer of any Interest.

4.6 *Restricted Distributions.* Notwithstanding any provision to the contrary contained in this Agreement, the Partnership and the General Partner on behalf of the Partnership shall not make a distribution to any Partner on account of its Interest in the Partnership if such distribution would violate the Partnership Act.

ARTICLE V

EXPENSES

5.1 *Partnership Expenses.* The Partnership shall bear and be charged with all costs, expenses, liabilities and obligations relating to the Partnership's activities and business ("*Partnership Expenses*") and shall promptly reimburse the General Partner or its Affiliates to the extent any such costs, expenses, liabilities and obligations are paid by such Persons, including the following:

(a) compensation of employees and officers, all employee benefits, rent, equipment charges and all other overhead, administrative and office expenses;

(b) fees and expenses for tax advisors (including with respect to tax return preparation and reports), appraisers, attorneys, consultants, auditors and accountants (including with respect to bookkeeping and financial reports);

(c) insurance (including directors and officers and errors and omissions liability insurance);

(d) all costs and expenses of any litigation or threatened litigation (including the expenses of investigating, defending or handling any pending or threatened litigation or claim arising out of the Partnership's activities, investments or business), and any indemnification costs and expenses, judgments and settlements;

(e) out-of-pocket expenses incurred in connection with holding meetings or conferences with Partners of the Partnership;

(f) interest on and fees, costs and expenses arising out of or related to any borrowings made by the Partnership or guarantees or other forms of credit support provided by the Partnership, including the arranging thereof;

(g) any taxes, fees and other governmental charges levied against the Partnership, and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Partnership;

(h) expenses incurred in connection with organizing and maintaining Partnership Subsidiaries;

(i) expenses incurred in connection with the preparation of amendments, consents, approvals or waivers to this Agreement or any of the provisions hereof or with respect to the interpretation of this Agreement;

(j) expenses incurred in connection with the dissolution and liquidation of the Partnership; and

(k) all other expenses relating to the business, affairs and activities of the Partnership, including any extraordinary expenses.

ARTICLE VI

OPERATION AND MANAGEMENT OF THE PARTNERSHIP

6.1 *Management Authority*.

(a) Subject to the limitations expressly provided for in this Agreement, the management, control and operation of the Partnership, and the determination of policy with respect to the

Partnership and its business and other activities, shall be vested exclusively in the General Partner (acting directly or through its duly appointed agents), and the General Partner shall have full control over the business and affairs of the Partnership. The General Partner shall have the power on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that the General Partner, in its sole discretion, deems necessary or advisable or incidental thereto, including the power to acquire and dispose of any security.

(b) Without limiting the foregoing general powers and duties, the General Partner is hereby authorized and empowered on behalf and in the name of the Partnership, or on its own behalf and in its own name, or through or with representatives, agents or independent contractors, as the General Partner may deem appropriate, subject to the limitations expressly contained elsewhere in this Agreement and in the IRA, to:

(i) direct the formulation of business policies and strategies for the Partnership and make all decisions concerning the operation of the Partnership's business;

(ii) acquire, hold, sell, Transfer, exchange, pledge and dispose of and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership;

(iii) open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(iv) incur Permitted Indebtedness and pledge, mortgage or encumber assets in connection therewith;

(v) sue and be sued, prosecute, settle or compromise all claims against third parties, compromise, settle or accept judgment with respect to claims against the Partnership and execute all documents and make all representations, admissions and waivers in connection therewith;

(vi) except as provided in the IRA, purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(vii) lend money for any proper purpose, to invest and reinvest its funds and to take and hold real and personal property for the payment of funds so loaned or invested;

(viii) appoint and terminate employees and officers of the Partnership and define their duties and fix their compensation;

(ix) incur all expenditures relating to the Partnership, and, to the extent that funds of the Partnership are available, pay all expenses, debts and obligations of the Partnership;

(x) enter into one or more joint ventures with such terms and conditions as the General Partner shall determine in its sole discretion;

(xi) maintain the Reserved Working Capital Amount;

(xii) enter into agreements with any Covered Person providing for the indemnification by the Partnership of such Covered Person to the extent set forth in *Article XIII*;

(xiii) hire and pay fees and expenses of custodians, advisors, consultants, brokers, attorneys, accountants, appraisers and any and all other third-party agents and assistants, both professional and nonprofessional, including Affiliates of the General Partner and/or such Persons who render similar services to the General Partner or its Affiliates, as the General Partner may deem necessary or advisable, to compensate them in such reasonable degree and manner as the General Partner may deem necessary or advisable, and authorize any such Person or agent to act for and on behalf of the Partnership;

(xiv) enter into, execute, maintain and/or terminate contracts, undertakings, leases, agreements and any and all other documents and instruments in the name of the Partnership, and do or perform all such things as may be necessary or advisable in furtherance of the Partnership's powers, objects or purposes or to the conduct of the Partnership's activities;

(xv) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Partnership; and

(xvi) do any other act that the General Partner deems necessary or advisable in connection with the management and administration of the Partnership in accordance with this Agreement.

(c) All matters concerning (i) the allocation and distribution of Profits, Losses and Distributable Cash among the Partners, including the taxes thereon, and (ii) accounting procedures and determinations, financial decisions, calculations, tax determinations and elections and other determinations, except as otherwise provided for by the terms of this Agreement, shall be determined by the General Partner in its reasonable good faith discretion taking into account any interests and factors as it deems appropriate.

(d) Third parties dealing with the Partnership can rely conclusively upon the General Partner's certification that it is acting on behalf of the Partnership and that its acts are authorized. The General Partner's execution of any agreement on behalf of the Partnership is sufficient to bind the Partnership for all purposes. Further, it is understood and agreed that any officer of the General Partner or any officers of a general partner or managing member of the General Partner may act for and in the name of the General Partner under this Agreement. In dealing with any such officer acting for or on behalf of the Partnership, no Person shall be required to inquire into, and Persons dealing with the Partnership are entitled to rely conclusively on, the right, power and authority of the General Partner to bind the Partnership.

6.2 *Limits on General Partner's Powers.* Anything in this Agreement to the contrary notwithstanding, the General Partner shall not, without the prior consent of, as applicable, (i) a Majority in Interest of the Bennett Limited Partners; provided that a Disposition Transaction has not occurred and (ii) a Majority in Interest of the Bennett Transferee Limited Partners, cause or permit the Partnership to:

(a) modify, alter or amend in any material respect the property management operations, taken as a whole, as conducted by the Partnership as of the date hereof, including the ordinary course business practices regarding allocations of costs and expenses set forth on *Exhibit A* attached hereto;

(b) commence a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; take any action to appoint, or take any action to make an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11

of the United States Code or the corresponding provisions of any successor laws), trustee or receiver for, or creditors of, it or all or substantially all of its assets;

(c) incur indebtedness for borrowed money other than Permitted Indebtedness;

(d) modify, alter or amend the Partnership's significant accounting policies if such modification, alteration or amendment would result in a material adverse effect upon the interests of the Limited Partners, except as required to comply with GAAP, the accounting practices of applicable self-regulatory or governmental regulatory authorities, including the Securities and Exchange Commission, or the independent accountants of the Partnership; or

(e) issue any additional general partnership or limited partnership interests except in accordance with the terms of this Agreement.

6.3 *Private Letter Ruling.* The General Partner shall cause the Partnership to operate its business in a manner that complies with any private letter ruling that may be issued by the Internal Revenue Service to the Partnership and its Affiliates regarding treatment of the Partnership as an "eligible independent contractor," within the meaning of section 856 of the Code, with respect to certain of the properties which are managed by the Partnership.

6.4 *Transfer of the General Partner's Interest.*

(a) Except as permitted pursuant to *Section 6.4(b)* below, without the consent of, as applicable, (i) a Majority in Interest of the Bennett Limited Partners; provided that a Disposition Transaction has not occurred and (ii) a Majority in Interest of the Bennett Transferee Limited Partners, the General Partner shall not have the right to sell, assign or otherwise transfer its Interest as the general partner of the Partnership, and, except as provided herein, the General Partner shall not have the right to withdraw from the Partnership.

(b) Notwithstanding *Section 6.4(a)* but subject to the terms of the IRA, without the consent of the Limited Partners, the General Partner may, at the General Partner's expense, be reconstituted as or converted into a another form of entity (any such reconstituted or converted entity being deemed to be the General Partner for all purposes hereof) by merger, consolidation or otherwise, or transfer its Interest as the general partner of the Partnership to any of its Affiliates, so long as (i) AA continues to control such corporation, other entity or Affiliate,either directly or indirectly, (ii) the General Partner gives 10 days prior written notice to the Limited Partners of such reconstitution, conversion or transfer, (iii) such reconstitution, conversion or transfer does not, in the reasonable judgment of the Bennett Limited Partners' tax advisors, have material adverse tax or legal consequences for the Limited Partners, and (iv) such corporation, other entity or Affiliate shall have assumed in writing the obligations of the General Partner under this Agreement. In the event of an assignment or other transfer of all of its Interest as a general partner of the Partnership in accordance with this *Section 6.4(b)*, the General Partner's assignee shall be substituted in its place as general partner of the Partnership and immediately thereafter the General Partner shall withdraw as a general partner of the Partnership. Nothing in this Agreement shall preclude changes in the composition of the members or partners of the General Partner (and no such changes shall cause a dissolution of the Partnership) so long as AA or Ashford Hospitality Advisors LLC continues to control the General Partner, directly or indirectly.

6.5 *Interest of the General Partner or its Affiliates as a Limited Partner.* The General Partner shall also be a Limited Partner to the extent that it purchases or becomes a transferee of all or any part of the Interest of a Limited Partner and to such extent shall be treated as a Limited Partner in all respects.

6.6 *Other Activities*.

(a) *Transactions with Affiliates at Arms-Length.* Notwithstanding that it may constitute a conflict of interest, the General Partner and its Affiliates may engage in any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service or the establishment of any salary, other compensation or other terms of employment) with the Partnership. Apart from contracts and transactions, the terms of which are contemplated or approved by this Agreement, the General Partner shall not engage in any transaction with the Partnership unless the terms of the transaction are on terms which are no less favorable to the Partnership than would be obtained in a transaction with an unaffiliated party.

(b) *No Other Restrictions.* Except as expressly provided herein or in the Transaction Documents, this Agreement shall not be construed in any manner to preclude the General Partner or any of its Affiliates from engaging in any activity whatsoever permitted by applicable law, and each of the General Partner and its Affiliates may engage in, invest in, participate in or otherwise enter into other business ventures of any kind, nature and description, individually and with others, and neither the Partnership nor any Partner shall have any right in or to any such activities or the income or profits derived therefrom.

ARTICLE VII

LIMITED PARTNERS

7.1 *No Participation in Management; Determinations.* Except to the extent explicitly provided in this Agreement, the Limited Partners (in their capacity as such) shall not participate in the control, management, direction or operation of the affairs of the Partnership and shall have no power to bind the Partnership or to take part or in any way interfere in the conduct of the management of the Partnership or to vote on matters relating to the Partnership other than as provided in the Partnership Act or as set forth in this Agreement. The exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the business or other activities of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Partnership Act or otherwise.

7.2 *Limited Liability.* The Limited Partners shall not be personally liable for any obligations of the Partnership and shall have no obligation to make contributions to the Partnership, *except to the extent* expressly required by this Agreement (including as provided in *Sections 3.1* and *4.5*) or by the Partnership Act or other applicable law; *provided* that a Limited Partner shall be required to return any distribution made to it in error.

7.3 *Transfer of Limited Partnership Interests*.

(a) A Limited Partner may not Transfer all or any portion of its Interest in the Partnership (including any transfer or assignment of all or a part of its Interest to a Person who becomes an Assignee of a beneficial interest in Partnership profits, losses and distributions even though not becoming a substitute Limited Partner) except to the extent permitted pursuant to Article IV of the IRA; *provided*, that no such Transfer shall be made unless, in the judgment of the General Partner:

(i) such Transfer would not violate the laws, rules or regulations of any state or any Governmental Authority applicable to such Transfer;

(ii) such Transfer does not cause the General Partner or the Partnership to be subjected to any unreimbursed tax obligation;

(iii) such Transfer would not cause the Partnership to be treated as a "publicly traded partnership" within the meaning of Code Section 7704 and the Treasury Regulations thereunder or otherwise lose its status as a partnership for United States federal income tax purposes; and

(iv) the proposed transferee has provided evidence of its identity sufficient to satisfy applicable anti-money laundering regulations.

Notwithstanding anything in this *Section 7.3(a)* to the contrary, any transferor shall remain liable for all liabilities and obligations to the Partnership relating to the transferred beneficial interest (unless the Assignee becomes a substitute Limited Partner as provided in *Section 7.3(b)* or the General Partner otherwise consents in its sole discretion) and such Assignee shall become an assignee of only a beneficial interest in Partnership profits, losses and distributions and shall not become a substitute Limited Partner except with the consent of the General Partner as provided in *Section 7.3(b)*. The General Partner shall be given at least 30 days' prior written notice of any proposed Transfer. No consent of any other Limited Partner shall be required as a condition precedent to any Transfer. The voting rights of any Limited Partner's Interest shall automatically terminate upon any Transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other Transfer if the transferor no longer retains control over such voting rights and the General Partner in its sole discretion has not consented in writing to such transferee becoming a substitute Limited Partner. As a condition to any Transfer of a Limited Partner's interest, the transferor and the Assignee shall provide such legal opinions, documentation and information (including information necessary to comply with Code Section 743(e), if applicable) as the General Partner shall reasonably request. Notwithstanding anything to the contrary, no Limited Partner may enter into, create, sell or Transfer any financial instrument or contract the value of which is determined in whole or in part by reference to the Partnership (including the amount of Partnership distributions, the value of Partnership assets, or the results of Partnership operations), within the meaning of Treasury Regulations Section 1.7704-1(a)(2)(i)(B) to the extent doing so would cause the Partnership to be treated as a publicly traded partnership within the meaning of Code Section 7704 and the Treasury Regulations promulgated thereunder.

(b) Notwithstanding anything to the contrary contained in this *Section 7.3*, a transferee or assignee of a Limited Partner Interest pursuant to *Section 7.3(a)* (an "*Assignee*") shall not become a substitute Limited Partner except as permitted pursuant to Article IV of the IRA and without executing a copy of this Agreement or an amendment hereto and such other instruments, in form and substance satisfactory to the General Partner in its reasonable discretion, as the General Partner reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of such substitute Limited Partner to be bound by all the terms and provisions of this Agreement with respect to the Interest in the Partnership acquired by such substitute Limited Partner. Any substitute Limited Partner admitted to the Partnership with the consent of the General Partner shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner with respect to the Interest to which such Limited Partner was substituted.

(c) The transferor and Assignee of any Limited Partner's Interest shall be jointly and severally obligated to reimburse the General Partner and the Partnership for all reasonable expenses (including taxes, attorneys' fees and expenses) of any Transfer or proposed Transfer of a Limited Partner's Interest, whether or not consummated.

(d) The Assignee of any Limited Partner Interest shall be treated as having made all of the Capital Contributions made by, and received all of the allocations and distributions received by, the transferor of such Interest in respect of such Interest.

(e) In the event of the Transfer of a Partner's Interest at any time other than the end of a Fiscal Year, distributions pursuant to Article IV hereunder and allocations pursuant to Article XII hereunder shall be divided between the transferor and the Assignee in any reasonable manner as determined by the General Partner.

(f) Upon the death, incompetence, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of that Limited Partner under this Agreement shall accrue to that Limited Partner's successor(s), estate or legal representative, and each such Person shall be treated as an Assignee of that Limited Partner's interest for purposes of this *Section 7.3* until admitted as a substituted Limited Partner pursuant to *Section 7.3(b)*.

(g) Any Transfer which violates this *Section 7.3* shall be void and the purported buyer, assignee, transferee, pledgee, mortgagee, or other recipient shall have no interest in or rights to Partnership assets, profits, losses or distributions and neither the General Partner nor the Partnership shall be required to recognize any such interest or rights.

7.4 *No Withdrawal or Loans.* Except as expressly provided in this Agreement, no Limited Partner may withdraw as a Partner of the Partnership, nor shall any Limited Partner be required to withdraw from the Partnership, nor may a Limited Partner borrow or withdraw any portion of its Capital Account from the Partnership, and no Partner shall have any right to receive property other than cash in return for such Partner's Capital Contributions.

7.5 *No Termination.* Neither the substitution, death, incompetency, dissolution (whether voluntary or involuntary) nor bankruptcy of a Limited Partner shall affect the existence of the Partnership, and the Partnership shall continue for the term set forth in this Agreement until its existence is terminated as provided herein.

7.6 *Confidentiality*.

(a) Notwithstanding anything to the contrary herein, the General Partner shall have the right to keep confidential from Limited Partners for such period of time as the General Partner determines is necessary, desirable or appropriate (i) any information that the General Partner believes to be in the nature of trade secrets and (ii) any other information (A) the disclosure of which the General Partner believes is not in the best interests of the Partnership as a whole or could damage the Partnership or its business or (B) that the Partnership, the General Partner or any of their respective Affiliates, or the officers, employees or directors of any of the foregoing, is required by applicable law or by agreement with a third Person to keep confidential.

(b) All communications between the General Partner or the Partnership, on the one hand, and any Limited Partner, on the other, shall be presumed to include confidential, proprietary, trade secret and other sensitive information and, unless otherwise agreed to in writing by the General Partner, each Limited Partner will maintain the confidentiality of information which is non-public information furnished by the General Partner or the Partnership regarding the General Partner or the Partnership received by such Limited Partner in accordance with such procedures as it applies generally to information of this kind (including procedures relating to information sharing with Affiliates), except (i) as otherwise required by governmental regulatory agencies, self-regulating bodies, law, legal process, or litigation in which such Limited Partner is a defendant, plaintiff or other named party (*provided* that in each case the General Partner is, to the extent practicable, given prior notice of any such required disclosure and in each case only to the extent of such requirement and only to the extent that such requirement cannot be avoided or eliminated via commercially reasonable efforts on the part of such Limited Partner), (ii) to directors, employees, representatives, fiduciaries, agents, trustees and advisors of such Limited Partner and its Affiliates who need to know the information and who are informed of the confidential nature of the information, *provided* that such Limited Partner shall be liable to the Partnership and the

General Partner for any failure by such directors, employees, representatives, agents, attorneys or advisors to comply with the terms of this *Section 7.6*, and (iii) to the extent reasonably necessary to comply with a tax return or other tax filing or to support a Partner's position in connection with a tax audit, tax examination, tax litigation or other tax administrative procedure or contest.

(c) Notwithstanding anything in this Agreement to the contrary, to comply with Treasury Regulation Section 1.6011-4(b)(3)(i), each Limited Partner (and any employee, representative or other agent of such Limited Partner) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the Partnership or any transactions undertaken by the Partnership, it being understood and agreed, for this purpose, (1) the name of, or any other identifying information regarding (a) the Partnership or any existing or future Partner (or any Affiliate thereof) in the Partnership, or (b) any transaction entered into by the Partnership and; (2) any performance information relating to the Partnership does not constitute such tax treatment or tax structure information.

(d) The obligations and undertakings of each Limited Partner under this *Section 7.6* shall be continuing and shall survive termination of the Partnership and this Agreement. Any restriction or obligation imposed on a Limited Partner pursuant to this *Section 7.6* may be waived by the General Partner in its sole discretion. Any such waiver or modification by the General Partner shall not constitute a breach of this Agreement or of any duty stated or implied in law or in equity to any Limited Partner, regardless of whether different agreements are reached with different Limited Partners.

7.7 *MJB Investments, LP.* It is understood and acknowledged that Monty J. Bennett has assigned the economics of his Interest to MJB Investments, LP, which is disregarded as an entity separate from Monty J. Bennett for U.S. federal income tax purposes. Any distribution for Monty J. Bennett pursuant to this Agreement will be paid to MJB Investments, LP.

ARTICLE VIII

RESERVED

ARTICLE IX

DISSOLUTION AND TERMINATION

9.1 *Duration.* The Partnership shall be dissolved on the first to occur of the following events:

(a) with the consent of, as applicable, (i) a Majority in Interest of the Bennett Limited Partners; provided that a Disposition Transaction has not occurred and (ii) a Majority in Interest of the Bennett Transferee Limited Partners, the good faith determination by the General Partner that such earlier dissolution and termination is necessary or advisable because there has been a materially adverse change in any applicable law;

(b) at such time as there are no Limited Partners, unless the business of the Partnership is continued in accordance with the Partnership Act; or

(c) the entry of a decree of judicial dissolution under Section 17-802 of the Partnership Act.

9.2 *Liquidation of the Partnership*.

(a) *Liquidation.* Upon dissolution of the Partnership, the Partnership shall not terminate, but shall cease to engage in further business, except to the extent necessary to perform existing contracts and preserve the value of its business and assets, and the General Partner (or, if there is no General Partner, a liquidator shall be appointed by a Majority in Interest of the Limited Partners) shall wind up its affairs and liquidate its assets in an orderly manner in accordance with

the provisions of this Agreement and the Partnership Act. During the course of the winding up and liquidation of the Partnership, the Partners shall continue to share Profits, Losses and other separate items as provided in this Agreement, and all of the provisions of this Agreement shall continue to bind the parties and apply to the activities of the Partnership (including the distribution provisions of *Section 4.3* hereof), except as specifically provided herein to the contrary.

(b) *Final Allocation and Distribution.* Following dissolution of the Partnership (whether pursuant to *Section 9.1* or otherwise) and upon liquidation and winding up of the Partnership, the General Partner (or liquidator) shall make a final allocation of all items of income, gain, loss and expense in accordance with *Article XII* hereof, and the Partnership's liabilities and obligations to its creditors (including Partner Loans) shall be paid or adequately provided for prior to any distributions to the Partners. After payment or provision for payment of all liabilities and obligations of the Partnership (including the expenses of liquidation), the remaining assets, if any, shall be distributed among the Partners in accordance with *Section 4.3*. For purposes of the application of this *Section 9.2* and determining Capital Accounts on liquidation, all unrealized gains, losses and accrued income and deductions of the Partnership shall be treated as realized and recognized immediately before the date of distribution.

(c) At the time of the Partnership's final liquidating distribution, the right to the name of the Partnership and any goodwill associated with the Partnership's name shall be assigned to the General Partner, and the Limited Partners shall have no right and no interest in and to the use of any such name.

9.3 *Termination.* Following completion of the winding up of Partnership affairs as contemplated by this *Article IX*, the Partnership shall terminate upon the filing of a Certificate of Cancellation of the Certificate in accordance with the applicable provisions of the Partnership Act.

ARTICLE X

RESERVED

ARTICLE XI

BOOKS AND RECORDS; REPORTS

11.1 *Books and Records.* The General Partner shall keep or cause to be kept complete and appropriate records and books of account. Except as otherwise expressly provided herein, such books and records shall be maintained on a basis which allows for the proper preparation of the Partnership's financial statements and tax returns. The books and records shall be maintained at the principal office of the Partnership. Any Limited Partner or its duly authorized representatives shall be permitted, upon five (5) Business Days' written notice to the General Partner, to inspect the books and records of the Partnership for any purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership consistent with reasonable confidentiality restrictions imposed by the General Partner, at any reasonable time during normal business hours. Except as provided herein or as required by law, the Limited Partners shall have no further rights to information about the Partnership.

11.2 *Reports.* The General Partner shall furnish to each Partner:

(a) within 60 days after the close of each fiscal quarter of the Partnership ("*Fiscal Quarter*"), the financial statements of the Partnership for such Fiscal Quarter, including a balance sheet of the Partnership as of the end of such Fiscal Quarter and statements of income and changes in Partner capital for such Fiscal Quarter, all prepared in accordance with generally accepted accounting principles consistently applied in accordance with the terms of this Agreement;

(b) within 90 days after the close of each Fiscal Year, the financial statements of the Partnership for such Fiscal Year, including a balance sheet of the Partnership as of the end of such Fiscal Year and statements of income and changes in Partner capital for such Fiscal Year, all prepared in accordance with generally accepted accounting principles consistently applied in accordance with the terms of this Agreement and audited by a firm of independent public accountants selected by the General Partner; and

(c) within 180 days after the end of each Fiscal Year, to each Person who was a Partner at any time during such Fiscal Year copies of such information as may be required for Federal, state, local and foreign income tax reporting purposes.

11.3 *Budget Consultation.* Prior to the occurrence of a Disposition Transaction, the General Partner shall:

(a) annually prepare a capital budget for the Partnership relating to the prospective operations of the Partnership, such budget to include sources of income, expenses and expenditures, including capital expenditures and similar items; and

(b) prior to implementing such budget for the relevant period provide the Bennett Limited Partners, as soon as practicable but in no event later than 30 days prior to the implementation of such budget, a draft of such budget for the Bennett Limited Partners' review and reasonably consider any comments provided by the Bennett Limited Partners with respect to such budget.

ARTICLE XII

CAPITAL ACCOUNT ALLOCATIONS AND TAX MATTERS

12.1 *Capital Accounts*.

(a) A separate capital account (the "*Capital Account*") shall be established and maintained for each Partner. The Capital Account of each Partner shall be credited with such Partner's cash Capital Contributions to the Partnership and the initial Carrying Value of such Partner's Capital Contribution of non-cash assets or property (net of any liabilities of such Partner that are assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership), all Profits allocated to such Partner pursuant to *Section 12.2* and any items of income or gain which are specially allocated pursuant to *Section 12.3* or otherwise pursuant to this Agreement; and shall be debited with all Losses allocated to such Partner pursuant to *Section 12.2*, any items of loss or deduction of the Partnership specially allocated to such Partner pursuant to *Section 12.3* or otherwise pursuant to this Agreement, and all cash and the Carrying Value of any property (net of liabilities assumed by such Partner and the liabilities to which such property is subject) distributed (or deemed distributed) by the Partnership to such Partner. In the event of any Transfer of any Interest in the Partnership in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest. Notwithstanding anything to the contrary in this Agreement, any portion of the Prior Capital Account of Monty J. Bennett (or MJB Investments, LP) or Archie Bennett, Jr. that is attributable to the net Profits, income or gain attributable to the Apportioned Bennett Incentive Fees (the "*Incentive Fee Capital*") (e.g., to the extent the Prior Capital Accounts were increased by reason of the accrual of such amounts by the Partnership prior to or as of the date of the closing of the transactions contemplated under the Acquisition Agreement) shall not be treated as related to the portion of the Interests Transferred by Monty J. Bennett (or MJB Investments, LP) and Archie Bennett, Jr. as applicable, pursuant to the Acquisition Agreement, and the Incentive Fee Capital shall be fully taken into account (in addition to the applicable portion of the residual Prior Capital Account of Monty J. Bennett (or MJB Investments, LP) or Archie Bennett, Jr., as applicable) in calculating the initial Capital Accounts as of the date of this

Agreement for Monty J. Bennett (or MJB Investments, LP) and Archie Bennett, Jr., as applicable. Any references in any section of this Agreement to the Capital Account of a Partner shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above.

(b) No Partner shall be required to pay to the Partnership or to any other Partner the amount of any negative balance which may exist from time to time in such Partner's Capital Account.

12.2 *Allocations of Profits and Losses.* Except as otherwise provided in this Agreement, Profits, Losses and, to the extent necessary, individual items of income, gain, loss or deduction, of the Partnership for each tax period shall be allocated among the Partners, as of the end of such tax period, in a manner such that, after giving effect to the special allocations set forth herein and all prior distributions, the Capital Account of each Partner, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Partner pursuant to *Section 4.3* if the Partnership were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Partnership liabilities were satisfied (limited with respect to each nonrecourse liability to the Carrying Value of the assets securing such liability), and the resulting net assets of the Partnership were distributed in accordance with *Section 4.3* to the Partners immediately after making such allocation, minus (ii) such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain.

12.3 *Special Allocation Provisions*. Notwithstanding any other provision in this *Article XII*:

(a) *Minimum Gain Chargeback.* Notwithstanding any other provision in this *Article XII*, if there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any applicable Partnership taxable period, the Partners shall be specially allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to their respective shares of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This *Section 12.3(a)* is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations Sections and shall be interpreted consistently therewith; including that no chargeback shall be required to the extent of the exceptions provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) *Qualified Income Offset.* In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain) shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit created or increased by such adjustments, allocations or distributions as promptly as possible. This *Section 12.3(b)* is intended to comply with the qualified income offset requirement of Treasury Regulations section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied consistently therewith.

(c) *Gross Income Allocation.* If the allocation of Losses to a Limited Partner as provided in *Section 12.2* hereof would create or increase an Adjusted Capital Account deficit, there will be allocated to such Limited Partner only that amount of Losses as will not create or increase an Adjusted Capital Account deficit. The Losses that would, absent the application of the preceding sentence, otherwise be allocated to such Limited Partner for a taxable period will be allocated to the other Limited Partners in the same proportion as the allocation of Profits and Losses for such taxable period to the Partners pursuant to *Section 12.2*, subject to the limitations of this

Section 12.3(c). In the event any Limited Partner has an Adjusted Capital Account Deficit at the end of any Fiscal Year, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such Adjusted Capital Account Deficit as quickly as possible; *provided*, that an allocation pursuant to this *Section 12.3(c)* shall be made only if and to the extent that a Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this *Article XII* have been tentatively made as if *Section 12.3(a)* and this *Section 12.3(c)* were not in this Agreement.

(d) *Nonrecourse Deductions.* Nonrecourse Deductions shall be allocated among the Partners in accordance with their respective Percentage Interests.

(e) *Partner Nonrecourse Deductions.* Partner Nonrecourse Deductions for any taxable period shall be allocated to the Partner who bears the economic risk of loss with respect to the liability to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). If more than one Partner bears the economic risk of loss with respect to a partner nonrecourse debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such economic risk of loss.

(f) *Section 754.* To the extent that an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss will be specially allocated to the Partners in a manner consistent with the manner in which the Capital Accounts are required to be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(g) *Curative Allocations.* The allocations set forth in *Sections 12.3(a)* through (f) hereof (the "*Regulatory Allocations*") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2(i). It is the intent of the Partners that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, credit or deduction pursuant to this *Section 12.3(g)*. Therefore, the General Partner will make such offsetting special allocations of Partnership income, gain, loss, credit or deduction so that, to the extent possible, the net amount of such allocations of other items pursuant to this *12.3(g)* and the Regulatory Allocations to each Partner will be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(h) *Back Office Services.* In the event any Back Office Services are provided to a Partner during any tax period, the provision of such Back Office Services shall be treated as a guaranteed payment (within the meaning of Section 707(c) of the Code) to such Partner in such tax period in an amount equal to the value of such Back Office Services (as determined pursuant to Section 12.8(l)). For clarity, the aggregate amount of such guaranteed payments to all Partners for a particular tax period cannot exceed the aggregate value of the Back Office Services (as determined pursuant to Section 12.8(l)) provided to such Partners during such period.

12.4 *Tax Allocations.* For income tax purposes only (and not for Capital Account purposes), each item of income, gain, loss and deduction of the Partnership shall be allocated among the Partners in the same manner as the corresponding items of Profits and Losses and specially allocated items are allocated for Capital Account purposes; *provided*, that in the case of any Partnership asset the Carrying Value of which differs from its adjusted tax basis for Federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in

accordance with the principles of Code Sections 704(b) and (c) (subject to *Section 12.8(h)(vi)*, in any manner reasonably determined by the General Partner in good faith in consultation with the Partnership's tax advisor) so as to take account of the difference between Carrying Value and adjusted basis of such asset. Tax credits and tax credit recapture shall be allocated in accordance with the Partners' interests in the Partnership as provided in Treasury Regulations Section 1.704-1(b)(4)(ii).

12.5 *Other Allocation Provisions.* The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. Allocations of items of income, gain, loss and deduction for purposes of determining the Partners' Capital Accounts generally will be made in a manner consistent with the economic intent of the provisions of this Agreement. Subject to the other provisions of this Agreement and the Acquisition Agreement, the General Partner shall have the authority in its reasonable good faith discretion to choose from all available accounting methodologies, and the General Partner may allocate specific items of income, gain, loss or deduction using any reasonable method it determines in good faith. To the extent consistent with applicable law, the General Partner in its reasonable good faith discretion may specially allocate income, gain, loss or deductions to any Partner the status of which resulted in recognition of such income, gain, loss or deduction or otherwise alter the distribution or allocation provisions herein so that such Partner bears the consequences of such recognition.

12.6 *Tax Elections.* Except as provided in *Section 12.7(a)* or otherwise provided in this Agreement or the Transaction Documents, the General Partner may, in its reasonable discretion, make any and all tax elections, and the General Partner shall be absolved from all liability for any and all consequences to any previously admitted or subsequently admitted Partners resulting from its making or its failure to make any election.

12.7 *Tax Classification of the Partnership*.

(a) The Partners intend for the Partnership to be treated as a partnership for U.S. federal income tax purposes and, notwithstanding anything to the contrary in this Agreement, no election to the contrary shall be made.

(b) The General Partner shall not permit the registration or listing of interests in the Partnership on an Established Securities Market or participate in the inclusion of any interests in the Partnership on any Secondary Market, nor will it recognize any Transfers of Interests made on any of the foregoing markets by redeeming the purported transferor (in the case of redemption or repurchase) or admitting the purported transferee as a Partner or otherwise recognizing the rights of the transferee.

12.8 *Tax Matters Partner; Tax Reporting and Audits*.

(a) The General Partner is hereby designated, and is specifically authorized to act as, the tax matters partner (the "*Tax Matters Partner*") of the Partnership, as provided in the Treasury Regulations pursuant to Code Section 6231 (and any similar provisions under any other United States state or local tax laws). The General Partner is specifically directed and authorized to take whatever steps the General Partner, in its sole discretion, deems necessary or desirable to perfect such designation, including filing any forms or documents with the U.S. Internal Revenue Service and taking such other action as may from time to time be required under the Treasury Regulations. Each Limited Partner hereby consents to such designation and agrees that upon the request of the General Partner it will execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

(b) As Tax Matters Partner, the General Partner shall have all of the rights, authority and power, and shall be subject to all of the obligations, of a tax matters partner to the extent provided

in the Code and the Treasury Regulations. If any state, local or non-U.S. tax law provides for a tax matters partner or Person having similar rights, powers, authority or obligations, the General Partner shall also serve in such capacity. In all other cases, the General Partner shall represent the Partnership in all tax matters to the extent allowed by law.

(c) Expenses incurred by the General Partner as the Tax Matters Partner or in a similar capacity as set forth in this *Section 12.8* shall be borne by the Partnership as Partnership Expenses. Such expenses shall include, without limitation, fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs.

(d) Subject to the other provisions of this *Section 12.8*, any decisions made by the Tax Matters Partner, including, without limitation, whether or not to settle or contest any tax matter, whether or not to extend the period of limitations for the assessment or collection of any tax and the choice of forum for such contest, shall be made in the Tax Matters Partner's discretion.

(e) The General Partner shall be entitled to exculpation and indemnification with respect to any action it takes or fails to take as Tax Matters Partner to the extent provided under *Article XIII*.

(f) Each Limited Partner hereby agrees that such Limited Partner will not treat any Partnership item inconsistently on such Limited Partner's individual income tax return with the treatment of the item on the Partnership's tax return, except to the extent required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any comparable provision of any state, local or foreign law), and that such Limited Partner will not independently act with respect to tax audits or tax litigation of the Partnership unless previously authorized to do so in writing by the General Partner, which authorization may be withheld by the General Partner.

(g) Each Limited Partner shall promptly upon request furnish to the General Partner any information that the General Partner may reasonably request in connection with any election or contemplated election or adjustment under Code Section 734, 743 or 754 or with filing the tax returns of the Partnership or any Affiliate thereof. Without limiting the foregoing, in the event that the Partnership is required to make an adjustment under Code Section 743 with respect to all or any portion of a Partner's Interest in the Partnership, such Partner shall promptly provide the Partnership with the information specified in Treasury Regulations Section 1.743-1(k)(2) (or any successor provision) in the manner specified by such regulation and, to the extent applicable, comply with IRS Notice 2005-32 (and any similar applicable official guidance subsequently issued).

(h) Notwithstanding anything to the contrary in this Agreement, provided a Disposition Transaction has not occurred prior to the applicable tax year with respect to which such an action is to be taken, the Tax Matters Partner shall not take any of the following actions without first obtaining the approval of a Majority in Interest of the Bennett Limited Partners, which approval shall not be unreasonably withheld, delayed or conditioned: (i) enter into a settlement agreement with the Internal Revenue Service which purports to bind the Partnership or the Partners; (ii) file a petition as contemplated in Code Sections 6226(a) or 6228; (iii) intervene in any action as contemplated in Code Section 6226(b)(6); (iv) file any request contemplated in Code Section 6227(c); (v) enter into an agreement extending the period of limitations as contemplated in Code Section 6229(b)(1)(B); or (vi) unless required by law, make any material tax election, take any material tax position or adopt any material tax accounting method or convention, except in the ordinary course of business consistent with past practice, if making such material election, taking any such material tax position or adopting such method or convention would reasonably be expected to have a material adverse effect on any Bennett Limited Partners.

(i) The Tax Matters Partner shall keep the Bennett Limited Partners fully informed of all material facts and developments relating to any federal income tax and, to the extent the Partnership is treated as a flow-through entity for state tax purposes, state income, franchise or

similar tax audit, exam, litigation, or other proceeding. The Tax Matters Partner shall take such action as may be necessary to cause each other Partner to become a "notice partner" within the meaning of Section 6231(a)(8) of the Code.

(j) The Tax Matters Partner shall cause to be provided to each Partner a copy of any tax return or other information statement reasonably required by such Partner, including IRS Schedule K-1, within 180 days after the end of the Fiscal Year in order to properly comply with its tax filing requirements and shall cause to be provided to each Bennett Limited Partner all other information in its possession as may be reasonably requested by such Partner in order to enable such Partner (or the holder of a direct or indirect interest therein or economic interest in such Partner's Interest) to comply with its tax obligations, including copies of notices from tax authorities and other tax-related information received by the Partnership.

(k) The Partnership shall deliver to the Partners a draft IRS Form 1065 including IRS Schedule K-1 and, to the extent the Partnership is treated as a flow-through entity for state tax purposes, drafts of any state income, franchise or similar tax returns or any federal or applicable state requests for administrative adjustments, thirty (30) days prior to the date on which the relevant tax return or request is to be filed (including extensions). Each Bennett Limited Partner shall have the right within fifteen (15) days of receipt of the draft tax return or request to deliver a notice (an "*Objection Notice*") to the Partnership stating in reasonable detail such Partner's reasonable good faith objections to any information contained on or omitted from any draft Partnership tax return, request or schedule and setting forth an alternative treatment of the item or items disputed. If any Bennett Limited Partners file an Objection Notice, the Tax Matters Partner shall negotiate in good faith to resolve the item or items disputed. If such Partners and the Tax Matters Partner fail to resolve any disputed item prior to the due date for the applicable tax return or request, the Partnership may file the Partnership tax return, request or schedules in a manner consistent with the draft Partnership tax return, request or schedules, as applicable, provided to the Bennett Limited Partners.

(l) Any Back Office Services for which out-of-pocket costs have been incurred shall be valued at the amount of such out-of-pocket costs. The value of any Back Office Services that are provided in-kind by the Partnership (including through services provided by the Partnership's employees) shall be determined reasonably and in good faith by the General Partner; provided that if the value of the Back Office Services provided to a Partner in any year exceeds $25,000 in the aggregate, such valuation shall be subject to the approval of such Partner, which approval shall not be unreasonably withheld, delayed or conditioned. The General Partner and the Partners to whom any Back Office Services are provided agree to cooperate in good faith to resolve any disagreements regarding the valuation of Back Office Services provided in-kind.

(m) Subject to compliance with *Section 12.8(f)*, the Partnership and the Tax Matters Partner shall use commercially reasonable efforts to cooperate with the Bennett Limited Partners in connection with any defense by them of any audits or other disputes with any governmental tax authority regarding any of their respective personal income taxes or personal income tax returns to the extent related to their Interest.

(n) The provisions of this *Section 12.8* shall survive the termination of the Partnership and shall remain binding on the Partners for as long a period of time as is necessary to resolve with the Internal Revenue Service or any other Governmental Authority any and all matters regarding the U.S. federal income or other taxation of the Partnership or the Partners. The provisions of this *Section 12.8* shall be subject to the terms and conditions of the Acquisition Agreement.

ARTICLE XIII

LIABILITY AND INDEMNIFICATION

13.1 *Liability of the General Partner and other Covered Persons*.

(a) If and to the extent the General Partner shall, in its capacity as such, be liable for the debts and obligations of the Partnership (except to the extent such debts or obligations are by their terms "nonrecourse" debts or obligations), the General Partner, except as provided in *Section 13.2*, shall be entitled to require the prior exhaustion of the Partnership's assets and shall be entitled to the benefits of the indemnities provided in *Section 13.2* and elsewhere in this Agreement. To the fullest extent permitted by law, no Covered Person shall be liable, in damages or otherwise, to the Partnership or to any Limited Partner, and each Limited Partner does hereby release such Covered Person, for (i) any act or omission taken or suffered by such Covered Person in connection with the conduct of the affairs of the Partnership or any Subsidiary, or otherwise in connection with this Agreement or the matters contemplated herein, unless it is determined by any court, governmental body of competent jurisdiction or arbitrator or arbitration panel in a final, non-appealable judgment or award, or admitted by such Covered Person in a settlement of any lawsuit, that such act or omission resulted from fraud, gross negligence or willful malfeasance by such Covered Person or (ii) any mistake, negligence, dishonesty or bad faith of any advisor or other agent of the Partnership or any Subsidiary, unless such Covered Person was responsible for the selection of such advisor or other agent and acted in such capacity with gross negligence.

(b) To the fullest extent permitted by applicable law, except as expressly set forth in this Agreement, neither the General Partner nor any other Covered Person shall have any duties or liabilities (including fiduciary duties) to the Partnership, any Limited Partner or any other Person bound by this Agreement. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, any Covered Person acting under this Agreement shall not be liable to the Partnership or to any such other Partner for its reasonable good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of such Covered Person.

(c) A Covered Person shall incur no liability in acting in good faith upon any signature or writing believed by such Covered Person to be genuine, and may rely in good faith on a certificate signed by an executive officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge. A Covered Person may consult with legal counsel, accountants, appraisers and other skilled Persons selected by it and any act or omission suffered or taken by it on behalf of the Partnership or in furtherance of the interests of the Partnership in reasonable good faith in reliance upon and in accordance with the advice of any such Person shall be full justification for any such act or omission, and such Covered Person shall be fully protected in so acting or omitting to act *provided* that any such Person was selected with reasonable care. Subject to *Section 13.1(a)*, no Covered Person shall be liable to the Partnership or any Partner for any error of judgment made in good faith by any manager, officer or employee of such Covered Person.

(d) Neither the General Partner nor any of its Affiliates shall be liable for the return of the Capital Contributions of any Partner, and such return shall be made solely from the available assets of the Partnership, if any, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof in this regard.

(e) The standard of liability in this *Section 13.1* shall apply in lieu of any standard that otherwise would be imposed by applicable law. Any repeal or modification of this *Section 13.1* shall not adversely affect any right or protection of a Person existing at the time of such repeal or modification.

13.2 *Indemnification of Covered Persons*.

(a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless each of the Covered Persons from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Covered Person and arise out of or in connection with the affairs of the Partnership or any Subsidiary or the performance by such Covered Person of any of the General Partner's responsibilities hereunder or otherwise in connection with the matters contemplated herein unless it is determined by any court, governmental body of competent jurisdiction or arbitrator or arbitration panel in a final, non-appealable judgment or award, or admitted by such Covered Person in a settlement of any lawsuit, that such Covered Person's conduct did constitute fraud, gross negligence or willful malfeasance by such Covered Person. The termination of any Proceeding by settlement, judgment, order, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that such Covered Person's conduct constituted fraud, gross negligence, willful malfeasance or a willful violation of the material provisions of this Agreement (or the Management Agreement, as applicable).

(b) The Partnership shall pay the expenses incurred by any such Person indemnifiable hereunder in connection with any proceeding in advance of the final disposition, so long as the Partnership receives an undertaking by such Person to repay the full amount advanced if there is a final determination that such Person did not satisfy the standards set forth in *Section 13.2(a)* above or that such Person is not entitled to indemnification as provided herein for other reasons.

(c) The General Partner shall have the power on behalf of the Partnership to purchase and maintain insurance in reasonable amounts on behalf of the Covered Persons against any liability incurred by them in their capacities as such, whether or not the Partnership has the power to indemnify them against such liability.

(d) The provisions of this *Section 13.2* shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this *Section 13.2* and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

(e) If the General Partner determines that it is necessary, desirable or appropriate to do so, the General Partner may cause the Partnership to establish reasonable reserves, escrow accounts or similar accounts to fund the Partnership's obligations under this *Section 13.2*.

(f) The obligations of each Partner pursuant to this *Article XIII* shall survive the termination and expiration of this Agreement and the dissolution, winding-up and termination of the Partnership.

ARTICLE XIV

MISCELLANEOUS

14.1 *Amendments*.

(a) Except as expressly provided in this Agreement, the terms and provisions of this Agreement may be waived, terminated, amended, restated, supplemented or otherwise modified only by the written consent of (i) a Majority in Interest of the Bennett Limited Partners; provided

that a Disposition Transaction has not occurred and (ii) a Majority in Interest of the Bennett Transferee Limited Partners.

(b) Notwithstanding the foregoing, the terms and provisions of this Agreement may be waived, terminated, amended, restated, supplemented or otherwise modified by the General Partner without the consent of any Limited Partner (1) in order to cure any ambiguity, make any inconsequential revision, provide clarity or to correct or supplement any provision herein which may be defective, incomplete or inconsistent with any other provisions herein, or to correct any printing or clerical errors or omissions, (2) to comply with any anti-money laundering or anti-terrorist rules, regulations, directions or special measures, (3) to take such action in light of changing regulatory conditions, as is necessary in order to permit the Partnership to continue in existence, or (4) to the extent permitted by or approved pursuant to the terms of this Agreement or the Transaction Documents.

(c) The General Partner shall have the right to amend this Agreement without the approval of any other Partner to the extent the General Partner determines in good faith, based upon written advice of tax counsel to the Partnership, that the amendment is necessary to provide assurance that the Partnership will not be treated as a "publicly traded partnership," because it is entitled to "safe harbor" treatment under Code Section 7704 and the regulations promulgated thereunder; *provided*, that such amendment shall not change the relative economic interests of the Partners.

(d) Upon obtaining such approvals or consent in writing required by this Agreement and without further action or execution by any other Person, including any Limited Partner, (i) any amendment to this Agreement that is expressly permitted by the terms of this Agreement may be implemented and reflected in a writing executed solely by the General Partner, and (ii) the Limited Partners shall be deemed a party to and bound by such amendment of this Agreement.

14.2 *Successors and Assigns.* The provisions of this Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

14.3 *Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws. In particular, the Partnership is formed pursuant to the Partnership Act, and the rights and liabilities of the Partners shall be as provided therein, except as herein otherwise expressly provided. The Partners hereby submit to the nonexclusive jurisdiction of the state and federal courts in Dallas, Texas in any proceeding based on or arising under this Agreement. The Limited Partners hereby waive as a defense that any such proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in Dallas, Texas for any such proceeding is appropriate. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

14.4 *Severability.* Each provision of this Agreement shall be considered severable and if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to the Partnership Act or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

14.5 *Notices.* All notices, reports, requests, demands, consents and other communications hereunder (collectively, "*Correspondence*") shall be in writing and shall be deemed to have been duly given if (i) mailed, registered mail, first-class postage paid, (ii) sent by overnight mail or courier, (iii) transmitted via facsimile, (iv) by e-mail or (v) delivered by hand, if to any Limited Partner, at such Limited Partner's address, or to such Limited Partner's facsimile number or e-mail address, as set forth on *Schedule A* hereto, and if to the Partnership or to the General Partner, to the General Partner at the principal office of the Partnership, or to such other Person or address as any Partner shall have last designated by notice to the Partnership, and in the case of a change in address by the General Partner, by notice to the Limited Partners. Any Correspondence will be deemed received (i) if sent by certified or registered mail, return receipt requested, when actually received, (ii) if sent by overnight mail or courier, when actually received, (iii) if sent by facsimile transmission, on the date sent *provided* confirmatory notice is sent by first-class mail, postage prepaid, (iv) if delivered by hand, on the date of receipt and (v) if sent by e-mail, on the day the email is sent; *provided*, that if such e-mail is sent after 5:00 pm Central Time or on a day that is not a Business Day, such notice shall be deemed received on the next succeeding Business Day.

14.6 *Entire Agreement.* This Agreement and the Transaction Documents constitute the entire agreement among the Partners and between the Partners with respect to the subject matter hereof and supersede any prior agreement or understanding among or between them with respect to such subject matter.

14.7 *Counterparts.* This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement.

14.8 *Waiver of Partition and Accounting.* Except as may be otherwise required by law in connection with the winding-up, liquidation and dissolution of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for an accounting or for partition or similar action of any of the Partnership's property.

14.9 *Other Instruments and Acts.* The Partners agree to execute any other instruments or perform any other acts that are or may be necessary to effectuate and carry on the Partnership created by this Agreement

14.10 *Force Majeure.* Whenever any act or thing, other than the payment of money, is required of the Partnership or the General Partner hereunder to be done within any specified period of time, the Partnership or the General Partner, as the case may be, shall be entitled to such additional period of time to do such act or thing as shall equal any period of delay resulting from causes beyond the reasonable control of the Partnership or the General Partner, as the case may be, including bank holidays, actions of governmental agencies, acts of God and terrorist acts; *provided*, that this provision shall not have the effect of relieving the Partnership or the General Partner from the obligation to perform any such act or thing.

14.11 *No Third Party Beneficiaries.* It is understood and agreed among the parties that, expressly set forth in this Agreement and the Transaction Documents, this Agreement and the covenants made herein are made expressly and solely for the benefit of the parties hereto, and that no other Person, other than a Covered Person pursuant to *Article XIII* hereof, shall be entitled or be deemed to be entitled to any benefits or rights hereunder, nor be authorized or entitled to enforce any rights, claims or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENERAL PARTNER:

REMINGTON GP HOLDINGS, LLC

By: Remington Hospitality Management, Inc., its sole member

By: _____

Name
Title:

LIMITED PARTNERS:

REMINGTON HOSPITALITY MANAGEMENT, INC.

By: _____

Name
Title:

_____

Monty J. Bennett

_____

Archie Bennett, Jr.

[Signature Page to Limited Partnership Agreement]

SCHEDULE A

Names, Addresses and Percentage Interests of Partners

General Partner	Percentage Interests	Initial Capital Account
Remington GP Holdings, LLC 14185 Dallas Parkway Suite 1100 Dallas, Texas 75254 Attention: Telephone: Email: Fax:	0.0% (representing a non-economic interest in the Partnership)	$
Limited Partners		
Remington Hospitality Management, Inc. 14185 Dallas Parkway Suite 1100 Dallas, Texas 75254 Attention: Telephone: Email: Fax:	80.0%	$
Monty J. Bennett 14185 Dallas Parkway Suite 1150 Dallas, Texas 75254 Telephone: Email: Fax:	10.0%	$
Archie Bennett, Jr. 14185 Dallas Parkway Suite 1150 Dallas, Texas 75254 Telephone: Email: Fax:	10.0%	$
	100%	

Exhibit A

Business Practices

ANNEX G

September 14, 2015

CONFIDENTIAL

Special Committee of the Board of Directors
Ashford Inc.
14185 Dallas Parkway
Suite 1100
Dallas, TX 75254

Members of the Special Committee of the Board Directors of Ashford Inc.:

BMO Capital Markets Corp. ("BMOCM" or "we") has been advised that Ashford Inc., a Delaware corporation ("Ashford" or the "Company"), is considering entering into an acquisition agreement (the "Acquisition Agreement") with Archie Bennett, Jr. and Monty J. Bennett (collectively, the "LP Transferors"); Remington Holdings GP LLC, a Delaware limited liability company and the general partner of the Target (the "General Partner") (each of the LP Transferors and the General Partner individually, a "Remington Holder" and collectively, the "Remington Holders"); solely for the purpose of conveying its economic interest in the Target (the "Economic Interest"), MJB Investments, LP ("MJB Investments"); solely for the purpose of conveying his profits interest in the Target (the "Profits Interest"), Mark A. Sharkey ("Sharkey"); and Remington Holdings, LP, a Delaware limited partnership (the "Target"); Ashford Advisors, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("Newco"); Remington Hospitality Management, Inc., a Delaware corporation and wholly owned subsidiary of Newco ("Newco Sub"); Ashford GP Holdings I, LLC, a Delaware limited liability company and wholly owned subsidiary of Newco ("GP Holdings I"); and Remington GP Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of Newco Sub ("GP Holdings"). Pursuant to the Acquisition Agreement the Company, through Newco, will acquire 80% of the outstanding limited partnership interests in the Target (the "LP Interests"), 80% of the Economic Interest, 100% of the Profits Interests owned by Sharkey, 100% of the outstanding general partnership interests in the Target (the "GP Interests"), 100% of the Class A and Class B limited partnership interests in Marietta Leasehold, LP (the "Marietta LP Interests") and 100% of the issued and outstanding general partnership interests in Marietta Leasehold, LP (the "Marietta GP Interests" and together with the Marietta LP Interests, the "Marietta Interests") from the Remington Holders for a total purchase price to be paid of $331.7 million (the "Proposed Consideration"). In connection with the Transaction (as defined below), Ashford will contribute substantially all of its assets to Newco. The Proposed Consideration will consist of $10.0 million in interest-free notes payable by Newco Sub in 16 equal quarterly installments of $625 thousand, 0.917 million shares of nonvoting common stock to be issued by Newco, and $230.0 million face amount of convertible preferred equity to be issued by Newco. All of the foregoing are collectively referred to as the "Transaction".

The Special Committee of the Board of Directors of Ashford (the "Special Committee") has requested that we render an opinion, as investment bankers, as to the fairness, from a financial point of view, to the Company as of the date hereof of the Proposed Consideration to be paid in the Transaction (the "Opinion").

For purposes of this Opinion, we have reviewed the proposed final draft of the Acquisition Agreement provided to us by the Company on September 9, 2015, as supplemented on September 11, 2015 (as so supplemented, the "Draft Acquisition Agreement"). We have assumed that the final Acquisition Agreement will not differ in any material respect from the Draft Acquisition Agreement, and will reflect the terms of the Draft Acquisition Agreement.

In arriving at our Opinion set forth below, we have reviewed, among other things:

1) Ashford public filings;

2) Ernst & Young Global Limited ("E&Y") Private Letter Ruling analysis addressing tax implications of Ashford's acquisition of Target dated April 29, 2015;

3) Draft Amended and Restated Advisory Agreement between Ashford and Ashford Hospitality Trust ("Trust") received on May 29, 2015;

4) Key Money Memorandum regarding potential changes to the Advisory Agreement between Ashford and Trust dated June 4, 2015;

5) Revised Draft Amended and Restated Advisory Agreement between Ashford and Trust received on June 10, 2015;

6) Certain historical and projected financial and operating information relating to the business, earnings, assets, liabilities and prospects of both Ashford and the Target, including, without limitation, the projection model, as prepared by Target Management and amended by Ashford Management (the "Projection Model") (BMOCM reviewed the Projection Model with Ashford management, the Target, and its advisors between April and September 2015);

7) Quality of Earnings report on the Target prepared by Riveron Consulting dated July 14, 2015;

8) Draft of Acquisition Accounting Memo prepared by Ashford dated September 9, 2015;

9) Draft of Certificate of Designation of 6.625% Convertible Preferred Stock of Newco dated September 9, 2015;

10) Draft of Investor Rights Agreement dated September 9, 2015;

11) Draft Acquisition Agreement and disclosure schedules dated September 9, 2015 and supplemented on September 11, 2015;

12) Draft of Agreement of Limited Partnership of Remington Holdings LP dated September 9, 2015;

13) Drafts of GP Holdings and GP Holdings I Certificates of Formation dated September 9, 2015; and

14) Drafts of Newco and Newco Sub Charters dated September 9, 2015.

In addition, we have,

1) Conducted discussions with members of Ashford senior management concerning their view of the Company's and the Target's operations, financial condition and prospects on a stand-alone and on a combined basis;

2) Reviewed certain financial and stock market information for selected publicly traded companies that we deemed to be relevant;

3)

Reviewed the financial terms, to the extent publicly available, of selected acquisitions of companies in the Company's and the Target's industry that we deemed to be relevant;

4) Performed discounted cash flow analyses for the Company and Target based on projections provided or revised by Ashford management;

5) Performed relative contribution analysis on the basis of Revenue, EBITDA, and Net Income;

6) Analyzed selected macroeconomic and other commercial factors that we deemed to be relevant to the Company's and the Target's industry and prospects; and

7) Performed such other studies and analyses, conducted such discussions, and reviewed such other presentations, reports, and materials as we deemed appropriate in the circumstances.

In rendering our Opinion, we have assumed and relied on the accuracy and completeness of all information supplied or otherwise made available to us by Ashford or their representatives or advisors, the Target or their representatives or advisors, or obtained by us from other sources. We have not independently verified (nor assumed any obligation to verify) any such information, undertaken an independent valuation or appraisal of the assets or liabilities (contingent or otherwise) of the Company or Target, nor have we been furnished with any such valuation or appraisal. We have not evaluated the solvency or fair value of the Company or Target under any state or federal laws relating to bankruptcy, insolvency or similar matters. We also have assumed that all material governmental, regulatory or other approvals and consents required in connection with the consummation of the Transaction will be obtained and that in connection with obtaining any necessary governmental, regulatory or other approvals and consents, no restrictions, terms, or conditions will be imposed that would be material to our analysis. We have has also assumed that the Transaction will be consummated in accordance with the terms of the Acquisition Agreement, without any waiver, modification or amendment of any terms, condition or agreement that would be material to our analysis, that the representations and warranties of each party contained in the Acquisition Agreement would be true and correct, that each party would perform all of the covenants and agreements required to be performed by it under the Acquisition Agreement and that all conditions to the consummation of the Transaction would be satisfied without waiver or modification. With respect to financial projections for the Company and the Target (including, without limitation, the Projection Model), we have been advised by Ashford, and we have assumed, without independent investigation, that they have been reasonably prepared and reflect the best currently available estimates and good faith judgment of Ashford of the expected future competitive, operating and regulatory environments and related financial performance of the Company and the Target. We express no opinion with respect to such projections, including the assumptions on which they are based. Furthermore, we have not assumed any obligation to conduct, and have not conducted, any physical inspection of the properties or facilities of the Company or the Target.

Our Opinion is necessarily based upon financial, economic, market and other conditions and circumstances as they exist and can be evaluated, and the information made available to us, as of the date hereof. We disclaim any undertakings or obligations to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to our attention after the date of the Opinion.

Our Opinion does not constitute a recommendation as to any action the Special Committee or the Board of Directors of Ashford should take in connection with the Transaction or the other transactions contemplated by the Draft Acquisition Agreement or any aspect thereof and is not a recommendation to any director of Ashford or stockholder on how such person should vote with respect to the Transaction or related transactions and proposals. Our Opinion relates solely to the fairness, from a financial point of view, to the Company as of the date hereof, of the Proposed Consideration to be paid in the Transaction. We express no opinion herein as to the relative merits of the Transaction and any other transactions or business strategies discussed by the Special Committee as alternatives to the Transaction or the decision of the Special Committee to recommend the Transaction, nor do we express any opinion on the structure, terms or effect of any other aspect of the Transaction or the other transactions contemplated by the Draft Acquisition Agreement. Our Opinion does not in any manner address the prices at which Ashford's common stock or other securities will trade following the announcement or consummation of the Transaction. We are not experts in, and this Opinion does not address, any of the legal, tax or accounting aspects of the Transaction, including, without limitation, whether or not the Transaction or the other transactions contemplated by the Draft Acquisition Agreement constitute a change of control under any contract or agreement to which the Company or any of their respective subsidiaries is a party. In addition, we express no view or opinion as to the

fairness of the amount or nature of, or any other aspects relating to, the compensation to any officers, directors or employees of any parties to the Transaction, or class of such persons, relative to the Proposed Consideration or otherwise.

BMOCM has acted as financial advisor to the Special Committee with respect to the transactions contemplated by the Draft Acquisition Agreement, will receive a fee for our services, a substantial portion of which is contingent upon the completion of the Transaction and will receive a fee for rendering this Opinion. In addition, Ashford has agreed to reimburse us for out-of-pocket expenses and to indemnify us against certain liabilities arising out of our engagement.

BMOCM, as part of its investment banking business, is continually engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. We or our affiliates may provide investment and corporate banking services to Ashford, the Target and the Remington Holders and their respective affiliates in the future, for which we or they may receive customary fees. BMOCM provides a full range of financial advisory and securities services and, in the course of its normal trading activities, may from time to time effect transactions and hold securities, including, without limitation, derivative securities, of Ashford or its affiliates for its own account and for the accounts of customers.

Our Opinion has been approved by a fairness opinion committee of BMOCM. Our Opinion has been prepared at the request and solely for the benefit and use of the Special Committee in its evaluation of the fairness, from a financial point of view, to the Company of the Proposed Consideration to be paid by the Company in the Transaction. Our Opinion may not be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without our prior written consent except that our Opinion may be reproduced in full or summarized in any disclosure document filed by Ashford with the Securities and Exchange Commission with respect to the Transaction, provided that any summary of this Opinion is in a form acceptable to BMOCM and its counsel.

Based upon and subject to the foregoing, it is our opinion, as investment bankers, that as of the date hereof, the Proposed Consideration to be paid by Ashford in the Transaction is fair, from a financial point of view, to Ashford.

Very truly yours,

BMO Capital Markets

/s/ BMO Capital Markets Corp.

ASHFORD INC.

ATTN: MR. DAVID A. BROOKS, SECRETARY

14185 DALLAS PARKWAY

SUITE 1100

DALLAS, TX 75254

VOTE BY INTERNET - www.proxyvote.com

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

VOTE BY PHONE - 1-800-690-6903

Use any touch-tone telephone to transmit your voting instructions up until 11:59 p.m. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

VOTE BY MAIL

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

[M88384-P62468] KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

ASHFORD INC.

The Board of Directors unanimously (with Monty Bennett and J. Robison Hay, III recusing themselves) recommends you vote FOR the following proposals:	**For**	**Against**	**Abstain**
1. To approve the contribution of substantially all of the Company s assets and all of the Company s business operations to Newco pursuant to the Transaction Documents.	o	o	o
	o	o	o

2. To approve the potential issuance of shares of the Company s common stock that may occur pursuant to the Transaction Documents, in one or more of the following events: (a) as consideration for the potential future purchase of the 20% limited partnership interest in Remington retained by the Bennetts; (b) as consideration for the potential future acquisition of the Newco common stock issued to the Bennetts; (c) as consideration for the potential future acquisition of the Newco preferred stock issued to the Remington Sellers; or (d) upon the conversion of preferred stock of the Company that potentially may be issued in exchange for the Newco preferred stock issued to the Remington Sellers.			
3. To approve an adjournment or postponement of the special meeting, if necessary or appropriate, to solicit additional proxies in favor of the foregoing proposals.	o	o	o

For address changes and/or comments, please check this box and write them on the back where indicated.	o	
Please indicate if you plan to attend this meeting.	o	o
	Yes	**No**

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]	Date	Signature (Joint Owners)	Date

Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:

The Notice, the Proxy Statement, the 2015 Annual Report, the March Quarterly Report and the June Quarterly Report are available at www.proxyvote.com.

[M88385-P62468]

ASHFORD INC.

SPECIAL MEETING OF STOCKHOLDERS - [ ], 2016

This Proxy is solicited by the Board of Directors of the Company

The undersigned, having received notice of the Proxy Statement for the Special Meeting therefor, and revoking all prior proxies, hereby appoint(s) Mr. David A. Brooks and Mr. Deric S. Eubanks (with full power of substitution), as proxies of the undersigned to attend the Special Meeting of Stockholders of ASHFORD INC. (the Company) to be held on [ ], [ ], 2016 and any adjourned sessions thereof, and there to vote and act upon the matters listed on the reverse side in respect of all shares of Common Stock of the Company which the undersigned would be entitled to vote or act upon, with all powers the undersigned would possess if personally present.

THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS DIRECTED BY THE STOCKHOLDER(S). IF NO SUCH DIRECTIONS ARE MADE, THIS PROXY WILL BE VOTED FOR PROPOSALS 1, 2 AND 3.

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED REPLY ENVELOPE.

Address Changes/Comments:

(If you noted any Address Changes/Comments above, please mark corresponding box on the reverse side.)

CONTINUED AND TO BE SIGNED ON REVERSE SIDE