WHEREAS, JD Holdings is requesting, and Hammons desires to provide, seller financing to Sponsor Entity in the event of an exercise by Sponsor Entity of its rights to acquire any JQH Subject Hotel pursuant to the ROFR, as more fully described below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Recitals. The above recitals are hereby incorporated herein by reference as if same were fully set forth herein.

2. Execution of Waiver and Delivery to Lenders. JD Holdings shall execute the Waiver in materially the form attached hereto as Exhibit A and deliver said Waiver to the Lenders to permit Hammons to obtain the Loan.

3. Permitted Transferee.

A. JD Holdings hereby waives any breach by Hammons under the ROFR to the extent such breaches are the result of JQH (or any JQH Entity) entering into Mortgages with respect to any of the JQH Subject Hotels without complying with Section 2.2(b) of the ROFR. Furthermore, from and after the date hereof, JD Holdings and Hammons hereby agree that the sole obligation of JQH (and each JQH Entity) under Section 2.2(b) of the ROFR (with respect to all existing Mortgages as well as any future Mortgages) is to use its commercially reasonable efforts to cause the applicable Mortgages to specify that a transfer of the applicable JQH Subject Hotel to Sponsor Entity is permitted under such Mortgage, without consent of such lender or mortgagee and without payment of any fee. Commercially reasonable efforts in this context shall be met if Hammons: (i) uses commercially reasonable efforts to cause the lender to approve Sponsor Entity as a permitted transferee without payment of any fee; (ii) advises JD Holdings of the proposed financing substantially in advance of its closing; (iii) arranges for a meeting (via telephone call) among the proposed lender, a Hammons' representative and JD Holdings to discuss, among other things, the qualifications of Sponsor Entity; and (iv) provides JD Holdings with copies of the applicable loan documents as and when they are available. Commercially reasonable efforts in this context shall not require Hammons to accept such financing on less favorable market terms than are otherwise obtainable from the lender.

B. With respect to the Existing No Assumption Properties and the "Future No Assumption Properties" (as defined below), Hammons hereby agrees to use commercially reasonable good faith efforts to assist and cooperate with JD Holdings in its efforts to cause the applicable lenders to consent to JD Holdings (or its applicable affiliate) assumption of the loan without payment of any fee. In that regard, if Hammons has provided any guaranty of, or indemnity with respect to, the applicable loan which JD Holdings (or its applicable affiliate) is seeking to assume, Hammons agrees, if required by the lender in connection with the loan assumption, to cause and permit such guaranty

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or indemnity to remain effective and in full force and effect following the assumption of the loan by JD Holdings (or applicable affiliate) until repayment of the loan, in full. Hammons hereby agrees to take any actions as may be required by the lender to effectuate this sub-section (B). As used herein, "Future No Assumption Properties" means any JQH Subject Hotel (excluding the Existing No Assumption Properties) with respect to which Hammons, despite using its commercially reasonable efforts as described above, is unable to obtain the consent of the lender to a transfer of the JQH Subject Hotel to a Sponsor Entity without payment of a fee.

C. To the extent Hammons is successful in obtaining the consent of a lender to a transfer of a JQH Subject Hotel to Sponsor Entity as a permitted transferee without payment of any fee, Hammons hereby agrees that at no time may Hammons amend or modify any of the provisions of the applicable loan documents governing the assumption of the loan by Sponsor Entity as a permitted transferee without payment of any fee. Furthermore, Hammons hereby covenants and agrees that no loan obtained by Hammons with respect to a JQH Subject Hotel will include provisions which change the economic terms of that loan as a result of the death of JQH and/or the assumption of the loan by Sponsor Entity.

D. No later than 30 business days following the date hereof, Hammons hereby agrees to deliver to JD Holdings:(i) the loan agreements, notes and mortgage documents executed by Hammons with respect to all of the JQH Subject Hotels which contain provisions permitting Sponsor Entity to assume the loan encumbering a JQH Subject Hotel; and (ii) a written notice identifying all JQH Subject Hotels (and the name of the applicable lender) which are subject to financing which financing does not include the right of Sponsor Entity to assume the applicable loan. Furthermore, no later than 30 business days following the date hereof, Hammons shall deliver to JD Holdings copies of all executed Memorandum required to be recorded pursuant to Section 3.15 of the ROFR, to the extent not previously provided by Hammons.

4. Line of Credit Agreement. Notwithstanding anything contained in the ROFR to the contrary, the parties hereto hereby agree that the terms and provisions of Section 3.1(b) of the ROFR shall not be applicable to a material funding default by Lender under the Line of Credit Agreement which is not cured as required by Section 3.1(b) of the ROFR if such material funding default arises in connection with the insolvency of iStar Financial, Inc., or as a result of iStar Financial, Inc. no longer being in the business of making loans, and, accordingly, the parties to this Agreement and Amendment agree that in the event of the occurrence of such a material funding default, the effectiveness of the ROFR shall not be subject to suspension. Neither the foregoing nor the provisions of Section 5 of this Agreement shall operate as a waiver by Hammons of other available rights and remedies not expressly limited herein in the event of a material funding default under the Line of Credit Agreement.

5. Hammons Financing. With respect to any and all JQH Subject Hotels which are purchased by a Sponsor Entity, Hammons hereby irrevocably commits to provide, or cause the applicable seller of the JQH Subject Hotel to provide, subordinate

seller financing to each Sponsor Entity acquiring the JQH Subject Hotel (or its immediate parent company) on the terms provided for on Schedule 2 attached hereto. Schedule 2 is hereby incorporated herein by reference as if same were fully set forth herein. Notwithstanding the foregoing to the contrary, Hammons has no obligation to provide the subordinate seller financing described herein and on Schedule 2 during the existence of a material funding default under the Line of Credit Agreement which is not cured as required by Section 3.1(b) of the ROFR.

6. Breach. For avoidance of doubt, any breach by Hammons in its obligation to provide the subordinate seller financing described in Section 5 above which continues for five (5) days following delivery to Hammons of notice of such breach, shall be a material breach by Hammons under the ROFR and JD Holdings shall be entitled to all rights and remedies provided for in the ROFR as a result of a material breach of the ROFR, including, without limitation, the remedies contained in Section 3.14(b) of the ROFR. Furthermore, without limiting the foregoing and without determining whether or not any other breach of this Agreement and Amendment is a "material" breach of the ROFR, the breach of any other provision of this Agreement and Amendment which continues for five (5) days following delivery to Hammons of notice of such breach shall be a breach by Hammons under the ROFR.

6. Full Force and Effect. Except as modified hereby, the ROFR remains unmodified and in full force and effect.

7. Counterparts. This Agreement and Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. Entire Agreement. This Agreement and Amendment together with the ROFR constitutes a complete statement of all of the binding agreements among the parties as of the date hereof with respect to the subject matter contained herein and together with the ROFR supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between them with respect to such subject matter. For the avoidance of doubt, the dispute resolution provisions contained in Sections 3.6, 3.7 and 3.8 of the ROFR shall govern this Agreement and Amendment.

9. Recording. Hammons and JD Holdings authorize each other to record a memorandum of this Agreement and Amendment setting forth all modifications to the ROFR agreed to herein (which memorandum may set forth the existence of the Hammons financing described herein but shall not set forth the specific terms and provisions of Schedule 2) in the land records of each county in which a JQH Subject Hotel is located. Hammons and JD Holdings hereby agree to execute any additional documents reasonably required by Hammons or JD Holdings to effectuate such recording.

10. Counsel. Each party to this Agreement and Amendment has had the benefit of counsel in negotiating and reviewing the terms contained herein.

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11. JQH Entities. By executing this Agreement and Amendment JD Holdings is not agreeing that the list of entities comprising Hammons and set forth on Schedule 1 is complete and accurate and is not waiving or modifying the obligation of Hammons to subject each and every JQH Subject Hotel to the terms and provisions of the ROFR (as modified hereby).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JD HOLDINGS, LLC

Witness

By: _____
Jonathan D. Eilian, Sole Member

Witness

Witness

JOHN Q. HAMMONS

Witness

JOHN Q. HAMMONS, TRUSTEE OF THE REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF HUNTSVILLE, LLC

By: JOHN Q. HAMMONS HOTELS DEVELOPMENT, LLC, its Sole Member

By:_____
Name: John Q. Hammons
Title: President

(signatures continued on following page)

11. JQH Entities. By executing this Agreement and Amendment JD Holdings is not agreeing that the list of entities comprising Hammons and set forth on Schedule 1 is complete and accurate and is not waiving or modifying the obligation of Hammons to subject each and every JQH Subject Hotel to the terms and provisions of the ROFR (as modified hereby).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

JD HOLDINGS, LLC

_____ By: _____
Witness Jonathan D. Eilian, Sole Member

_____
Witness

_____
Witness JOHN Q. HAMMONS

_____
Witness JOHN Q. HAMMONS, TRUSTEE OF THE REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF HUNTSVILLE, LLC

By: JOHN Q. HAMMONS HOTELS DEVELOPMENT, LLC, its Sole Member

By: _____
Name: John Q. Hammons
Title: President

(signatures continued on following page)

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(signatures to Amended and Restated Agreement – continued)

RICHARDSON HAMMONS, LP

By: Hammons of Richardson, LLC, its general partner

By: Hammons of Franklin, LLC, its sole member

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated

By: _____
Name: John Q. Hammons
Its: Trustee

HAMMONS OF RICHARDSON, LLC

By: Hammons of Franklin, LLC, its sole member

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated

By: _____
Name: John Q. Hammons
Its: Trustee

(signature pages continued)

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(signatures to Amended and Restated Agreement – continued)

HAMMONS OF FRANKLIN, LLC;
HAMMONS OF COLORADO, LLC;
HAMMONS OF NEW MEXICO, LLC;
HAMMONS OF SOUTH CAROLINA, LLC;
HAMMONS OF LINCOLN, LLC;
HAMMONS OF OKLAHOMA CITY, LLC;
HAMMONS OF SIOUX FALLS, LLC;
HAMMONS OF TULSA, LLC;
CHATEAU LAKE, LLC;
JQH – EAST PEORIA DEVELOPMENT, LLC;
JQH – ALLEN DEVELOPMENT, LLC;
JOHN Q HAMMONS FALL 2006, LLC

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, the sole member of each of the above-listed companies

By: _____
Name: John Q. Hammons
Its: Trustee

CITY CENTRE HOTEL CORPORATION, a Kansas corporation

By: _____
Name: John Q. Hammons
Its: President

(signature pages continued)

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(signatures to Amended and Restated Agreement – continued)

JQH – ROGERS CONVENTION CENTER DEVELOPMENT, LLC

JQH – CONCORD DEVELOPMENT, LLC
JQH – GLENDALE, AZ DEVELOPMENT, LLC
JQH – SAN MARCOS DEVELOPMENT, LLC

By: John Q. Hammons Hotels Development, LLC, the sole member of each of the above-listed companies

By: Q.
Name: John Q. Hammons
Its: President

JQH – LA VISTA CY DEVELOPMENT, LLC;
JQH – FT. SMITH DEVELOPMENT, LLC;
JQH – KANSAS CITY DEVELOPMENT, LLC;
JQH – OKLAHOMA CITY BRICKTOWN DEVELOPMENT, LLC;
JQH – LA VISTA III DEVELOPMENT, LLC;
JQH – LA VISTA CONFERENCE CENTER DEVELOPMENT, LLC;
JQH – MURFREESBORO DEVELOPMENT, LLC;
JQH – NORMAL DEVELOPMENT, LLC;
JQH – NORMAN DEVELOPMENT, LLC

By: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, As Amended And Restated, the manager of each of the above-listed companies

By:
Name: John Q. Hammons
Its: Trustee

Schedule 1

JQH ENTITIES

Hammons of New Mexico, LLC
Chateau Lake, LLC
JQH – East Peoria Development, LLC
Richardson Hammons, LP
John Q. Hammons Fall 2006, LLC
JQH – Ft. Smith Development, LLC
JQH – Glendale, AZ Development, LLC
Hammons of Huntsville, LLC
JQH – Kansas City Development, LLC
JQH – La Vista III Development, LLC
JQH – La Vista Conference Center Development, LLC
Hammons of Lincoln, LLC
JQH – Murfreesboro Development, LLC
JQH – Norman Development, LLC
JQH – Normal Development, LLC
Hammons of South Carolina, LLC
Hammons of Oklahoma City, LLC
JQH – Oklahoma City Bricktown Development, LLC
JQH – Rogers Convention Center Development, LLC
JQH – San Marcos Development, LLC
Hammons of Sioux Falls, LLC
City Center Hotel Corporation
Hammons of Tulsa, LLC
JQH – La Vista CY Development, LLC
JQH – Allen Development, LLC
JQH – Concord Development, LLC
Hammons of Richardson, LLC
Hammons of Franklin, LLC
Hammons of Colorado, LLC

Schedule 2

TERMS OF SELLER FINANCING

Hammons hereby irrevocably commits to provide, or cause the applicable seller of the JQH Subject Hotel to provide, seller financing to the Sponsor Entity acquiring the JQH Subject Hotel on the terms and provisions below. All capitalized terms use herein shall have the meaning ascribed to such term in the Agreement and Amendment to which this Schedule 2 is attached.

Lender: The seller of the applicable JQH Subject Hotel ("Lender").

Borrower: The owner of 100% of the equity in the SPV (described below) acquiring the JQH Subject Hotel.

Amount of Seller Financing: Subject to the limitations described herein, an amount equal to 22.5% of the cumulative purchase prices paid or payable by the Sponsor Entity to the sellers of the JQH Subject Hotels, inclusive of all third party transaction, closing, and PIP costs incurred by each Sponsor Entity if, in the case of PIP costs only, a PIP is triggered by a "change of control" of the applicable JQH Subject Hotel (herein, the "All-In Purchase Price").

Notwithstanding the foregoing: (i) on an aggregate and cumulative basis, the purchasers of the applicable JQH Subject Hotels must fund as equity in connection with the purchase of the JQH Subject Hotels, an aggregate minimum amount at least equal to 10% of the amount by which the All-In Purchase Price paid or payable for all JQH Subject Hotels exceeds the initial applicable senior acquisition financing obtained (or assumed) by the purchasers of all JQH Subject Hotels; (ii) in no event shall a Sponsor Entity obtain any new first mortgage financing (excludes all loans which are assumed) in excess of 67.5% of the All-In Purchase Price; and (iii) to the extent there is a sale of a JQH Subject Hotel pursuant to the ROFR prior to the demise of JQH and if: (i) the actual income tax payable by JQH as a result of such sales exceeds the gross cash consideration paid to JQH in connection with such sale; (ii) the taxes payable in excess of the consideration received will not be sheltered or offset by other losses or NOLs (to be confirmed in writing by JQH's accountant) (the net taxes due in excess of the consideration received and after taking into account available losses and NOLs is referred to herein as the "Net Tax Payment"); (iii) the sale is not structured as a like kind exchange; and (iv) following the payment of the Net Tax Payment, Hammons will have "Cash on Hand" (defined to mean cash, marketable securities and amounts available to be drawn on a credit lines) of less than $30,000,000, then the amount of Hammons financing required to be provided shall be reduced by the lesser of: (a) the Net Tax Payment; or (b) the amount by which the Cash on Hand following payment of the Net Tax Payment is less than $30,000,000, but in all events the amount of seller financing may not be less than 11.25% of the All-In Purchase Price (i.e. the maximum reduction in the amount of the financing is 11.25% of the All-In Purchase Price) and the limit on new first mortgage financing shall be similarly

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adjusted (as an example if the financing is reduced to 11.25% of the All-In-Purchase Price the cap on the new first mortgage financing is increased from 67.5% to 78.75%).

Term: 5 years

Prepayment: Seller financing is prepayable, at any time, in whole or in part, without penalty.

Interest Rate: 30 day LIBOR (determined based on quotes in Wall Street Journal two business days in advance of each month) + 3.75% for years 1-3, increasing 75 basis points per year thereafter, payable monthly, in arrears, based on a 365 day year. Amortization: Interest only for five years.

Collateral: Each JQH Subject Hotel will be acquired in a newly formed special purpose vehicle ("SPV") Each SPV will be a wholly owned (direct or indirect) subsidiary of a single parent company ("Newco") which will be an affiliate of Sponsor Entity. The seller financing described herein for each JQH Subject Hotel will be subordinate to the first mortgage financing on the applicable JQH Subject Hotel and shall be secured by a pledge of equity in the SPV owning such hotel. To the extent required by the senior lender, the Lender providing the seller financing will execute any form of intercreditor/subordination/standstill agreement customarily required by the applicable senior lender. To the extent the senior lender prohibits a pledge of equity as collateral for the seller financing after borrower has made commercially reasonable efforts to structure the seller financing as subordinate debt, then the seller financing shall be structured as preferred equity or other reasonably acceptable structure which meets the requirements of the applicable senior lender. To the extent required, Lender will reasonably cooperate to structure the financing in compliance with REIT rules.

Notice and Cure Periods. 10 business days for payment defaults and 60 days for non-monetary defaults; provided, however, if a non-monetary default cannot reasonably be cured within 60 days then the borrower shall have such additional time as may be necessary to cure such default so long as the borrower has promptly commenced and is diligently pursuing curing such default.

Guarantee: Full payment guaranty to be provided by Newco. No other recourse to any other direct or indirect owner of any SPV, other than the pledge of collateral described above.

Covenants: Non-financial covenants, including reporting, to be within the reasonable discretion of the Lender but may not be more restrictive than the non-financial covenants applicable to the senior lender. There shall be no financial covenants applicable to the seller financing. In no event following the closing of the acquisition of a JQH Subject Hotel shall the borrower under the seller financing refinance any senior financing for an amount in excess of the greater of: (a) 67.5% of the All-In- Purchase Price; or (b) the balance of the senior financing at the time of the purchase of the JQH Subject Hotel (plus

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any interest which accrues thereon) plus all costs and expenses incurred in connection with obtaining the replacement financing, unless any such excess is paid to Lender.

Event of Default. Customary, and in no event more restrictive than the events of default under the senior loan. Default interest rate of 5% per annum in excess of the stated interest rate.

Rights to Transfer: Direct and indirect equity interests in the Sponsor Entity shall be freely transferable as follows: (i) for estate planning purposes so long as Jonathan Eilian or his heirs retains control (directly or indirectly) of Sponsor Entity (ii) up to 80% of the equity may be transferred so long as Jonathan Eilian or his heirs retains control (directly or indirectly) of the Sponsor Entity; (iii) as required in connection with any going public transaction, so long as at the time of the going public transaction Jonathan Eilian (or entities controlled by Jonathan Eilian or his heirs): (a) has the right to appoint not less than 2 board seats of the new public company; and (b) owns, directly or indirectly, not less than 10% of the shares of the public company and (iv) any other transfer which is acceptable to the senior lender and is consented to in writing by Lender in advance of the transfer in its sole discretion. Sponsor Entity shall provide Lender notice no less than ten (10) business days in advance of any permitted transfer, along with reasonably detailed explanation of the terms of the proposed transfer which, in the event of a transfer of equity, shall include identification of the transferee and the transferee's ownership stake, subject to any required confidentiality agreement.

Loan Documents: Customary and reasonable incorporating the terms on this Schedule 2.

Closing Date: Simultaneously with closing of acquisition.

Governing law: New York

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EXHIBIT C

ANNEX A

JQH Subject Hotels:

1. The Embassy Suites Huntsville - Hotel & Spa, located at 800 Monroe Street, Huntsville, AL 35801 and listed at Exhibit A #B.1 to the ROFR Agreement.

2. The Courtyard Fort Smith Downtown, located at 900 Rogers Ave., Ft Smith, AR 72901 and listed at Exhibit A #B.10 to the ROFR Agreement.

3. The Embassy Suites Hot Springs - Hotel & Spa, located at 400 Convention Boulevard, Hot Springs, AR 71901 and listed at Exhibit A #12 to the ROFR Agreement.

4. The Embassy Suites Northwest Arkansas - Hotel, Spa & Convention Center, located at 3303 Pinnacle Hills Parkway, Rogers, AR 72758 and listed at Exhibit A #9 to the ROFR Agreement.

5. The Renaissance Phoenix Glendale Hotel & Spa, located at 9495 W. Coyotes Blvd., Glendale, AZ 85305.

6. The Embassy Suites Loveland - Hotel, Spa & Conference Center, located at 4705 Clydesdale Parkway, Loveland, CO 80538 and listed at Exhibit A #B.4 to the ROFR Agreement.

7. The Embassy Suites East Peoria - Hotel & Riverfront Conference Center, located at 100 Conference Center Drive, East Peoria, IL 61611 and listed at Exhibit A #B.2 to the ROFR Agreement.

8. The Bloomington-Normal Marriott Hotel & Conference Center, located at 201 Broadway Ave., Normal, IL 61761 and listed at Exhibit A #B.7 to the ROFR Agreement.

9. The Marriott Courtyard Junction City, located at 310 Hammons Dr., Junction City, KS 66441 and listed at Exhibit A #14 to the ROFR Agreement, and the adjacent conference center.

10. The Chateau on the Lake Resort Spa & Convention Center, located at 415 North State Highway, Branson, MO 65616 and listed at Exhibit A #20 to the ROFR Agreement.

11. The Residence Inn Joplin, located at 3128 East Hammons Blvd., Joplin, MO 64804 and listed at Exhibit A #B.13 to the ROFR Agreement.

12. The Residence Inn Kansas City Airport, located at 10300 North Ambassador Drive, Kansas City, MO 64153.

13. The Embassy Suites St. Louis - St. Charles, located at Two Convention Center Plaza, Saint Charles, MO 63303 and listed at Exhibit A #17 to the ROFR Agreement.

14. The University Plaza Hotel and Convention Center, located at 333 S John Q. Hammons Parkway, Springfield, MO 65806 and listed at Exhibit A #2 to the ROFR Agreement.

15. The Courtyard by Marriott Springfield Airport, located at 3527 West Kearney, Springfield, MO 65803 and listed at Exhibit A #1 to the ROFR Agreement.

16. The Holiday Inn Express & Suites Springfield, located at 1117 E. St. Louis, Springfield, MO 65806 and listed at Exhibit A #18 to the ROFR Agreement.

17. The Residence Inn Springfield, located at 1303 East Kingsley St., Springfield, MO 65804 and listed at Exhibit A #8 to the ROFR Agreement.

18. The Embassy Suites Charlotte - Concord Golf Resort & Spa, located at 5400 John Q. Hammons Dr. NW, Concord, NC 28027 and listed at Exhibit A #B.3 to the ROFR Agreement.

19. The Courtyard by Marriott Omaha – La Vista, located at 12560 Westport Parkway, La Vista, NE 68128 and listed at Exhibit A #B.7 to the ROFR Agreement.

20. The Embassy Suites Omaha-La Vista/Hotel & Conference Center, located at 12520 Westport Parkway, La Vista, NE 68128.

21. The Embassy Suites Lincoln, located at 1040 P Street, Lincoln, NE 68508 and listed at Exhibit A #3 to the ROFR Agreement.

22. The Embassy Suites Albuquerque Hotel & Spa, located at 1000 Woodward Pl NE, Albuquerque, NM 87102 and listed at Exhibit A #15 to the ROFR Agreement.

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23. The Embassy Suites Norman - Hotel & Conference Center, located at 2501 Conference Drive, Norman, OK 73069.

24. The Residence Inn Oklahoma City Downtown/Bricktown, located at 400 East Reno Ave., Oklahoma City, OK 73104 and listed at Exhibit A #B.8 to the ROFR Agreement.

25. The Marriott Courtyard Oklahoma City Downtown, located at 2 West Reno Ave., Oklahoma City, OK 73102 and listed at Exhibit A #10 to the ROFR Agreement, and the adjacent parking garage.

26. The Renaissance Tulsa Hotel & Convention Center, located at 6808 South 107th East Ave., Tulsa, OK 74133 and listed at Exhibit A #11 to the ROFR Agreement.

27. The Residence Inn Charleston Airport, located at 5035 International Blvd., North Charleston, SC 29418 and listed at Exhibit A #13 to the ROFR Agreement.

28. The Sheraton Sioux Falls Hotel & Convention Center, located at 1211 West Avenue North, Sioux Falls, SD 57104 and listed at Exhibit A #5 to the ROFR Agreement.

29. The Embassy Suites Nashville South Cool Springs, located at 820 Crescent Centre Drive, Franklin, TN 37067 and listed at Exhibit A #6 to the ROFR Agreement, and the adjacent parking lot.

30. The Embassy Suites Nashville SE - Murfreesboro, located at 1200 Conference Center Boulevard, Murfreesboro, TN 37129, and the adjacent convention center.

31. The Courtyard Dallas Allen @ The John Q Hammons Center, located at 210 E. Stacy Road, Allen, TX 75002-8732.

32. The Embassy Suites Dallas Frisco Hotel Convention Center & Spa, located at 7600 John Q. Hammons Drive, Frisco, TX 75034 and listed at Exhibit A #16 to the ROFR Agreement, and the adjacent parking garage.

33. The Richardson Renaissance Hotel and Convention Center, located at 900 E. Lookout Drive, Richardson, TX 75082 and listed at Exhibit A #7 to the ROFR Agreement.

34. The Embassy Suites San Marcos - Hotel, Spa & Conference Center, located at 1001 E. McCarty Lane, San Marcos, TX 78666 and listed at Exhibit A #B.5 to the ROFR Agreement.

35. The Embassy Suites Hampton Roads-Hotel, Spa & Convention Center, located at 1700 Coliseum Drive, Hampton, VA 23666 and listed at Exhibit A #19 to the ROFR Agreement, and the adjacent parking lot.

36. The Embassy Suites Salt Lake/West Valley City, located at 3524 S. Market St., West Valley City, UT 84119.

37. The Café adjacent to the Courtyard by Marriott Springfield Airport, located at 3527 West Kearney, Springfield, MO 65803.

38. The Chateau on the Lake of the Ozarks, located at Osage Beach, MO.

39. .94 Acre Parking Lot adjacent to the Embassy Suites Hot Springs - Hotel & Spa, located at 400 Convention Boulevard, Hot Springs, AR 71901.

40. John Q. Hammons Hotels Management, LLC.

41. The JQH Trust's interest in Winegardner & Hammons, Inc.

42. The JQH Trust's interest in W&H Realty, Inc.

43. The JQH Trust's interest in Des Plaines Development Corporation.

44. The JQH Trust's interest in Plaza Associates Partnership.

45. 63 Acre Commercial and Industrial Site along Interstate 44 in Joplin, MO.

46. Commercial Site in Lindon, UT.

47. 31 Acre Property in Osage Beach, MO.

48. 42 Acre Commercial Development Site located at or near Mingo Valley Expressway & 71st Street in Tulsa, OK.

49. 11.993 Acre Commercial Site adjacent to the Frisco Mall in Frisco, TX.

50. 123 Acre Property located near the Table Rock Dam Area in Branson, MO.

51. 14.47 Acre Commercial Site in Loveland, CO.

52. The Joplin Trade Center, located at 3535 Hammons Blvd, Joplin, MO 64804.

53. 66.28 Acre Property in Branson, MO.

54. Parking Garage located in Springfield, MO.

55. 2.78 Acre Commercial Site located in Albuquerque, NM.

56. 12 Acre Property located in Osage Beach, MO.

57. 11.16 Acre Property (Lot 11) located at or near 18005 W. 105th Street in Olathe, KS.

58. 17.7 Acre Commercial Site located at or near Interstate 44 and Airport Road in Springfield, MO.

59. Commercial Site in Pleasant Grove, UT.

60. 8 Acre "Hotel Site" located in Lake Norman, NC.

61. Improvement District Lot on St. Louis Street in Springfield, MO.

62. 9 Acre Commercial Site located at or near Gulf Freeway & Airport Road in Houston, TX.

63. 4.45 Acre Property on Kanis Blvd. in Little Rock, AR.

64. Commercial Site near Tiffany Springs Parkway in Kansas City, MO.

65. 21.05 Acre Property (known as the "Merriman Land"), located in Branson, MO.

66. 10.87 Acre Commercial Site located at or near Interstate 44 & U.S. 71 in Joplin, MO.

67. 6.2 Acre Commercial Site located at or near 1010 Garnett Road in East Tulsa, OK.

68. 2.271 Acre Commercial Site located at or near Interstate 80 & Interstate 35 in Des Moines, IA.

69. 5.44 Acre Commercial Site located in Cedar Rapids, IA.

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70. 3.7 Acre Property located in Madison, WI.

71. 2.08 Acre Commercial Site located in Reno, NV.

72. Property located at or near U.S. 50 & State Line in Lake Tahoe, NV.

73. Property located at or near 1132 Running Springs #8 in Walnut Creek, CA.

74. Property located on Walnut Street in Springfield, MO.

75. 1.82 Acres located at or near 11400 W. 12th Street in Little Rock, AR.

76. 2.1 Acre Commercial Site located at or near 8000 Tiffany Springs Road in Kansas City, MO.

77. The site at Journal Center, located in or around Albuquerque, New Mexico.

78. The commercial site located at I-80 and 126th Street located in or around La Vista, Nebraska.

79. The .5 Acre Property located in or around La Vista, Nebraska.

80. The site at Lot 17 located in or around La Vista, Nebraska.

81. The commercial site at I-49 located in or around Rogers, Arkansas.

82. The commercial sites at University Plaza located in or around Springfield, Missouri.

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EXHIBIT D

FIRST RESTATEMENT

OF

REVOCABLE TRUST AGREEMENT

OF

JOHN Q. HAMMONS

FIRST RESTATEMENT OF
REVOCABLE TRUST AGREEMENT OF JOHN Q. HAMMONS

TO: John Q. Hammons, as Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended.

Under the terms of Article XI of the trust agreement identified above, I reserved the right to amend or revoke that agreement from time to time, in whole or in part, by written instrument. Pursuant to that right, I have previously amended the agreement on two (2) occasions. I now desire to further amend that agreement in many particulars and believe that the amendments would be better understood if the entire agreement is again restated (except for the introductory paragraph immediately before Article I and any schedules attached thereto). Accordingly, in exercise of the right reserved to me, I amend that agreement by substituting for it this amending instrument, which sets forth all of the terms and conditions relating to the administration, investment, and distribution of the property now and from time to time hereafter held under that agreement ("trust principal"), and the income thereof after this date. My trust shall continue to be referred to as the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended and restated.

ARTICLE I
TRUST PROPERTY

The Grantor hereby declares that he has received in trust by transfer from himself as an individual, and that he holds as Trustee, the property held and titled in his name as Trustee, the receipt of which is hereby acknowledged by the Trustee, upon the express terms and conditions and with the powers and duties hereinafter set forth. Additional property, including bonds, cash, securities, real estate and other personal and real property, may be transferred in the future from time to time to the Trustee or Successor Trustees hereunder, as well as life insurance proceeds payable to the trust estate, and cash and property received through Pour-Over Wills and other Wills, and any additional property shall, upon becoming a part of the trust estate, be held, managed, invested, reinvested, and disposed of on the same terms and conditions as the property originally transferred, all of that property being hereinafter referred to as the "Trust Estate," for the uses and purposes hereinafter set forth.

ARTICLE II
DISPOSITIVE PROVISIONS

Trustee shall hold, manage, invest, and reinvest the Trust Estate, shall collect the income therefrom, and shall dispose of the net income and principal as follows:

A. During Grantor's Life. During the lifetime of the Grantor, the Trustee shall pay to the Grantor all of the net income of the Trust Estate in equal installments or more frequently. If at any time the Grantor should file with WILLIAM J. HART, of Springfield, Missouri, DANIEL L. EARLEY, of Cincinnati, Ohio, and JACQUELINE A. DOWDY, of Springfield, Missouri, the Successor Trustees herein named (hereinafter referred to as the "Successor Trustees") his resignation as Trustee, in writing, or should Grantor become

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incompetent, physically incapacitated, or for any other reason be unable to act in his own behalf or manage his own business affairs, then the Successor Trustees herein named shall take possession and control of the Trust Estate for the duration of Grantor's incompetency, incapacity or inability to act in his own behalf or manage his own business affairs, and shall pay to or apply for the benefit of the Grantor and his wife, JUANITA K. HAMMONS, so much of the net income and amounts from the principal of the Trust Estate as the Successor Trustees may from time to time deem necessary or advisable for their use and benefit in order to provide for the proper care, maintenance and support of the Grantor and his wife, Juanita K. Hammons. The determination as to the incompetency, incapacity, or inability of Grantor to act in his own behalf or manage his own business affairs shall be made by the Successor Trustees, unless determined by a court of proper jurisdiction, upon certification thereof to them by two qualified medical doctors, acknowledged by a qualified notary public or other public official in proper form for recording. Any payments of income or principal made by the Successor Trustees for the use and benefit of the Grantor and his wife hereunder, shall be made in any one or more of the following ways as the Successor Trustees may deem best: Directly to the Grantor; to the legally appointed guardian or conservator of the Grantor; to Grantor's wife, Juanita K. Hammons, for the benefit of Grantor and herself, or by the Successor Trustees using it directly for the care, support and maintenance of the Grantor and his wife without the intervention of any legal guardian or conservator.

B. Subsequent to Grantor's Death. Upon the death of the Grantor, the trust created herein shall become irrevocable and the Trust Estate shall be held, administered and distributed by the Successor Trustees in the manner and in accordance with the provisions, terms and conditions hereof. The Successor Trustees shall pay out of the Trust Estate all expenses of Grantor's last illness and burial, all lawful debts owed by Grantor at the time of his death which are then due and enforceable and which are not paid by the personal representatives of his probate estate, and any and all inheritance, succession, and estate taxes payable on account of his death as hereinafter provided in ARTICLE IX. The Successor Trustees shall, within one year following the date of Grantor's death, pay the following specific bequests to the persons and to the institutions, which are then qualified as exempt organizations, named in this Article II, paragraph B in accordance with the provisions hereinafter set forth in this Article:

1. To SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri:

(a) that amount of money which is equivalent to the difference, if any, between the sum of One Million Dollars ($1,000,000.00) and the aggregate amount of the donations made by the Grantor to that University during his lifetime that were designated for the "Hammons Center," to be used for that Center pursuant to the Agreement dated July 31, 1976,

(b) for the "Juanita K. Hammons Hall for the Performing Arts" the sum of Two Million Dollars ($2,000,000.00) less the aggregate amount of the donations made by Grantor to the University during Grantor's lifetime that were designated for that Hall for the Performing Arts,

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(c) to SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri, the sum of Two Hundred Thousand Dollars ($200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide two scholarships each year for students who are either juniors or seniors enrolled at Southwest Missouri State University and who are, in the opinion of the President of the University and the respective Deans of the schools or departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. It is Grantor's wish and desire (but he does not require) that these Hammons Scholars shall be selected during the second semester of their sophomore years at Southwest Missouri State University. In selecting the Hammons Scholars each year, one shall be chosen from the Department of Home Economics who is majoring in Hotel-Restaurant Administration, and one shall be selected from those students majoring in Finance and Economics; provided, that, in the event there shall in any year be no student in one of the foregoing disciplines who is considered to be deserving of the Hammons Scholarship, then the scholarship in that discipline shall be awarded to a student from the other discipline hereinabove specified, and

(d) to SOUTHWEST MISSOURI STATE UNIVERSITY, Springfield, Missouri, the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman class, sophomore class, junior class and senior class who are enrolled at Southwest Missouri State University and who are, in the opinion of the President of the University and the respective Deans of the schools or departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. The recipients shall be the "John Q. Hammons Scholars." In selecting the John Q. Hammons Scholars each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the University and the University Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

2. To ST. JOHN'S REGIONAL HEALTH CENTER, Springfield, Missouri, a Missouri not-for-profit-corporation:

(a) for support of the "Hammons Life Line" that amount of money which is equivalent to the difference, if any, between the sum of Nine Hundred

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Thousand Dollars ($900,000.00) and the aggregate amount of the donations made by Grantor during his lifetime to St. John's Regional Health Center pursuant to the Agreement, dated as of the 15th day of January, 1984, that were designated for the use of the "Hammons Life Line" in the acquisition of the helicopter and other equipment utilized for the operations of its air ambulance service, and the sum of One Million Dollars ($1,000,000.00) to assist in the operation of the "Hammons Life Line," if it is still referred to by that name at the time of Grantor's death and St. John's Regional Health Center agrees, at the time of the gift, to retain that name for at least ten (10) additional years, and

(b) for the advancement and support of the programs and operations of the "Hammons Heart Institute," that amount of money which is equivalent to the difference between the sum of Two Million Dollars ($2,000,000.00) and the aggregate amount of those donations made by Grantor to said St. John's Regional Health Center during his lifetime that were designated for the "Hammons Heart Institute."

3. To DRURY COLLEGE, Springfield, Missouri:

(a) that amount of money which is required, over and above the cash reserve fund and any other funds then available to Drury College that were derived by it from the sale of the Variable Rate Demand Educational Facilities Revenue Bonds (Drury College), Series 1996A issued by the Health and Educational Facilities Authority of the State of Missouri (the "Project Bonds") for the acquisition and construction by Drury College of its School of Architecture Building (which has been named "The John Q. Hammons School of Architecture"), for the payment and retirement of the balance of Two Million Six Hundred Ninety Thousand ($2,690,000.00) of the Project Bonds then outstanding, including interest thereon to the date of payment of this bequest, in accordance with the Amended and Restated Donation Agreement and the Reimbursement Agreement dated August 21, 1996,

(b) that amount of money annually which is necessary to pay the annual interest due subsequent to the Grantor's death on the principal amount of One Million Dollars ($1,000,000.00) of bonds for the Trustee Science Center at Drury College, based upon a twenty-five (25) year amortization, which is estimated to be Seventy-Five Thousand Dollars ($75,000.00) annually,

(c) that sum of money which is equivalent to the difference, if any, between One Million Dollars ($1,000,000.00) and the aggregate amount of the contribution made by Grantor during his lifetime to Drury College designated by Grantor for payment of principal of Trustee Science Center at Drury College bonds, and

(d) the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman

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class, sophomore class, junior class and senior class who are enrolled at Drury College and who are, in the opinion of the President of the College and the respective Deans of the departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. In selecting the "John Q. Hammons Scholars" each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the College and the College Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

4. To COLLEGE OF THE OZARKS, Point Lookout, Missouri, the sum of One Million Two Hundred Thousand Dollars ($1,200,000.00) as an endowment to be used for the establishment and maintenance of the "John Q. Hammons Scholarship Fund," the income from which shall be used to provide four scholarships each year in the amount of Fifteen Thousand Dollars ($15,000.00) each. The scholarships shall be awarded to a student from the freshman class, sophomore class, junior class and senior class who are enrolled at College of the Ozarks and who are, in the opinion of the President of the College and the respective Deans of the departments in which the selected students are pursuing their majors, meritorious students in need of financial assistance. In selecting the "John Q. Hammons Scholars" each year, consideration should be given to students who are majoring or concentrating in the areas of Hotel-Restaurant Management, Finance, Economics or Business Administration; provided, that, in the event there shall in any year be no student from a respective class studying in one of the foregoing disciplines who is considered to be deserving of the John Q. Hammons Scholarship, then the scholarship shall be awarded to a student from another discipline who has shown exceptional academic achievement in such discipline. Periodically, subject to the discretion of the President of the College and the College Endowment Committee, the amount of the annual scholarship shall be increased to compensate for inflation and escalating tuition and school expenses; however, the increase in the amount of the annual scholarship shall not exceed ten percent (10%) over any three year period.

5. To the FIRST BAPTIST CHURCH of Fairview, Missouri, as a memorial to Grantor's father and mother, James O. Hammons and Hortense Bass Hammons, the sum of Twenty-Five Thousand Dollars ($25,000.00).

6. To the CITY OF FAIRVIEW, MISSOURI, for the establishment of an endowment fund to be used for the operation and maintenance of the John Q. Hammons Community Center, the sum of One Hundred Thousand Dollars ($100,000.00).

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7. To the appropriate persons or entity, as determined by the Trustees, for the upkeep, maintenance and expansion of the DICE CEMETERY, west of Fairview, Missouri, the sum of Twenty-Five Thousand Dollars ($25,000.00).

8. To SPRINGFIELD LITTLE THEATRE, INC., SPRINGFIELD REGIONAL OPERA, SPRINGFIELD SYMPHONY ASSOCIATION, and SPRINGFIELD BALLET COMPANY, all of Springfield, Missouri, that amount of money which is equivalent to the difference, if any, between Two Hundred Thousand Dollars ($200,000.00) and the aggregate amount of the contributions made by Grantor during his lifetime to such organizations, this bequest to be divided equally between them. It is the Grantor's intent that after taking into account the aggregate amount of contributions made to these organizations during his lifetime, that each of the named organizations receive equal distributions, in the aggregate.

9. To OZARKS PUBLIC TELECOMMUNICATIONS, INC., of Springfield, Missouri ("Public TV"):

(a) the amount of money that is equivalent to the difference between the sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) and the aggregate amount of those donations made by Grantor to Public TV, subsequent to December 28, 1989, designated by Grantor as "challenge grant", to be used by Public TV for the establishment of a perpetual endowment fund, to be designated as the "John Q. Hammons Memorial Fund," the net income of which shall be used for the expansion, development, maintenance and operation of KOZK Channel 21 and KOZJ Channel 26, and/or other channels which shall be assigned to it, as a public television service to the people of Southwest Missouri and surrounding area, and

(b) the amount of money that is equivalent to the difference between the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) and the aggregate amount of those donations made by Grantor to Public TV, subsequent to January 25, 1993, designated by Grantor as "challenge grant" pursuant to Grantor's letter to Public TV dated January 25, 1993.

10. To THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION of Springfield, Missouri, that amount of money which is equivalent to the difference between the sum of One Million Dollars ($1,000,000.00) and the aggregate amount of those donations made by Grantor to THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION during his lifetime which were designated as "challenge grants" pledged pursuant to a letter from Grantor to THE SPRINGFIELD PUBLIC SCHOOLS FOUNDATION dated May 18, 1992.

11. To OZARKS TECHNICAL COMMUNITY COLLEGE of Springfield, Missouri, that amount of money which is equivalent to the difference between the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) and the aggregate amount of those donations made by Grantor to OZARKS TECHNICAL COMMUNITY COLLEGE during his lifetime for the construction of a fountain along Chestnut Expressway.

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REDACTED

C. Marital Trust. If Grantor's wife, JUANITA K. HAMMONS, shall survive Grantor for a period of One Hundred Fifty (150) days following the date of his death, the Successor Trustees, namely, WILLIAM J. HART, of Springfield, Missouri, DANIEL L. EARLY, of Cincinnati, Ohio, and JACQUELINE A. DOWDY, of Springfield, Missouri, or their successors in trust, shall then divide the remaining Trust Estate into two portions to be designated the "MARITAL TRUST" and the "CHARITABLE TRUST", and shall hold and administer each of them as a separate trust in accordance with the provisions of this Trust Agreement. One-half (1/2) of all the rest, residue and remainder of the Trust Estate, real, personal and mixed, of whatsoever kind or nature and wheresoever located, shall be allocated to the MARITAL TRUST. The Successor Trustees are specifically authorized to fund these trusts in cash or in kind, or partly in cash and partly in kind, in the sole and absolute discretion of the successor Trustee; provided that (1) only assets qualifying for the marital deduction for Federal estate tax purposes are allocated to the Marital Trust and (2) all property so allocated shall be distributed to the trusts at fair market values current at the date(s) of the distribution(s), wholly or

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partially in cash or in kind. The marital deduction trust shall be known as the "MARITAL TRUST" and shall be held, administered and disposed of as follows:

1. Distribution of Income. The Successor Trustees shall pay to the Grantor's wife, JUANITA K. HAMMONS, for life, all of the income of the MARITAL TRUST, in regular monthly or other convenient installments, but at least quarter-annually. From time to time, Grantor's wife, JUANITA K. HAMMONS, may request the Successor Trustees to not distribute all or a portion of the income of the MARITAL TRUST to her, and that request by Grantor's wife shall be revocable by her at any time. Any undistributed income shall be accumulated; provided, however, that undistributed income shall be subject to the power of appointment granted to Grantor's wife in subparagraph (3) below. The word "income" as used herein, shall have the same meaning as that word has for marital deduction purposes under the federal estate tax laws in effect at the Grantor's death.

2. Distribution of Principal. The Successor Trustees shall distribute to the Grantor's wife, JUANITA K. HAMMONS, from time to time, those amounts of the principal of the MARITAL TRUST as necessary to provide for her health, maintenance and/or support. In making those distributions, the Successor Trustees shall take into consideration all other sources of support which the Grantor's wife may have to the knowledge of the Successor Trustees. It is the Grantor's desire that Grantor's wife be able to live in a manner which shall be consistent with her accustomed manner of living.

3. Distribution Upon Death of Grantor's Wife. Upon the death of the Grantor's wife, JUANITA K. HAMMONS, the MARITAL TRUST shall be distributed as follows:

(a) The Grantor's wife shall have the power to appoint all or any portion of the accrued and undistributed income of the MARITAL TRUST to such one or more persons or entities (including the estate of the Grantor's wife), in such portions, amounts and manner, as she may appoint by a Will or other written document, signed and acknowledged, which specifically refers to this power of appointment. If or to the extent this power of appointment is not effectively exercised, the income shall be distributed in the same manner as the principal of the MARITAL TRUST.

(b) The rest of the MARITAL TRUST shall be added to the CHARITABLE TRUST, provided for in Paragraph D of this Article below, and the Successor Trustees shall hold, administer and manage it under the provisions of and as part of the CHARITABLE TRUST during the term of that Trust for the benefit of the respective beneficiaries thereof, with the net income therefrom to be paid and the principal to be distributed to those beneficiaries, for the same purposes, in the same proportions, and in the same manner as is hereafter provided in Paragraph D of this Article.

4. Intent to Quality for Marital Deduction. It is the Grantor's intent that this Marital Trust and any distribution made to this Trust shall fully qualify for the allowance of a marital deduction to the Grantor's estate for federal estate tax purposes. Therefore, all

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provisions of this Trust Agreement, including those granting powers of management and control of trust assets to the Successor Trustees, shall be construed and administered so as to carry out this intent, and any provision inconsistent with this intent shall be void. No power or discretion granted to the Successor Trustees or to any other person shall be exercised or exercisable with respect to this Marital Trust except in a manner consistent with this intent. Specifically, no provision of this Trust Agreement shall be deemed in any manner to (a) limit the right of the Grantor's wife to receive, or have used and applied for the exclusive benefit of the Grantor's wife, the entire income of this Marital Trust, currently, so long as the Grantor's wife shall live, (b) diminish or restrict the absolute power of the Grantor's wife to exercise, alone and in all events, the general testamentary power of appointment over the accrued but undistributed income of the Marital Trust, or (c) during the lifetime of the Grantor's wife, allow any person, including the Grantor's wife, to appoint any part of the Marital Trust to any person other than the Grantor's wife.

5. Conversion of Unproductive Property. If, at any time during the life of the Grantor's wife, the Marital Trust contains any assets which are unproductive of income, the Grantor's wife shall have the right, by written instrument delivered to the Successor Trustees, to require the Successor Trustees of the Marital Trust to dispose of that property and to reinvest the proceeds in productive property.

6. Division of Trust Estate Due to Partial Election. If the Grantor's Personal Representative determines to make a partial election under Section 2056(b)(7) of the Internal Revenue Code with respect to the gift to this Marital Trust, and if Treasury Regulations promulgated under that Code section shall permit the action contemplated by this provision without adversely affecting the deductibility of the gift to this trust for marital deduction purposes, then the Trustee, in the Trustee's sole discretion, may divide the trust estate into two separate and independent trust estates to be designated as the Marital Trust and the Non-Marital Trust. The dispositive, administrative and other provisions of each of the separate and independent trusts shall be identical to the provisions of the Marital Trust under this Article. This division shall be made with those formalities and in a manner as will comply with the requirements of the applicable Treasury Regulations. If the Treasury Regulations do not prescribe any formalities for the division, the Trustee shall execute an appropriate instrument specifying the facts and the manner of the division and shall file the instrument in the Probate Court or other court having jurisdiction over the Grantor's estate or, if it is not possible or practical to file the instrument in the Probate Court or other court, the Trustee shall deliver the instrument to the Grantor's spouse. A division of the trust estate under this Paragraph shall be made only if, as a result of the division, all of the assets of the Marital Trust under this Paragraph and none of the assets of the Non-Marital Trust under this Paragraph will be subject to the provisions of Sections 2044 and 2519 of the Internal Revenue Code. If the trust estate is so divided, all distributions which may have been made prior to the division shall be charged against the portion which, as a result of the partial election, will qualify for the federal estate tax marital deduction. It is the Grantor's expectation that no distribution of principal should be made to the Grantor's spouse from the non-marital portion (prior to any division of the trust estate) or from the Non-Marital Trust (after the trust has been divided) until all of the marital portion or the trust estate of the Marital Trust has been exhausted.

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D. Charitable Trust. The remaining one-half (1/2) of the rest, residue and remainder of the Grantor's Trust Estate shall be allocated to the CHARITABLE TRUST and shall be held, administered and disposed of as follows:

1. Distributions of Principal and Income. The Successor Trustees shall pay over to the tax exempt organizations listed on Schedule A, which the Grantor shall execute and attach to this Trust Agreement from time to time, all of the net income of the CHARITABLE TRUST, at least annually, in pro rata portions taking into account the principal amount and/or percentage designated to be received by each of the tax exempt organizations upon termination of the CHARITABLE TRUST. Each time the Grantor executes a Schedule A, it shall be deemed to be an amendment to this Trust Agreement, incorporated into this subparagraph by reference on the date it is executed, and the Successor Trustees shall make the distributions in accordance with that Schedule A. Furthermore, the Successor Trustee shall pay over to the tax exempt organizations listed on Exhibit A principal distributions from the trust estate, in pro rata portions taking into account the principal amount and/or percentage designated to be received by each of the tax exempt organizations upon termination of the CHARITABLE TRUST, at those times, in the manner and in the amounts as to avoid the imposition of a tax under Section 4942 of the Code.

2. Purpose and Charitable Intent. The trust estate of the CHARITABLE TRUST shall be administered and distributed exclusively for religious, charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (hereinafter called the "Code"). In the event any of the organizations listed on Schedule A are not then in existence or any distribution to an organization would not qualify as a distribution to an exempt organization described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, the Successor Trustees shall distribute that designated principal and accumulated income to the other organizations listed on Schedule A then so qualifying as exempt organizations, in those amounts as the Successor Trustees shall determine. In the event none of the organizations listed on Schedule A are then in existence or are then exempt organizations described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, or if the Grantor fails to execute and attach to this Trust Agreement a Schedule A, the Successor Trustees shall distribute the principal and accumulated income of the CHARITABLE TRUST to one or more exempt organizations as described in Section 170(c), Section 2522(a) or (b), and Section 2055(a) of the Code, gifts to which would be deductible for Federal income, gift and estate tax purposes, as the members of the Trust Committee established in Article IV shall, in their sole discretion, select as most nearly meeting the Grantor's charitable desires and in those amounts as they shall determine.

3. Perpetual Term. The Charitable Trust shall continue indefinitely and shall terminate only when the Successor Trustees, in their sole and absolute discretion, determine it necessary to terminate the CHARITABLE TRUST. Upon the termination of the CHARITABLE TRUST, the Successor Trustees shall pay all of its debts and obligations incurred in the administration of the CHARITABLE TRUST which are then due and payable, and shall then distribute the remaining principal and accumulated net income of the CHARITABLE

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TRUST to the tax exempt organizations in those amounts and/or percentages as listed on Schedule A. Any trust assets not so disposed of shall be disposed of by the Court having jurisdiction over the CHARITABLE TRUST in the county in which the principal office of the CHARITABLE TRUST is then located, exclusively for those purposes or to those organization or organizations, as the Court shall determine, which are organized and operated exclusively for those purposes.

4. Restriction on Use. No part of the net earnings of the trust estate of the CHARITABLE TRUST shall ever inure to the benefit of any private person. Furthermore, no substantial part of the activities of the CHARITABLE TRUST shall involve carrying on propaganda, or otherwise attempting, to influence legislation. The CHARITABLE TRUST shall not participate in or intervene in any political campaign on behalf of any candidate for public office (including the publishing or distributing of statements).

5. Authorization to Form Corporation. If at any time the Successor Trustees of the CHARITABLE TRUST determines that any part or all of the trust estate would be better or more conveniently administered in corporate form, or that incorporation of any part or all of the trust estate of the CHARITABLE TRUST would more conveniently or efficiently accomplish all or any of the purposes of the CHARITABLE TRUST as stated herein, then the Trustee may cause a corporation to be formed, bearing the name of the Grantor or any other appropriate name selected by the Successor Trustees and with those corporate powers and purposes (within the purposes of the CHARITABLE TRUST) as shall, in the Successor Trustee's judgment, be necessary or desirable to carry out the provisions of this Paragraph D. After a corporation has qualified as an organization exempt from taxation under the federal income tax laws then in effect, the Successor Trustees shall convey to that corporation that part or all of the trust estate of the CHARITABLE TRUST as the Successor Trustees shall determine. If a corporation is formed to administer any part or all of the CHARITABLE TRUST, the Successor Trustees then acting, and/or another person or persons as the Successor Trustees may designate, shall become incorporators and directors of the corporation, and the directors shall have all the powers given to the Successor Trustees under this Trust Agreement.

6. Statement of Intent. It is the Grantor's intent that (1) the CHARITABLE TRUST shall be exempt from federal income tax and (2) any gift to this CHARITABLE TRUST (including distributions from a decedent's estate or from any other trust) shall qualify for a charitable deduction under the applicable provisions of the Code. Any questions applicable to the CHARITABLE TRUST shall be resolved accordingly. No powers or discretion of the Successor Trustees with respect to the CHARITABLE TRUST shall be exercised or exercisable except in a manner consistent with this intent.

7. Limitation. Notwithstanding anything herein contained to the contrary, no Successor Trustee of the CHARITABLE TRUST shall (1) engage in any act of self-dealing as defined in Section 4941(d) of the Code, (2) retain any excess business holdings as defined in Section 4943(c) of the Code, (3) make any investments which jeopardize the carrying out of the purpose of the CHARITABLE TRUST as described in Section 4944 of the Code, or (4) make any taxable expenditure as defined in Section 4945(d) of the Code.

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E. Grantor Not Survived by Spouse. In the event the Grantor's wife, JUANITA K. HAMMONS, does not survive the Grantor as herebefore provided, all of the rest, residue and remainder of Grantor's Trust Estate shall be allocated to the CHARITABLE TRUST and shall be held, administered and disposed of as provided in Paragraph D of this Article II.

ARTICLE III
TRUST COMMITTEE

There is hereby established a Trust Committee which shall have the powers hereinafter granted in this ARTICLE III.

A. The initial Trust Committee shall consist of the following individuals: WILLIAM J. HART, of Springfield, Missouri, JACQUELINE A. DOWDY, of Springfield, Missouri, and JOHN J. SLABACH, of Cincinnati, Ohio.

B. The Grantor reserves the right to resign as Trustee, to remove the Successor Trustees named herein, and to appoint any individual(s) and/or financial institution(s) as the Successor Trustees. After the Grantor's death, or in the event he is no longer acting as the Trustee, the Trust Committee shall have the power to remove any of the Successor Trustees herein named and any other Successor Trustee appointed hereunder. The Trust Committee also shall have the power to appoint Successor Trustees to replace those removed, which power shall be exercised without undue delay. The Trust Committee shall act in its sole discretion in taking any action authorized in this paragraph and shall act by a majority of the members then serving. Any removal and appointment of any Trustee by the Trust Committee shall be by written instrument duly executed and acknowledged by a majority of the Trust Committee members then serving and by the newly appointed Trustee in proper form for recording in the office of the Recorder of Deeds of Greene County, Missouri. A member of the Trust Committee, or one of the other Successor Trustees then serving shall deliver a copy of the instrument to the Successor Trustee being removed, which delivery shall deprive immediately that Successor Trustee of all powers hereunder, except those powers appropriate to the administration of the Trust Estate during the time required for the transfer of the trust assets. No purchaser from, or other persons dealing with, any Successor Trustee hereunder is obligated to examine deed records, and any person acting in good faith shall be protected in all transactions with any Successor Trustee being removed hereunder, whether or not any replacement has taken place.

C. If, through any Trust Committee member's ceasing or failing to serve, the membership of the Trust Committee shall be reduced to less than three (3) individuals, the remaining members shall appoint by unanimous vote a sufficient number of persons to bring the total membership to three (3) individuals. Any person may be reappointed to serve as a member of the Trust Committee.

D. In carrying out its duties, the Trust Committee shall act in a fiduciary capacity but shall not be required to furnish bond. Each member of the Trust Committee shall be entitled to reimbursement for any out-of-pocket expenses incurred in the performance of that member's duties. No member of the Trust Committee shall be entitled to compensation as a member unless the member is a licensed attorney or certified public accountant and is not

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serving as a Successor Trustee; and, in that event, shall be compensated for services on the basis of that member's customary charges for legal or accounting services.

E. Neither the Trust Committee nor any member thereof, as a member of the Trust Committee, shall have any power to establish or alter the beneficial enjoyment of principal or income of the Trust Estate or any trust created or authorized in this Trust Agreement.

ARTICLE IV
SUCCESSOR TRUSTEES

A. Any Successor Trustee who resigns shall do so by delivering written notice of their resignation to the other Successor Trustees, to the members of the Trust Committee, and to each of the beneficiaries then entitled to receive any income of the Trust Estate, and by executing a written instrument duly acknowledged in proper form for recording in the office of the Recorder of Deeds of Greene County, Missouri, which delivery shall deprive immediately such resigning Successor Trustee of all powers hereunder, except those powers appropriate to the administration of the Trust Estate during the time required for the transfer of the trust assets. No purchaser from, or other person dealing with, any resigning Successor Trustee hereunder is obligated to examine deed records and any person acting in good faith shall be protected in all transactions with any resigning Trustee hereunder.

B. Except as otherwise limited by this Article, a Trustee, Co-Trustee or successor appointed under this Article may be an individual experienced in business and financial matters, or a bank or trust company having net assets under management in excess of One Billion Dollars ($1,000,000,000) at the time of appointment. However, nothing in this Paragraph shall limit the power of the Grantor to appoint any individual, bank or trust company as Co-Trustee or successor Trustee.

C. A person serving as Trustee shall be deemed to have failed, declined or ceased to serve as Trustee in the event of the death, resignation, removal, or disability of that person. Disability of a Trustee shall mean a person whose ability to receive and evaluate information effectively, or to communicate decisions, or both, is impaired to an extent that the person cannot exercise a reasonable degree of care with regard to the duties of Trustee, or who cannot take any requisite actions due to involuntary detention or disappearance. An involuntary detention or disappearance of the Trustee shall be determined by an affidavit of at least two persons with that knowledge. The disability of a Trustee shall be determined by that person's regular attending physician or physicians; or if none, by any physician who has examined or treated that person for the mental or physical condition causing the incapacity or disability. A written report signed by that physician or physicians stating that the Trustee is disabled under the foregoing definition shall act as sufficient evidence as to that person's disability.

D. A majority decision of the then acting Co-Trustees of any trust estate shall be the decision of all of the then acting Co-Trustees, and shall bind that trust estate as fully as though it had been a unanimous decision of the Co-Trustees. However, any Co-Trustee not consenting to that majority decision shall incur no liability for, nor have any responsibility for, any action taken or omitted to be taken as a result of any majority decision.

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E. No person dealing with the Trustee shall be obligated to see to the application of any money, securities or other property paid or delivered to the Trustee, nor to inquire into the authority of the Trustee to enter into and consummate any transaction or take any other action.

F. No Trustee shall be liable for any mistake in judgment in the making or retaining of investments, or any other decision made by the Trustee, so long as any decision is made in good faith.

G. The liability of the Trustee as a general partner in any specific partnership shall be limited to the assets which comprise the trust estate; and (1) the partnership, the other partners, all parties owning an interest in the partnership and all parties dealing with the partnership shall look solely to the trust estate for the payment of all claims, indebtedness and liability of the partners or the partnership and for the performance of any covenant or obligation, express or implied, of the partners or the partnership, (2) neither the Trustee nor the beneficiaries of the trust estate shall be liable for the debts, claims and liabilities of the partners or partnership or for the performance by the partners or partnership of any covenants or obligations except to the extent of the trust estate, and (3) the Trustee and the beneficiaries shall have no personal liability of any kind in connection with any partnership and shall be indemnified by the trust estate to the extent any liability in connection with a partnership is imposed.

H. No Trustee shall have any liability for the acts or omissions to act of any predecessor fiduciary, and in accepting the trust estate, no Trustee shall have any obligation to audit the accounts of any predecessor fiduciary. No Trustee shall be entitled to any acceptance fee or other additional compensation for auditing or investigating the accounts of any predecessor fiduciary.

I. Any individual acting as Trustee of any trust under this Trust Agreement shall be indemnified and reimbursed from the trust estate for any loss, damage, liability or expense incurred or sustained by that Trustee, in an individual or fiduciary capacity, by reason of any act or failure to act of that Trustee for or on behalf of and in furtherance of the trust. However, the protection provided by this paragraph shall not apply to any loss, damage, liability or expense incurred or sustained by reason of gross negligence or willful malfeasance of the Trustee.

ARTICLE V
TRUSTEE'S POWERS

Grantor does hereby vest in the Trustee the following powers, duties and discretions, in addition to any conferred by law, which shall also vest upon the resignation, incompetency or incapacity of Grantor, as provided in ARTICLE II above, in the Successor Trustees and their successors in trust, and shall be applicable to each of the trusts created herein, except as otherwise expressly provided herein, to the same extent as if set forth under each of the trusts:

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A. All of the income received by the Trustee in the investment or reinvestment, management, operation and control of the trusts remaining after the payment of taxes and expenses incurred in the management, operation and control thereof, is hereby defined to be and is herein called "net income."

B. The Trustee shall hold, possess, manage, and control the Trust Estate and every part thereof with full power to sell, transfer, convey and dispose of all or any part thereof upon those terms and in any manner and for those prices as to the Trustee seems meet and proper.

C. The Successor Trustees may assign undivided interests in the trust property to the MARITAL TRUST and the CHARITABLE TRUST. The Successor Trustees are also specifically authorized to allocate and make distribution of assets to the separate trusts on a non-pro rata basis so long as values represent the proper amount, as more particularly set forth above in Paragraph 2 of ARTICLE II. Subject to the limitations herein set forth, Grantor authorizes the Successor Trustees to continue to hold securities, real estate and other investments which Grantor may own at the time of his death or disability, without consideration to the diversification of assets and without regard to the proportion any of the securities, real estate and investments may bear to the entire amount of the Trust Estate, so long as they are not or do not become unproductive beyond a reasonable time, and irrespective of whether they are of the class or kind of securities now or hereafter ordinarily approved or held to be lawful for the investment of trust funds; provided, however, that the Successor Trustees may sell or otherwise dispose of any investments if, in their sole discretion to do so would be in the best interest of the trusts, and Grantor hereby expressly exonerates the Successor Trustees from any responsibility for any loss resulting from the retention of any securities, real estate and other investments.

D. Subject to the limitations and prohibitions of law and those set forth in this Trust Agreement, Grantor gives and grants unto the Trustee full power and authority to invest or reinvest all or any part of the Trust Estate which may come into the Trustee's hands in the manner and in any real estate, or interests therein, or securities, including corporation stocks, common or preferred, or other evidence of corporate ownership or participation, bonds, notes, debentures or other property, real or personal, of a class or kind now or hereafter held to be lawful or legal in the investment of trust funds, upon those terms and for any length of time as the Trustee, in the Trustee's discretion, shall deem for the best interest of the Trust Estate, it being intended hereby to vest in the Trustee full power and complete authority to hold, possess, manage, control, sell, convey, encumber or lease the real estate for any term although extending beyond the term of the trusts, and to invest and reinvest the whole and every part of the Trust Estate according to the Trustee's sole judgment and discretion without any other limitation upon the Trustee's power and authority so to do, except that, after Grantor's death, and during the lifetime of Grantor's wife, JUANITA K. HAMMONS, the Successor Trustees shall not, without her consent, retain beyond a reasonable time any property in the MARITAL TRUST which may be or become unproductive or invest in unproductive property, and except as otherwise provided herein.

E. The Trustee shall make the determination as to whether any money or any property coming into the hands of the Trustee shall be considered a part of the principal or

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income of the Trust Estate in accordance with the laws of the State of Missouri then in force and effect, and the apportionment of any loss or expenditure between principal and income of the Trust Estate shall likewise be determined in accordance with the laws of the State of Missouri then in force and effect. In no event, whether or not Grantor's wife is living, shall any capital gains distribution of any mutual fund held by the Trust Estate be treated as income, but all those distributions shall be treated as principal.

F. Subject to the limitations set forth herein, every action taken by the Trustee pursuant to the foregoing powers or any decision made by the Trustee in the exercise of the discretion herein given to the Trustee shall be conclusive and binding upon all persons concerned herein. Likewise, the Trustee shall have the right to enforce any bonds, mortgages or other obligations or liens held by the Trust Estate; to take a conveyance in the name of the Trustee of property in satisfaction of or payment on those obligations; to enter into contracts and agreements, and to make any compromise or settlement of debts, claims or controversies as the Trustee may deem necessary or advisable; to submit to arbitration any matter or difference; to vote personally or by proxy any share of stock which may, at any time, be held by the Trustee hereunder; and similarly to exercise by attorney any rights appurtenant to any securities or property at any time held by the Trust Estate. Further, the Trustee shall have the power to borrow money, from time to time, in those amounts, upon those terms, from those persons, and for those purposes as the Trustee, with absolute discretion, may deem appropriate, whether or not that borrowing is for trust purposes; to guarantee or co-sign any indebtedness incurred by Grantor, whether or not for trust purposes; to make, execute and deliver notes, bonds, debentures, guarantees, or any other evidences of indebtedness, secured or unsecured, with those maturities within or beyond the duration of the Trust Estate and with that rate or rates of interest and upon any other terms and conditions as the Trustee, with absolute discretion, may determine; and to pledge, mortgage, assign or grant a security interest or lien in any trust assets to secure any indebtedness, whether or not the granting of any security interest or lien is for a trust purpose, or is for the purpose of the protection, preservation or improvement of the Trust Estate. Further, the Trustee shall have the power to effectuate public offerings with respect to all or any portion of the trust assets, upon those terms and conditions as the Trustee, in his discretion, may deem appropriate. This power shall include, but shall not be limited to, preparation and filing of registration restatements with federal and state authorities, the execution of agreements with underwriters and brokers, the appointment of registrars and transfer agents, and the issuance of securities.

G. The Trustee shall have the power to consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change, in any corporation, company or association, or to the sale or lease of the property thereof, or any part thereof, and to act or exercise any powers with reference to any securities or property held by the Trust Estate that may be legally exercised by any person owning similar property in his own right, including the exercise of conversion, subscription, purchase or other options, the disposition or exchange of securities, the entrance into voting trusts, and the making of agreements and subscriptions which the Trustee may deem necessary or advisable in connection therewith. The Trustee shall have the power to cause to be registered in the Trustee's own name, without qualification or description, or in the Trustee's name as Trustee hereunder, or in the name of the Trustee's

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nominees, without qualification or description, any securities at any time held in Grantor's estate or in the trusts hereby created.

H. The Trustee shall have the power to carry out agreements made by Grantor and to continue, operate, and control any businesses which are held in the Trust Estate. The Trustee shall have the power to establish reserves for depreciation where depreciation is applicable, and to make adjustments as between income and principal in connection with any losses suffered by Grantor's Trust Estate.

I. The Successor Trustees may freely act under all or any of the powers given to the Trustee in all matters concerning the Trust Estate and the trusts hereby established, after forming a judgment based upon the circumstances of any particular situation, without the necessity of obtaining the consent or permission of any person interested therein, except as hereinabove provided, or the consent or approval of any court, and the devises and bequests made in this Trust Agreement have been so made in contemplation of that freedom of judgment and action. The Successor Trustees shall also have the power to make any division or distribution required under the terms of this Agreement, in kind or in money, or partly in kind and partly in money, so long as the values of non-pro rata allocations and distributions represent the proper amounts, as provided in Paragraph 3 of ARTICLE II above, and the division thereof shall be conclusive on all parties. Grantor expressly authorizes the Successor Trustees to sell assets of the MARITAL TRUST to Grantor's Wife.

J. Grantor expressly authorizes and empowers the Successor Trustees to borrow from anyone, at the prevailing rate of interest, for the protection of trust property or to avoid loss which might result from immediate liquidation, or for a similar purpose, as the Successor Trustees may deem necessary or advisable in the administration of the Trust Estate, and Grantor further authorizes and empowers the Successor Trustees to hold, mortgage, or otherwise pledge trust property as security for the repayment of those loans; provided, however, that no principal of the MARITAL TRUST shall be pledged, encumbered, or anywise charged with the payment of that indebtedness unless the consent of Grantor's wife, JUANITA K. HAMMONS, is first obtained in writing before incurring that indebtedness and the repayment of that indebtedness comes from depreciation reserves established by the Successor Trustees.

K. Grantor expressly authorizes the Successor Trustees to operate any business in which Grantor may be engaged at the time of his resignation, death, or incapacity as hereinbefore provided, and which are a part of the Trust Estate, in order to accomplish an orderly disposition of that business over the period of the trust in the best interest of the beneficiaries thereof, and to do all things necessary in connection with the operation and conduct of that business or businesses so long as the Successor Trustees shall consider it advisable to continue the operation and conduct thereof. Grantor leaves it entirely to the discretion of the Successor Trustees to determine the degree of their active participation in the management of that business or businesses over which the Successor Trustees shall have power of discretion, control or supervision, and Grantor authorizes the Successor Trustees to delegate all or any part of the Successor Trustees' powers to supervise, manage or operate to those persons as they may select, including any directors, officers or employees of that businesses.

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L. Subject to the limitations and prohibitions of law and those set forth in this Trust Agreement, the Successor Trustees shall have the following powers which, in addition to any hereinabove granted (the applicability of which to the businesses Grantor hereby confirms), the Successor Trustees may exercise in their absolute discretion with respect to those businesses:

1. To engage, compensate and discharge any directors, officers, managers, employees, agents, attorneys, accountants, architects, engineers, consultants or other representatives as the Successor Trustees deem advisable; Grantor expressly authorizes the Successor Trustees, in their discretion, to make incentive payments to managers and employees, including, but not limited to, stock options, bonuses, profit-sharings, pensions and premiums on life insurance policies.

2. To invest or employ in any businesses, or utilize as collateral for loans to any businesses, those other assets of the Trust Estate as the Successor Trustees deem advisable, subject to limitations above.

3. With respect to any businesses which are incorporated the Successor Trustees shall be entitled to treat the corporations as entities separate from the Trust Estate. In any accounting by the Successor Trustees it shall be sufficient if they report the earnings and conditions of the businesses in a manner conforming to generally accepted accounting principles, and what is income and what is principal shall be determined under Missouri Law. Standard practices observed in the management of business corporations of like character may be adopted by the corporations, through action of their directors, and allocations made in pursuance thereof shall be binding upon the Successor Trustees.

4. To sell, dissolve, reorganize or liquidate all or any part of Grantor's businesses at those times, for those prices, on those terms, and to those persons as the Successor Trustees may determine to be for the best interests of the beneficiaries of the trusts.

5. Grantor authorizes the Successor Trustees to exercise any of the powers and rights herein granted in conjunction with anyone who may also have an interest in any businesses.

6. The Successor Trustees are empowered to enlarge, diminish or change the scope or nature of the activities of the businesses, as may be deemed necessary to serve the best interests of the beneficiaries of the Trust Estate.

7. Subject to both the limitations and prohibitions imposed by law and those set forth herein, Grantor authorizes the Successor Trustees to exercise with respect to the retention, continuance and disposition of any businesses all of the rights and powers which Grantor would have were he alive at the time of the exercise.

8. Being aware of the fact that, in operating any business, risks must be taken, Grantor hereby releases the Successor Trustees from any personal liability for shrinkage of income or loss of capital value that may be incurred in the course of the authorized operation of the businesses, except loss that may result from the Successor Trustees' willful

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misconduct or action in other than good faith; and in any measurement of the degree of care, diligence and prudence exercised by the Successor Trustees, Grantor directs that their actions be considered in relation to the inherent risks involved in the continued operation of businesses of the character represented, and that it be borne in mind that the Successor Trustees have been engaged in a business enterprise for the reasons and purposes hereinbefore stated pursuant to Grantor's request and desire.

M. Grantor expressly authorizes and empowers the Successor Trustees to enforce by suit, foreclosure, or otherwise, any obligation due the Trust Estate, in their discretion to take a conveyance in the name of the Successor Trustees, of property in satisfaction of or on account of any obligation; to contest, litigate, arbitrate, compromise and settle or abandon any claim that may be made against or in favor of the Trust Estate, and to employ attorneys, appraisers, accountants, and others as may be considered advisable for the prosecution or defense of any matters.

N. The powers herein granted to the Trustee and Successor Trustees in this ARTICLE III may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to, and not exclusive of, the general powers of trustees pursuant to law and shall include all powers necessary to carry them into effect. The enumeration of specific powers shall not be construed in any way to limit or affect general powers herein granted, nor to limit those powers conferred by law, including those set forth in Section 456.520 of the Revised Statutes of Missouri, as amended, except as expressly stated herein. No person dealing with the Trustee or the Successor Trustees shall be obligated to see to the application of any monies, securities or other property paid or delivered to him or them, or to inquire into the expediency or the propriety of any transactions or the authority of the Trustee or Successor Trustees to enter into and consummate them upon those terms as the Trustee or Successor Trustees may deem advisable, the Trustee and Successor Trustees having and being, in general, given the power and right to handle the Trust Estate and the properties of all kinds therein as if individually owning them, subject to the limitations and prohibitions imposed by law and in this Trust Agreement.

O. Should Grantor's wife, JUANITA K. HAMMONS, by reason of illness or mental or physical disability be, in the opinion of the Successor Trustees, unable to administer properly any income or any discretionary payments of principal becoming payable to her from the MARITAL TRUST, then they shall be paid out by the Successor Trustees for her benefit any of the following ways as they may think best:

1. Directly to her.

2. To her legally appointed guardian or conservator.

3. To some relative or friend or next of kin of Grantor's wife for her health, support and maintenance.

4. By the Successor Trustees using it directly for the health, support and maintenance of Grantor's wife without the intervention of any legal guardian or conservator.

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P. No Trustee shall be required to qualify before, be appointed by, or, in the absence of breach of trust, account to any court or obtain the order or approval of any court in the exercise of any power or discretion.

Q. If at any time the Trust Estate, or any portion thereof, shall consist in whole or in part of assets located in a jurisdiction in which the Trustee is not, or the Successor Trustees serving hereunder are not, authorized to act, the Trustee or Successor Trustees in serving hereunder may appoint an ancillary trustee for that jurisdiction and may confer upon that ancillary trustee those rights, powers, discretions, and duties to act solely with respect to those assets as the Trustee or Successor Trustees may deem appropriate. Any ancillary trustee shall be answerable to the Trustee or Successor Trustees for all monies and other assets that may be received by the ancillary trustee in connection with the administration of any property. The Trustee or Successor Trustees appointing the ancillary trustee may pay to that trustee reasonable compensation for services rendered and may absolve the ancillary trustee from any requirement for the furnishing of bond or other security.

ARTICLE VI
SPENDTHRIFT CLAUSE

Except as otherwise expressly provided, each and every one of the beneficiaries of the Trust Estate (other than the Grantor) is hereby restrained from and is and shall be without right, power or authority to sell, transfer, assign, pledge, mortgage, hypothecate or alienate by way of anticipation, their respective beneficial or legal or equitable right, title, or interest, claim or estate in and to either the income or the principal of the Trust Estate, or any part thereof, during the entire period of the trust for their benefit, nor will the right, title, interest or estate of any beneficiary be subject to any right, claim or demand or judgment of any creditor of any beneficiary nor be subject to nor liable to any process of law or equity so long as it is in the custody or under the control of this Trust Estate.

ARTICLE VII
ADDITIONAL PROPERTY

The Grantor reserves the right for himself, or any other person, to increase the Trust Estate by delivering property to the Trustee, or Successor Trustee, or by having the proceeds of insurance policies made payable to the Trustee, or Successor Trustees, or by bequest or devise by will, or by exercise or failure to exercise of any power of appointment, and any property added shall be held, administered, and distributed as part of the trust or trusts. Additional property shall be allocated between the trusts created herein in accordance with any directions given in the instrument of transfer, but if there is no direction the property shall be allocated between the MARITAL TRUST and the CHARITABLE TRUST as hereinbefore provided in ARTICLE II. The Grantor will notify the Successor Trustees in writing of any policies of insurance made payable to them, or deliver those policies to the Successor Trustees as custodian thereof. The duties and liabilities of the Trustee or Successor Trustees shall, under no circumstances, be substantially increased except with their written consent.

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ARTICLE VIII
ACCOUNTING BY TRUSTEE AND SUCCESSOR TRUSTEES

The Trustee shall keep all the accounts and records of the trusts created herein and annually, or oftener, shall render to himself as the Grantor statements showing all receipts, disbursements and investment transactions. After the Grantor ceases to act as the Trustee, upon written request of the beneficiary the Successor Trustees shall render, at least annually, to each beneficiary then entitled to income under the disbursement transactions and distributions of both principal and income under the terms of any trust created hereunder, a statement showing in detail all receipts, disbursement transactions and distributions of both principal and income of the Trust Estate. The written approval of any beneficiary of the statement rendered shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Successor Trustees, may at any time, render a judicial accounting of their administration of the trusts created herein, but they shall not be required to do so, except as otherwise provided above in ARTICLE III.

ARTICLE IX
COMPENSATION OF SUCCESSOR TRUSTEES

In addition to reimbursement of necessary expenses incurred in the performance of their duties in the administration of the Trust Estate created herein, the Successor Trustees shall receive reasonable compensation for their services in light of the experience, expertise, and actual work performed by each Successor Trustee.

ARTICLE X
TAX PROVISION

Upon the death of the Grantor, the Successor Trustees shall pay from the residue of the Trust Estate all taxes which shall be properly charged against the Trust Estate by reason of the death of the Grantor, and the Successor Trustees shall also pay from the residue of the Trust Estate all taxes properly charged against the estate of the Grantor on account of property passing under the Will of the Grantor, if any, and any and all death, succession, and inheritance taxes payable on account of the death of the Grantor, whether by reason of property passing by operation of law or otherwise, including life insurance proceeds. If any personal representative, executor, administrator, or other person acting in a fiduciary capacity shall have paid any estate, inheritance or succession tax upon or with respect to any or all of the Trust Estate required to be included in the gross estate of the Grantor, or any or all of the Grantor's estate passing under the Will of Grantor, by operation of law, or otherwise, including life insurance proceeds, the Successor Trustees shall reimburse that executor, administrator, or other person acting in a fiduciary capacity for the amount of those taxes from the residue of the Trust Estate.

ARTICLE XI
SITUS

The Grantor declares that this Trust Agreement and the trusts created hereby shall be construed under and regulated by the laws of the State of Missouri, and that the validity and

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effect of this Trust Agreement shall be determined in accordance with the laws of that State, and that the Trustee and Successor Trustees shall not be required to account in any court other than one of the courts of the State of Missouri, if so required at all.

ARTICLE XII
POWER OF AMENDMENT AND REVOCATION

The Grantor does hereby reserve to himself the right at any time and from time to time during his lifetime, by instrument in writing delivered to the Trustee and Successor Trustees, to alter , amend or revoke this Trust Agreement in whole or in part; provided, however, that if altered or amended, the duties, powers and responsibilities of the Successor Trustees shall not be substantially changed without their consent. In case of revocation, the Trust Estate, or that part thereof which is revoked, shall be conveyed by the Trustee to the Grantor or in accordance with his written directions. The Grantor also reserves the right to withdraw assets of the Trust Estate from time to time by properly written instruments.

IN WITNESS WHEREOF, this First Restatement of Revocable Trust Agreement of John Q. Hammons has been executed in quadruplicate by John Q. Hammons, as Grantor and as Trustee the day and year first above written.

John Q. Hammons, Grantor

John Q. Hammons, Trustee

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STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 15th day of November, 2000, before me personally appeared JOHN Q. HAMMONS, to me known to be the person described in and who executed the foregoing Trust Agreement, as Grantor, and acknowledged that he executed the same as his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year last above written.

Kathy H. Rutledge
Notary Public

My commission expires

3/21/03

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 21, 2003

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 15th day of November, 2000, before me personally appeared JOHN Q. HAMMONS, to me known to be the person described in and who executed the foregoing Trust Agreement, as Trustee, and acknowledged that he executed the same as his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year last above written.

Kathy H. Rutledge
Notary Public

My commission expires

3/21/03

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 21, 2003

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SCHEDULE A TO FIRST RESTATEMENT OF
THE JOHN Q. HAMMONS REVOCABLE TRUST

TAX EXEMPT ORGANIZATIONS TO BENEFIT FROM CHARITABLE TRUST

On December 28, 1989, JOHN Q. HAMMONS, as Grantor and Trustee, executed a Revocable Trust Agreement, which was amended on December 28, 1989 and on April 22, 1997 (collectively referred to as the "Trust Agreement"). Pursuant to Paragraph D(1) of Article II of the Trust Agreement, the Grantor hereby amends the Trust Agreement by naming the following tax exempt organizations as beneficiaries of the CHARITABLE TRUST established under Article II, Paragraph D(1) of the Trust Agreement.

Name of Organization	Amount (or %)
1.	
2.	
3.	
4.	
5.	

In executing this Amendment, the Grantor hereby ratifies and affirms the provisions of this Trust Agreement.

This Amendment to Trust Agreement has been executed by the Grantor and the Trustee on the _____ day of _____, 2000.

_____
John Q. Hammons, Grantor and Trustee

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HM000025

District of Kansas
Claims Register

16-21142 John Q. Hammons Fall 2006, LLC

Judge: Robert D. Berger **Chapter:** 11

Office: Kansas City **Last Date to file claims:** 12/23/2016

Trustee: **Last Date to file (Govt):**

Creditor: (8632162)
JD Holdings LLC
Jed Schwartz, Esq.
28 Liberty Street, 46th Floor
New York, NY 10005

Claim No: 485
Original Filed Date: 12/23/2016
Original Entered Date: 12/23/2016

Status:
Filed by: CR
Entered by: Terri Marshall
Modified:

Amount claimed: $587600000.00

History:

Details	485-1	12/23/2016	Claim #485 filed by JD Holdings LLC, Amount claimed: $587600000.00 (Marshall, Terri)

Description: (485-1) Breech of Contract

Remarks: (485-1) filed in case 16-21140

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	$587600000.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		