SECOND ALLONGE TO PROMISSORY NOTE

This **SECOND ALLONGE TO PROMISSORY NOTE** (this "Allonge") is entered into effective as of the 23rd day of December, 2014, by and between **JQH - NORMAL DEVELOPMENT, LLC**, a Missouri limited liability company (JQH-Normal"), and the **REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED** (the "Trust" and collectively with JQH-Normal, with all obligations joint and several as to each "Maker"), each with an address for notice hereunder at 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806, and **SIMMONS FIRST NATIONAL BANK,** an Arkansas state bank, successor in interest to Metropolitan National Bank and ("Payee"), with its principal office for notice hereunder at 425 West Capitol, Suite 13, Little Rock, Arkansas 72201.

WITNESSETH:

WHEREAS, on September 24, 2007, Maker executed and delivered to Payee that certain Promissory Note in the original principal sum of FORTY-TWO MILLION AND NO/100 UNITED STATES DOLLARS ($42,000,000.00) (the "Original Note"); and

WHEREAS, effective September 23, 2010, Maker executed and delivered to Payee that certain Amended and Restated Promissory Note (the "Note") amending and restating the Original Note in its entirety;

WHEREAS, effective December 23, 2011, Maker executed and delivered to Payee that certain Allonge to Promissory Note (the "Allonge") amending certain terms of the Note;

WHEREAS, in connection with that certain Fourth Extension and Modification Agreement dated as of even date herewith (the "Modification Agreement"), the payment terms of the Note, as amended, are being modified, the Trust is being added as a co-borrower, and the maturity date is being extended from December 23, 2014 to December 23, 2017; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The interest rate is hereby changed to a fixed rate of four and seventy-nine hundredths percent (4.79%) (the "Agreed Rate").

2. The current principal amount owed under the Original Note, as amended, is **THIRTY MILLION FIVE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED SIXTY-TWO AND 75/100TH UNITED STATES DOLLARS ($30,583,462.75)**. Payee has no obligation to advance any additional sums to Maker. All sums advanced prior to this date and all sums advanced shall become part of the principal of the Note.

3. The "Payment" paragraph of the Note is hereby deleted in its entirety and replaced with the following:

Borrower shall make monthly payments of principal and interest equal to **$271,617.03** on the twenty-fourth (24th) day of each month, beginning December 24, 2014, and on the same day of each month thereafter through November 24, 2017, with a final payment of all outstanding principal and accrued interest due and payable on December 23, 2017.

4. The indebtedness owed hereunder may be prepaid in full or part, upon at least five (5) days' prior written notice to Lender and only upon payment of the required prepayment amount set forth below; provided, however, that Borrower may rescind or delay the written notice of prepayment at any time prior to making the prepayment:

Prepayment During the Following Time Period:	Prepayment Penalty Amount Expressed as Percentage of Outstanding Principal Balance Being Prepaid:
Prior to December 23, 2015	1.0%
After December 23, 2015 and Prior to December 23, 2016	0.5%
After December 23, 2016 and Prior to November 23, 2017	0.25%
After November 23, 2017	No penalty

Notwithstanding the foregoing, the indebtedness may be prepaid in full without any prepayment penalty in the event that the Property is sold to an unrelated party and the proceeds of such sale are used to pay the Loan in full.

5. Except as expressly modified herein, the Note and the First Allonge shall remain in full force and effect, and the terms and conditions thereof are hereby ratified, reaffirmed, and incorporated herein by reference for all purposes.

6. This Allonge may be executed in counterparts, each of which separately shall be considered an original but all of which together shall be considered one and the same Allonge.

7. This Allonge may not be modified, changed or waived orally, but only by an instrument or instruments in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Maker has duly executed this Instrument as of the day and year above first written.

JQH - NORMAL DEVELOPMENT, LLC,
a Missouri limited liability company

By: _____
Name: Jacqueline A. Dowdy
Title: President

REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, as Amended and Restated

By: _____
Name: Jacqueline A. Dowdy
Title: Successor Trustee

By: _____
Name: Greggory D. Groves
Title: Successor Trustee

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This Second Allonge to Promissory Note is agreed to by Payee as of the day and year first above written:

SIMMONS FIRST NATIONAL BANK

By: Melissa Henshaw

Melissa Henshaw, Vice President

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