

SIXTH ADDENDUM TO LICENSE AGREEMENT

This Sixth Addendum (the "ADDENDUM") is made and entered into as of this ____ day of _____, 2017, by and between Holiday Hospitality Franchising, LLC, a Delaware limited liability company ("Licensor") and John Q. Hammons Fall 2006, LLC, a Delaware limited liability company ("Licensee"). This Addendum supplements that certain License Agreement dated September 30, 2003, between the parties (as same may have been amended, the "License"), relating to a license to operate a Holiday Inn Express® & Suites hotel located at 1117 E. St. Louis Springfield, MO 65806/ #9814 (the "Hotel"). To the extent there is any conflict between the License, and this Addendum, this Addendum shall govern and control.

1. As an accommodation to Licensee, Licensor is extending the License expiration date to **February 1, 2019**. Therefore, the first sentence of Paragraph 12.A of the License is hereby amended to reflect the following:

"This License and the license granted hereunder will expire without notice on February 1, 2019, subject to earlier termination as set forth herein."

2. Paragraph 16. B. of the License is hereby deleted in its entirety and replaced with the following:

"16. B. Licensee Termination Right Upon Sale of the Hotel.

Notwithstanding anything herein to the contrary, Licensee shall have the right to terminate the License upon a closing of a sale of the Hotel to a bona fide third party purchaser; provided, it has first given Licensor at least thirty (30) days prior written notice of termination. If (i) the License is terminated in accordance with the preceding sentence; (ii) Licensee pays all fees and amounts owing to Licensor and its affiliates at the time of such termination and (iii) Licensee performs all post termination obligations within the timeframes specified by Licensor, then Licensor will release any claim for damages (whether liquidated, unliquidated, contingent or noncontingent) with respect to such termination under this paragraph 16.B."

3. The License is hereby amended by adding the following paragraph 16.C. immediately following paragraph 16.B.:

"16.C. Conversion and Termination Option.

In the event that Licensee applies for and executes a new license with Licensor for the conversion of the Hotel to a Holiday Inn brand hotel (a "Conversion License"), then this License may be terminated by mutual written agreement of Licensee and Licensor upon the execution of such Conversion License or such other date as the parties may agree in writing. If (i) the License is terminated in accordance with the preceding sentence; (ii) Licensee pays all fees and amounts owing to Licensor and its affiliates at the time of such termination and (iii) Licensee performs all post termination obligations within the timeframes specified by Licensor, then Licensor will release any claim for damages (whether liquidated, unliquidated, contingent or noncontingent) with respect to such termination under this paragraph 16.C."

4. The License is hereby further amended by adding the Deficiency List Report attached hereto and dated November 16, 2017 as Attachment "D" to the License (the "Deficiency List").

Licensee's failure to complete the Deficiency List in accordance with its terms and this Addendum shall be considered a default under the License, which may result in its termination pursuant to Paragraph 12.C. thereof in the event of such default. Any due dates contained in the Deficiency List that have already passed are due immediately.

5. Except as expressly stated in this Addendum, no further additions, modifications or deletions to the License are intended by the parties or made by this Addendum. All other terms and conditions of the License are in full force and effect.

Licensor retains its right to issue a notice of default and termination and to exercise all rights and remedies pursuant thereto, including without limitation the collection of full liquidated damages, if Licensee breaches any of the terms of the License prior to the then current expiration date.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written:

LICENSEE:

JOHN Q. HAMMONS FALL 2006, LLC

By: _____
Greggory D. Groves
Vice President

Witness: _____

LICENSOR:

**HOLIDAY HOSPITALITY FRANCHISING,
LLC**

By: Six Continents Hotels, Inc.,
its sole managing member

By: _____
Jenny Tidwell
Vice President
Franchise Licensing and Compliance

Attest: _____
Asst. Secretary



Deficiency List Report

Hotel Name: HEXS-Springfield-SGFEX

Hotel: SGFEX

GM Name: Denis Schmidt

Hotel Standards Specialist: Courtney

Calvin

Date Visited: Nov 16, 2017

Reference Number: 409086

Overview:

Condition: Exterior: Grounds & Landscaping

Standard

Due Date

QE-3-3-2-1con - Are the Grounds & Landscaping in good condition? 12/16/2017

Finding

Repair: Landscaping



Condition: Guestroom #441 KNGN : Bath Zone

Standard

Due Date

QE-6-1-2-1con - Are the Bath Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Tub/Shower Bottom
Discolored



Condition: Guestroom #438 TDBN : Bath Zone

Standard

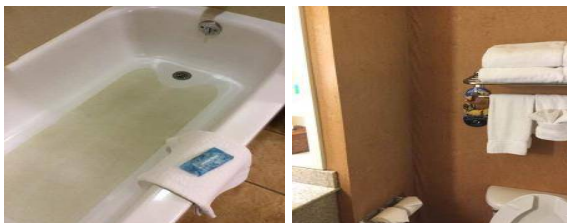
Due Date

QE-6-1-2-1con - Are the Bath Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Tub/Shower Bottom
Repair: Wall
Bubbled wallpaper



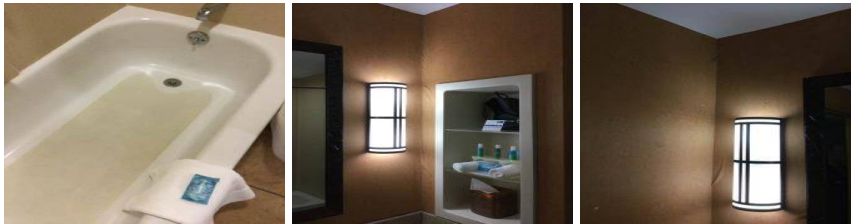
Condition: Guestroom #233 TDBN : Bath Zone**Standard****Due Date**

QE-6-1-2-1con - Are the Bath Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Tub/Shower Bottom
Discolored
Repair: Wall
Bubbled



Condition: Guestroom #221 XOTN : Bath Zone**Standard****Due Date**

QE-6-1-2-1con - Are the Bath Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Tub/Shower Bottom
Discolored
Repair: Wall
Vinyl



Condition: Guestroom #441 KNGN : Living Zone**Standard****Due Date**

QE-6-3-2-1con - Are the Living Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Ceiling

Repair: Walls



Condition: Guestroom #438 TDBN : Living Zone**Standard****Due Date**

QE-6-3-2-1con - Are the Living Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Ceiling



Condition: Guestroom #221 XOTN : Living Zone**Standard****Due Date**

QE-6-3-2-1con - Are the Living Zone structure and fixtures in good condition?

2/16/2018

Finding

Repair: Flooring
Bubbled
Repair: Walls
Vinyl



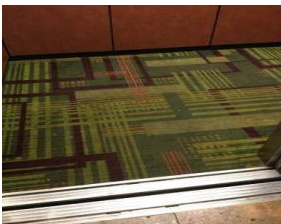
Condition: Public Areas: Elevator**Standard****Due Date**

QE-10-3-4-1-con - Are the Elevator structure and fixtures in good condition?

2/16/2018

Finding

Repair: Flooring
Worn



Condition: Meeting Space: Meeting Room-Salon B**Standard****Due Date**

QE-9-1-1-3con - Are the Meeting Room structure and fixtures in good condition?

2/16/2018

Finding

Replace: Flooring
Discolored



Condition: Recreational / Leisure: Fitness/Gym**Standard****Due Date**

QE-11-2-1-5con - Are the Fitness/Gym structure and fixtures in good condition?

2/16/2018

Finding

Repair: Flooring
Discolored



Condition: Condition Action Plan**Standard****Due Date**

Q656906 - Condition Recommendation

2/16/2018

Finding

Building Discoloration Facade of Building will need to be power washed, or painted (where needed) to be brought back to like new state. Once building is power washed or painted, General Manager will ensure to have building regularly power washed to prevent current condition. Maintenance will ensure to check building regularly for needed touch ups.

Condition: Condition Action Plan**Standard****Due Date**

Q656906 - Condition Recommendation

2/16/2018

Finding

Wall Vinyl Bubbled/Seams Cracked All bubbled and peeling wall vinyl within guest rooms, or public spaces will be repaired or replaced to be brought back to like new state. Housekeeping and Maintenance Staff will ensure to report any issues with vinyl when found within the guest rooms or public spaces. Going forward, General Manager will ensure wall vinyl is included on the Preventative Maintenance Checklist for repair, to prevent current state of damage.

Condition: Condition Action Plan**Standard****Due Date**

Q656906 - Condition Recommendation

2/16/2018

Finding

Wall Vinyl Bubbled/Seams Cracked All bubbled and peeling wall vinyl within guest rooms, or public spaces will be repaired or replaced to be brought back to like new state. Housekeeping and Maintenance Staff will ensure to report any issues with vinyl when found within the guest rooms or public spaces. Going forward, General Manager will ensure wall vinyl is included on the Preventative Maintenance Checklist for repair, to prevent current state of damage.

Condition: Condition Action Plan**Standard****Due Date**

Q656906 - Condition Recommendation

2/16/2018

Finding

Carpet Discolored/Worn (Fitness/Elevator) Any public area carpet that is worn must be professionally cleaned and restored to like new condition for the purpose of this short term license extension or it must be replaced. Going forward, General Manager will ensure that maintenance is cleaning the carpets (or hiring a 3rd party company) at least quarterly or more frequently if needed.

Condition: Exterior: Building/Façade**Standard****Due Date**

QE-3-2-1con - Are the Building/Façade structure and fixtures in good condition?

2/16/2018

Finding

Repair: Walls
Discolored



All non-compliant items need to be **updated** in the Management Action Plan (MAP) on the GEM home page **by the assigned due date**. Quality evaluations are limited in scope and time frame and are conducted at a frequency determined by IHG. Hotels should be prepared to be inspected at, any time. This report can only address issues identified during the evaluation. This report is not an indication of compliance with IHG standards requirements or the license agreement and does not change obligations to comply with the license agreement and all IHG standards.