EXHIBIT D

EXHIBIT 2.1(k)(ii)

Sponsor Right of First Refusal

[See Attached Executed Agreement]

SPONSOR ENTITY RIGHT OF FIRST REFUSAL AGREEMENT

BY AND AMONG

JOHN Q. HAMMONS,

REVOCABLE TRUST OF JOHN Q. HAMMONS,

HAMMONS OF NEW MEXICO, LLC,

HAMMONS OF FRISCO, LLC,

HAMMONS OF COLORADO, LLC,

HAMMONS OF ARKANSAS, LLC,

HAMMONS OF SOUTH CAROLINA, LLC, AND

CITY CENTRE HOTEL CORPORATION

HAMMONS OF HUNTSVILLE, LLC

HAMMONS OF LINCOLN, LLC

HAMMONS OF FRANKLIN, LLC

HAMMONS OF RICHARDSON, LLC

RICHARDSON HAMMONS LP

JOHN Q. HAMMONS CENTER, LLC

(collectively, "JQH ENTITIES")

AND

JD HOLDINGS, LLC AND ANY AFFILIATE THEREOF

(collectively, "SPONSOR ENTITY"),

Dated as of September 16, 2005

SPONSOR ENTITY RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made as of September 16, 2005 by and among John Q. Hammons ("JQH"), the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the "JQH Trust"), Hammons of New Mexico, LLC, Hammons of Frisco, LLC, Hammons of Colorado, LLC, Hammons of Arkansas, LLC, Hammons of South Carolina, LLC, City Centre Hotel Corporation, Hammons of Huntsville, LLC, Hammons of Lincoln, LLC, Hammons of Franklin, LLC, Hammons of Richardson, LLC, Richardson Hammons, LP and John Q. Hammons Center, LLC (collectively, with JQH and any other entity directly or indirectly controlled by JQH which owns a Hotel Property (hereinafter defined) now or at any time in the future, each of which will be added as parties to this Agreement, the "JQH Entities", and each, a "JQH Entity") and JD Holdings, LLC, and any Affiliate thereof (collectively, the "Sponsor Entity").

WHEREAS, in connection with a transaction whereby JQH Acquisition, LLC, a Delaware limited liability company ("Newco"), through merger of its wholly-owned subsidiary with John Q. Hammons Hotels, Inc., a Delaware corporation ("JQH, Inc."), acquires all of the interests in JQH, Inc. and, indirectly, certain of the partnership interests of John Q. Hammons Hotels, L.P., a Delaware limited partnership, ("LP") and John Q. Hammons Hotels II, L.P., a Delaware limited partnership, ("II LP"), in each case owned by JQH, Inc., JQH or certain of his Affiliates (the "Formation Transaction"), Sponsor Entity desires to obtain a right of first refusal on all Hotel Properties owned at any time by any of the JQH Entities, and the JQH Entities are willing to grant such a right of first refusal.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration given and received by each party, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. The term "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by reason of membership, ownership of voting stock, partnership interests, by contract or otherwise. For purposes of this Agreement, JQH, Inc., LP and II LP and their respective Subsidiaries shall not be deemed to be "Affiliates" of JQH.

"Hotel Properties" shall mean interests in real property and personal property, tangible or intangible (other than any rights to any tradename using the name "John Q. Hammons" or "Hammons"), used in the operation of a hotel facility, or any interests in any related convention or entertainment facility, retail facility, parking facility or gaming facility, including, without limitation, fee interests, leasehold interests, interests in ground leases, easements and rights of way, air rights, surface rights, subsurface rights, debt or equity interests in corporations, limited liability companies, joint ventures, partnerships or other entities holding title to, or a leasehold interest in, any of the foregoing, interests in mortgages or other security interests in any of the foregoing, contractual management interests, and debt instruments as the Person who holds title to, or a leasehold interest in, such property may hold from time to time (each, a "Hotel Property").

"JQH Subject Hotels" shall mean those Hotel Properties set forth on Exhibit A hereto, and any Hotel Properties or any direct or indirect interests in Hotel Properties now or hereafter acquired by JQH or any JQH Entity or any of either of their Affiliates, including any properties under construction or being developed or intended to be developed as Hotel Properties (each, a "JQH Subject Hotel").

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization, other entity or governmental body, in each case whether in such individual's or entity's own capacity or as an agent or fiduciary of another Person.

"Sale" shall mean any sale, assignment, lease or sublease (other than any retail space or concession lease entered into in the ordinary course of hotel business), transfer or other disposition, in a single transaction or as part of a single transaction or series of transactions, of (a) any interest in title to any JQH Subject Hotel or JQH Subject Hotels (as defined herein), or (b) any direct or indirect ownership or debt interests in the Person that owns title to any JQH Subject Hotel or JQH Subject Hotels, as a result of which title to such JQH Subject Hotel would not be 100% owned by JQH or an entity 100% owned by JQH. A Sale shall include (i) any grant of an option to purchase any JQH Subject Hotel or JQH Subject Hotels or any interest therein or any direct or indirect interest in the Person that owns title to, or the leasehold of, any JQH Subject Hotel or JQH Subject Hotels, and (ii) any issuance of any debt or other security convertible into equity interests in the Person that, directly or indirectly, holds title to, or the leasehold of, any JQH Subject Hotel or JQH Subject Hotels. The term "Sale" shall not include (i) a mortgage, deed of trust, or other collateral assignment intended to provide security for a loan or other obligation in favor of an unaffiliated third-party lender with a loan-to-value ratio not exceeding 90% and otherwise on market terms, or any foreclosure on any such mortgage, lien, or security interest by such unaffiliated third-party lender, (ii) any sale of a portion of the land or improvements relating to a JQH Subject Hotel that does not include the hotel and does not adversely affect the operation of the JQH Subject Hotel as a hotel, or (iii) the transfer by JQH or the applicable JQH Entity of the Hotel Property commonly known as Chateau on the Lake, located in Branson, Missouri (the "Chateau"), by means of gift, charitable contribution or donation to any trust or foundation as set forth in Section 3.3(b) herein. The terms "Sell" or "Sold" shall mean to dispose of, or to have disposed of, a JQH Subject Hotel or the direct or indirect ownership interests in the Person that owns title to a JQH Subject Hotel pursuant to a Sale.

"Subsidiary" of any Person means any other Person that, now or at any time hereafter, is directly or indirectly owned 50% or more (in terms of voting securities or other voting ownership or partnership interest) by such first Person; provided, however, that such other Person shall be deemed to be a "Subsidiary" only so long as the foregoing test continues to be met.

ARTICLE II
RIGHT OF FIRST REFUSAL

2.1 Right of First Refusal Granted to Sponsor Entity.

(a) Prior to the Sale of any JQH Subject Hotel, the applicable JQH Entity owning such JQH Subject Hotel shall provide to Sponsor Entity a written purchase and sale agreement, expressly subject to Sponsor Entity's rights hereunder, executed by the Person selling such JQH Subject Hotel and a *bona fide* third-party buyer, requiring a cash deposit of at least five percent (5%) of the purchase price, refundable only if a Sponsor Acceptance Notice (defined below) is received, but otherwise nonrefundable, and setting forth the price for each such JQH Subject Hotel and other material terms upon which such Person has agreed with such third-party buyer to Sell each such JQH Subject Hotel, together with any written information provided to such third-party buyer with respect to such JQH Subject Hotel (the "Sponsor ROFR Notice"). Upon receipt of the Sponsor ROFR Notice, any Sponsor Entity may elect to purchase any such JQH Subject Hotel from the applicable seller thereof by providing a notice to such JQH Entity within thirty (30) days following the date of the Sponsor ROFR Notice (the "Sponsor Acceptance Notice"). If no Sponsor Entity responds to the Sponsor ROFR Notice within such thirty-(30-) day period (the "Sponsor ROFR Period"), the Sponsor Entity shall be deemed to have declined to purchase such JQH Subject Hotel pursuant to this Agreement.

(b) If any Sponsor Entity exercises its right of first refusal hereunder and sends a Sponsor Acceptance Notice within the Sponsor ROFR Period, then (i) contemporaneously with the delivery of the Sponsor Acceptance Notice, such Sponsor Entity shall deposit a nonrefundable amount equal to the lesser of (y) the amount of any earnest money deposit required to be made by such third-party buyer as set forth in the Sponsor ROFR Notice, or (z) one percent (1%) of the purchase price set forth in the Sponsor ROFR Notice (the "Sponsor Deposit") in escrow with a title insurance company or other escrow agent approved in advance by the parties and (ii) the parties shall close such sale transaction on substantially identical economic terms, except that (I) the purchase price payable by such Sponsor Entity shall be net of any broker's commission payable pursuant to the transaction described in the Sponsor ROFR Notice, (II) if the Sponsor ROFR Notice describes any non-cash consideration payable as all or any part of the purchase price of such JQH Subject Hotel, then a Sponsor Entity shall have the right to (A) pay non-cash consideration of a similar type and of equivalent value, and/or (B) pay cash consideration equivalent in value to such non-cash consideration, and (III) such JQH Subject Hotel shall be transferred (A) free and clear of any existing management agreement, (B) free and clear of any liens or encumbrances or restrictions or agreements of any kind of any Affiliate of JQH or any JQH Entity, and (C) if such JQH Subject Hotel is to be transferred subject to an existing mortgage pursuant to the transaction described

in the Sponsor ROFR Notice, then JQH, or the applicable JQH Entity selling such JQH Subject Hotel, will pay any fee payable to the holder of such mortgage by reason of such transfer, and (D) if any fee is payable to any licensor or franchisor under any License Agreement affecting such JQH Subject Hotel by reason of such transfer, JQH or the applicable JQH Entity selling such JQH Subject Hotel, will pay any such fee. The Sale to such Sponsor Entity of such JQH Subject Hotel shall be closed at the time and on the date specified in the Sponsor ROFR Notice, but not earlier than sixty (60) days following the date of the Sponsor Acceptance Notice. The closing shall take place on the terms set forth in the Sponsor ROFR Notice, except as otherwise provided herein. If such Sponsor Entity shall fail to consummate such sale transaction in accordance with its terms, then the applicable seller shall have the right to sell the applicable JQH Subject Hotel as set forth in Section 2.1(c) below, and such seller may, as its sole and exclusive remedy, retain the Sponsor Deposit as liquidated damages, and not as a penalty.

(c) If no Sponsor Entity delivers a Sponsor Acceptance Notice prior to the end of the Sponsor ROFR Period, then the applicable JQH Entity, or its applicable Subsidiary shall, as of the end of the Sponsor ROFR Period (or the earlier waiver of such period by the Sponsor Entity), be free thereafter to sell the JQH Subject Hotel to such third parties on substantially identical terms as those set forth in the Sponsor ROFR Notice, and the Sponsor Entity shall provide to the applicable JQH Entity or the applicable Subsidiary the documents necessary to release its recorded right of first refusal as provided herein; and such documents shall be recorded upon closing of the sale of the JQH Subject Hotel to such third party; provided, however, that if the JQH Entity which owns the JQH Subject Hotel subsequently proposes to sell such JQH Subject Hotel to such third party for a price (the "Final Price") which is less than the price specified in the Sponsor ROFR Notice by an amount in excess of $50,000, then such JQH Entity shall, at least thirty (30) days prior to closing of such Sale, so notify Sponsor Entity, and Sponsor Entity shall have a period of fifteen (15) days within which to execute (at its option) a binding agreement to purchase such JQH Subject Hotel for the Final Price (net of any broker's commission) and with substantially identical economic terms as such JQH Entity proposed to sell such JQH Subject Hotel to such third party, except as otherwise provided in Section 2.1(b) herein. If Sponsor Entity elects to execute such purchase agreement and delivers a Sponsor Deposit with respect thereto, the applicable JQH Entity shall be obligated to accept it, and the Sale of such JQH Subject Hotel to such Sponsor Entity will thereafter be finalized in accordance with the provisions of Section 2.1 (b). If the applicable JQH Entity has not succeeded in consummating the Sale of such JQH Subject Hotel to such third party on substantially identical terms as those contained in the Sponsor ROFR Notice within 30 days after the time and date for closing of such transaction as set forth in the Sponsor ROFR Notice, then the applicable JQH Entity shall again comply with all of the provisions of this Section 2.1 prior to any Sale of such JQH Subject Hotel.

(d) It is understood and agreed that, if a Sponsor ROFR Notice is delivered hereunder with respect to a Sale of a partial interest in any JQH Subject Hotel, including any partial interest in the Person directly or indirectly owning title to any such JQH Subject Hotel, then Sponsor Entity shall have the right, but not the obligation, to deliver hereunder a Sponsor Acceptance Notice with respect to 100% of the interest in each such JQH Subject Hotel, and such Sponsor Entity shall purchase 100% of each such JQH

Subject Hotel for a purchase price calculated in proportion to the purchase price set forth in such Sponsor ROFR Notice and otherwise pursuant to the provisions of this Section 2.1. For example, if the Sponsor ROFR Notice provides that 20% of the interest in a JQH Subject Hotel will be sold for $1,000,000, then Sponsor Entity may deliver a Sponsor Acceptance Notice, in accordance herewith, to purchase 100% of such JQH Subject Hotel for a purchase price of $5,000,000, and otherwise on the terms and conditions set forth in the Sponsor ROFR Notice.

(e) It is understood and agreed that the rights granted to Sponsor Entity in this Section 2.1 are and shall be subordinate only to (i) that certain Restriction, Repurchase and Right of First Refusal Agreement, entered into as of October 18, 1999 by and between Galatyn Park Corporation, a Delaware corporation and JQH, as Trustee of the JQH Trust relating to that certain hotel known as the Renaissance Dallas-Richardson, located at 900 East Lookout Drive, Richardson, Texas 75082, and (ii) a right of first refusal currently being negotiated between JQH and Jeff Smith relating to that certain Hotel Property being developed by JQH in Colorado Springs, Colorado. Each of JQH and any applicable JQH Entity agrees to cooperate with and assist Sponsor Entity in any negotiations between Sponsor Entity and either of such holders of such rights of first refusal described in this subparagraph (e) and to keep Sponsor Entity informed as to the status of such rights of refusal in the event of a Sale of either such Hotel Property, and, in any event, if such rights are not exercised by such holders in accordance with their respective terms, all of the terms and conditions contained in this Agreement shall be in full force and effect with respect to each such Hotel Property.

2.2 License Agreements; Mortgages.

(a) JQH and each JQH Entity agrees that, from and after the date hereof, any franchise agreement or license agreement (each, a "License Agreement") amended, modified or extended, and any new License Agreement executed by any of JQH or any JQH Entity in connection with a JQH Subject Hotel shall specify that a transfer of such JQH Subject Hotel to any Sponsor Entity is permitted under such License Agreement, without consent of such licensor or franchisor, and JQH and each such JQH Entity will use his or its best efforts to negotiate that no fee is payable by reason of any such permitted transfer.

(b) JQH and each JQH Entity agrees that, from and after the date hereof, any mortgage or deed of trust document ("Mortgage") amended, modified or extended, and any new Mortgage executed by any of JQH or any JQH Entity in connection with a JQH Subject Hotel shall specify that a transfer of such JQH Subject Hotel to Sponsor Entity is permitted under such Mortgage, without consent of such lender or mortgagee, and JQH and each such JQH Entity will use his or its best efforts to negotiate that no fee is payable by reason of any such permitted transfer.

(c) Each Sponsor Entity agrees to deliver to any lender, mortgagee, licensor or franchisor under a Mortgage or a License Agreement affecting any applicable JQH Subject Hotel, any and all financial and other information which may reasonably be

requested by any such lender or franchisor in connection with its agreement to permit transfer of any JQH Subject Hotel to any Sponsor Entity.

2.3 Transfers in Violation Void. Any Sale by JQH or any JQH Entity of any JQH Subject Hotel in violation of the terms and provisions of this Agreement shall be void and of no force or effect.

ARTICLE III
GENERAL PROVISIONS

3.1 Term of Agreement; Suspension of Agreement.

(a) This Agreement shall continue in effect from the date hereof until all of the JQH Subject Hotels have been Sold.

(b) In the event (i) of the occurrence of a material funding default by Lender (defined below) under the Loan Agreement dated as of September 16, 2005 between John Q. Hammons Hotels Development, LLC, a Missouri limited liability company ("Borrower"), as Borrower and Atrium Lendco, LLC, a Delaware limited liability company ("Lender"), as Lender (the "Line of Credit Agreement"), which is not cured within thirty (30) days after receipt by Lender of notice from Borrower of such material funding default, and (ii) no material default by Borrower under the Line of Credit Agreement has occurred, then JQH shall have the right, upon delivery of at least fifteen (15) days' prior written notice, to suspend the effectiveness of this Agreement during the period that both (i) and (ii) above are undisputed. In the event that the existence of a material funding default by Lender or the existence of a material default by Borrower is disputed as between the parties (in any such case, a "Disputed LOC Default"), then the parties to this Agreement agree (which agreement shall have no effect on any rights or obligations of Borrower or Lender under the Line of Credit Agreement) to submit such dispute to an arbitration proceeding, such arbitration to be completed within seventy-five (75) days of receipt by Borrower of a notice from Sponsor Entity of a Disputed LOC Default (a "Disputed LOC Default Notice"), held in a neutral city and conducted in accordance with the rules of the American Arbitration Association in effect at the date such Disputed LOC Default Notice is given, but not under the authority of that Association. Such arbitration proceeding shall be conducted by an arbitrator who is a partner at a nationally recognized accounting firm, or any other person with experience in the matter or matters to be arbitrated, mutually selected by Sponsor Entity and JQH. If JQH and Sponsor Entity fail to agree on an arbitrator within fifteen (15) days (the "Arbitrator Selection Period") of Borrower's receipt of a Disputed LOC Default Notice from Sponsor Entity, then, within ten (10) days after the expiration of the Arbitrator Selection Period, JQH and Sponsor Entity each shall select one arbitrator who is a partner at a nationally recognized accounting firm, or any other person with experience in the matter or matters to be arbitrated, who shall then select a third arbitrator who meets the qualifications specified above to conduct the arbitration. The decision of the arbitrator shall be binding upon the parties to this Agreement, and neither party shall have the right to appeal any such decision (except in the case of manifest error). The thirty- (30-) day cure period, or, if applicable, the fifteen- (15-) day notice period referenced in the

preceding sentence shall commence upon the issuance of an arbitration decision by such arbitrator.

3.2 Sale of JQH Subject Hotels upon JQH Demise. JQH, each applicable JQH Entity and the JQH Trust agree that, upon the death of JQH, the JQH Trust and each applicable JQH Entity will Sell for cash or cause the Sale for cash of all of the JQH Subject Hotels to be completed no later than the later to occur of (a) two (2) years after the date of JQH's demise, and (b) full redemption or other permitted disposition by JQH and his Affiliates of all of his and their preferred interests in Newco. Subject to the provisions of Section 3.16 herein, each of Sponsor Entity and the JQH Trust and other applicable JQH Entity agrees, for a period expiring 90 days after the date of JQH's demise, to negotiate exclusively and in good faith with each other to Sell the JQH Subject Hotels to a Sponsor Entity or an Affiliate thereof for prices and upon terms mutually acceptable to the JQH Trust or other applicable JQH Entity and to Sponsor Entity. Any other Sale of a JQH Subject Hotel shall be subject to the provisions of this Agreement.

3.3 Successors and Assigns.

(a) This right of first refusal of Sponsor Entity may be assigned, without JQH's approval, to any other Person controlled, directly or indirectly, by any Sponsor Entity or Newco or any Affiliate of any of them. Any other assignment of any Sponsor Entity's rights hereunder shall be subject to JQH's prior written approval. Except as provided in the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors by operation of law or otherwise. Notwithstanding anything herein to the contrary, following delivery of a Sponsor Acceptance Notice, such Sponsor Entity may assign the right to purchase such JQH Subject Hotel to any other Sponsor Entity or an Affiliate thereof.

(b) Notwithstanding anything to the contrary set forth in this Agreement, each of JQH and any applicable JQH Entity owning a JQH Subject Hotel or direct or indirect interest therein agrees not to transfer, by means of gift, charitable contribution or donation to a charitable organization or otherwise, any JQH Subject Hotel or interest therein during the term of this Agreement, other than the Chateau, the initial transfer of which is subject to a separate agreement of even date herewith among the parties hereto. Any subsequent sale of the Chateau for consideration shall be deemed to be a Sale hereunder and shall be subject to the terms and conditions of this Agreement.

3.4 Delivery of Information. JQH and each JQH Entity agrees to deliver to the other parties hereto any and all broker solicitations and correspondence and any and all written offers to purchase or expressions of interest in any JQH Subject Hotel, identifying the interested party (whether solicited or unsolicited), within ten (10) days after receipt thereof. In addition, subject to the provisions of Section 3.16 herein, each of JQH and any JQH Entity agrees, to the extent not otherwise delivered in accordance with any other Formation Transaction document, to deliver to the other parties hereto (for informational purposes only) annual operating statements of each JQH Subject Hotel, together with annual budgets for each JQH Subject Hotel.

3.5 Amendments; Waivers. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties hereto. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive such party of the right to insist later on adherence hereto, or thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party against whom enforcement is sought in order to be effective.

3.6 Governing Law. The interpretation and construction of this Agreement and (unless otherwise expressly provided herein) all amendments hereof and waivers and consents hereunder shall, to the extent the particular subject matter is controlled by state law, be governed by and be construed in accordance with the substantive law of the State of Delaware, without regard to the conflicts of laws principles thereof.

3.7 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.7.

3.8 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties only in the Courts of the State of Delaware or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

3.9 Entire Agreement. This Agreement 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 supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between them with respect to such subject matter.

3.10 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered by hand or certified mail, return receipt requested, postage prepaid, (b) when transmitted by telecopier (providing electronic confirmation of transmission) or (c) when received if sent by overnight courier (providing proof of delivery), to the addressee at the following addresses or telecopier numbers (or to such other address or telecopier number as a party may specify from time to time by notice hereunder):

(i) If to JQH:

John Q. Hammons
300 John Q. Hammons Parkway,
Suite 900
Springfield, Missouri 65806
Telephone: (417) 864-4300
Facsimile: (417) 873-3511

with a copy (which shall not constitute notice) to:

Blackwell Sanders Peper Martin LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attn: Gary D. Gilson and
David C. Agee
Telephone: (816) 983-8000
Facsimile: (816) 983-8080

(ii) If to Sponsor Entity:

Jonathan D. Eilian
JD Holdings, LLC
152 West 57th Street, 56th Floor
New York, New York 10023
Telephone: (212) 884-8827
Facsimile: (212) 884-8753

with a copy (which shall not constitute notice) to:

Kaye Scholer, LLC
Three First National Plaza,
70 West Madison Street, Suite 4100
Chicago, Illinois 60602
Attention: Gary R. Silverman and
Lauretta J. Moran
Telephone: (312) 583-2300
Facsimile: (312) 583-2360

3.11 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. References to "Sections" refer to Sections of this Agreement, unless otherwise stated.

3.12 Severability. If any term or provision of this Agreement or the application thereof to any party hereto or set of circumstances shall, in any jurisdiction and to any extent, be finally held to be invalid or unenforceable, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and puts the parties in a position as nearly comparable as possible to the position they would have been in but for such finding of invalidity or unenforceability, while remaining valid and enforceable.

3.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

3.14 Remedies Including Injunction and Specific Performance.

(a) In the event that any JQH Entity shall fail to perform any of its obligations under this Agreement, the Sponsor Entity shall be entitled, in addition to any other remedy that may be available at law or in equity as a result of such failure, to obtain an injunction and/or specific performance of any such obligations as a remedy for such breach, and each JQH Entity further waives any requirements for securing or posting a bond in connection with any such remedy.

(b) In the event that any JQH Entity shall default in the performance of any of its obligations hereunder in any material respect, then the Sponsor Entity shall have the right (i) to payment by such JQH Entity of any and all attorneys' fees and costs, including any court costs and costs of any consultants incurred by such Sponsor Entity in seeking to enforce its rights under this Agreement, and (ii) to purchase any JQH Subject Hotel in relation to which the JQH Entity failed to perform its obligations under this Agreement, in accordance with the provisions of this Agreement, except that the purchase price

payable by such Sponsor Entity to purchase such JQH Subject Hotel shall equal eighty percent (80%) of the price otherwise payable hereunder.

3.15 Recording. Each of the parties hereto agrees that this Agreement evidences a right in real property of each of the parties hereto, and each agrees that this Agreement, or a Memorandum of this Agreement summarizing its material terms, shall be recorded in the appropriate recording office for each JQH Subject Hotel at closing of the Formation Transaction. JQH and each applicable JQH Entity hereby agrees that this Agreement or a Memorandum hereof may be recorded in any appropriate recording office in connection with any JQH Subject Hotel acquired or developed by JQH or any JQH Entity from and after the date hereof, and JQH and each JQH Entity hereby authorizes Sponsor Entity to record such Agreement or Memorandum.

3.16 Confidentiality. Except as otherwise required by law or judicial order or decree or by any governmental authority, each Sponsor Entity shall maintain the confidentiality of all nonpublic information obtained by it under this Agreement in a Sponsor ROFR Notice or pursuant to Section 3.4 herein, unless such information becomes known to the public in a manner unrelated to such Sponsor Entity. It is understood and agreed that such nonpublic information may be disclosed to attorneys, consultants, officers, directors, members or agents of any Sponsor Entity, to the extent deemed necessary by such Sponsor Entity, subject to such attorneys', consultants', officers', directors', members' or agents' maintaining the confidentiality of such information as set forth herein.

[SIGNATURE PAGES FOLLOW]

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: _____
Name: Jonathan D. Eilian
Title: Sole Member

_____
JOHN Q. HAMMONS

_____
JOHN Q. HAMMONS, as Trustee of the REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

HAMMONS OF NEW MEXICO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

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

HAMMONS OF FRISCO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

HAMMONS OF COLORADO, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

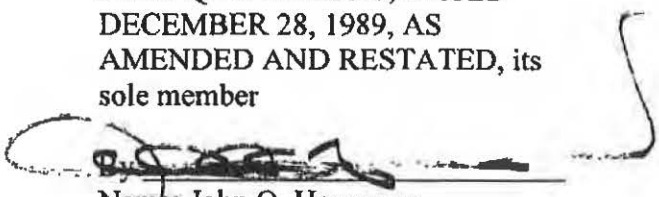
HAMMONS OF ARKANSAS, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

HAMMONS OF SOUTH CAROLINA, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member



Name: John Q. Hammons
Title: Trustee

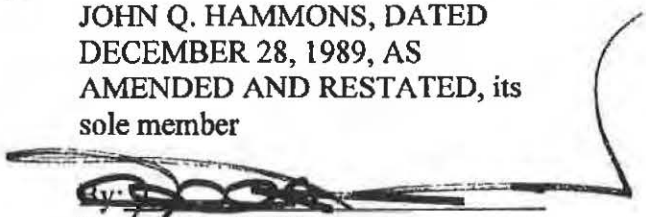
HAMMONS OF HUNTSVILLE, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

Name: John Q. Hammons
Title: Trustee

HAMMONS OF LINCOLN, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member



Name: John Q. Hammons
Title: Trustee

HAMMONS OF FRANKLIN, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: 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, its sole member

By:
Name: John Q. Hammons
Title: Trustee

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, its sole member

By:
Name: John Q. Hammons
Title: Trustee

JOHN Q. HAMMONS CENTER, LLC

By: THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED, its sole member

By:
Name: John Q. Hammons
Title: Trustee

CITY CENTRE HOTEL CORPORATION

By:
Name: John Q. Hammons
Title: President

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jonathan D. Eilian, the Sole Member of JD Holdings, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and deed and the free and voluntary act of such limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461 DOC
Sponsor ROFR

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of the JOHN Q. HAMMONS REVOCABLE TRUST, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF NEW MEXICO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

31147461 DOC
Sponsor ROFR

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF FRISCO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Joyce I. Francis
Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF COLORADO, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Joyce I. Francis
Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF ARKANSAS, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF SOUTH CAROLINA, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF HUNTSVILLE, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF LINCOLN, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF FRANKLIN, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of HAMMONS OF RICHARDSON, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of RICHARDSON HAMMONS, LP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Joyce I. Francis
Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, the Trustee of JOHN Q. HAMMONS CENTER, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of SEPTEMBER, 2005.

Joyce I. Francis
Notary Public

My commission expires: MARCH 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

STATE OF New York)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Q. Hammons, President of CITY CENTRE HOTEL CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 2005.

Joyce I. Francis
Notary Public

My commission expires: March 28, 2009

JOYCE I. FRANCIS
Notary Public, State of New York
No. 01FR6124292
Qualified in New York County
Commission Expires March 28, 2009

Exhibit A

JQH Subject Hotels and Legal Descriptions

A. Developed Hotels

1. Courtyard by Marriott
3527 West Kearney, Springfield, Missouri 65803
Owner: Richardson Hammons, LP

2. University Plaza Hotel and Convention Center
333 S John Q. Hammons Parkway, Springfield, Missouri 65806
Owner: John Q. Hammons Trust

3. Embassy Suites Lincoln
1040 P Street, Lincoln, Nebraska 68508
Owner: John Q. Hammons Trust

4. Holiday Inn City Centre
100 W 8th St., Sioux Falls, South Dakota 57104
Owner: City Centre Hotel Corporation

5. Sheraton Hotel Sioux Falls
1211 N. West Ave., Sioux Falls, South Dakota 57104
Owner: John Q. Hammons Trust

6. Embassy Suites Nashville South/Cool Springs
820 Crescent Centre Drive, Franklin, Tennessee 37067
Owner: Richardson Hammons, LP

7. Renaissance Dallas Richardson
900 East Lookout Drive, Richardson, Texas 75082
Owner: Richardson Hammons, LP

8. Residence Inn Springfield
1303 East Kingsley Street, Springfield, Missouri 65804
Owner: Richardson Hammons, LP

9. Embassy Suites Northwest Arkansas
3303 Pinnacle Hills Parkway, Rogers, Arkansas 72758
Owner: Hammons of Arkansas, LLC

10. Courtyard by Marriott Oklahoma City Downtown
2 West Reno Avenue, Oklahoma City, Oklahoma 73102
Owner: John Q. Hammons Trust

11. Renaissance Tulsa Hotel & Convention Center
6808 South 107th East Avenue, Tulsa, Oklahoma 74133
Owner: John Q. Hammons Trust

12. Embassy Suites Hot Springs
400 Convention Boulevard, Hot Springs, Arkansas 71901
Owner: Hammons of Arkansas, LLC

13. Residence Inn Charleston Airport
5035 International Boulevard, North Charleston, SC 29418
Owner: Hammons of South Carolina, LLC

14. Courtyard by Marriott Junction City
310 Hammons Drive, Junction City, Kansas 66441
Owner: John Q. Hammons Trust

15. Embassy Suites Albuquerque
1000 Woodward Place NE, Albuquerque, New Mexico 87102
Owner: Hammons of New Mexico, LLC

16. Embassy Suites Dallas-Frisco
7600 John Q. Hammons Drive, Frisco, Texas 75034
Owner: Hammons of Frisco, LLC

17. Embassy Suites St. Louis-St. Charles
Two Convention Center Plaza, St. Charles, MO 63303
Owner: John Q. Hammons

18. Holiday Inn Express Springfield
1117 East St. Louis Street, Springfield, Missouri 65806
Owner: John Q. Hammons Trust

19. Embassy Suites at Hampton Roads Convention Center
1700 Colseum Drive, Hampton, VA 23666
Owner: John Q. Hammons Trust

20. Chateau on the Lake Resort Spa and Convention Center
415 North State Highway 265, Branson, Missouri 65616
Owner: Chateau Lake LLC

B. Properties Under Construction / Development

1. Embassy Suites
800 Monroe Street, Huntsville, AL 35801
Owner: Hammons of Huntsville, LLC

2. Embassy Suites
East Peoria, IL
Owner: John Q. Hammons Trust

3. Embassy Suites
Concord, North Carolina
Owner: John Q. Hammons Trust

4. Embassy Suites: Loveland, CO

5. Embassy Suites: San Marcos, TX

6. Residence Inn: LaVista, NE

7. Marriott: Normal, IL

8. Embassy Suites, Bricktown, OK

9. Embassy Suites, Asheville, NC

10. Marriott: Rogers, AR

11. Marriott: Colorado Springs, CO

12. Marriott: North Charleston, SC

13. Residence Inn: Joplin, MO

SCHEDULE A

File No.: 2003158

Commitment No.: 2003158

EXHIBIT A

LOT B:
THAT CERTAIN TRACT OF LAND BEING A PART OF SECTION FIVE (5), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, SITUATED IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION FIVE (5); THENCE NORTH 02° 32' 43" EAST, 68.58 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE SOUTH 89° 03' 55" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE 208.87 FEET; THENCE SOUTH 88° 57' 05" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 520.87 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 00' 01" WEST, 248.33 FEET; THENCE NORTH 89° 59' 51" EAST, 116.86 FEET; THENCE SOUTH 89° 59' 50" EAST, 110.26 FEET; THENCE SOUTH 00° 00' 00" EAST, 277.49 FEET; THENCE NORTH 88° 54' 04" WEST, 30.55 FEET; THENCE NORTH 62° 00' 33" WEST, 55.25 FEET; THENCE NORTH 89° 03' 01" WEST, 37.89 FEET; THENCE NORTH 88° 57' 05" WEST, 109.92 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

SCHEDULE A

File No.: 2003158 Commitment No.: 2003158

LOT C:
THAT CERTAIN TRACT OF LAND BEING A PART OF SECTION FIVE (5), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, SITUATED IN GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION FIVE (5);THENCE NORTH 02° 32' 43" EAST, 68.58 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE SOUTH 89° 03' 55" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 208.87 FEET; THENCE SOUTH 88° 57' 05" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 46.70 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00° 03' 16" WEST, 100.26 FEET; THENCE NORTH 04° 10' 17" EAST, 26.40 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 181.50 FEET, A CENTRAL ANGLE OF 68° 18' 18", AN ARC DISTANCE OF 216.38 FEET, (CHORD BEARING NORTH 42° 29' 42" EAST), THENCE NORTH 00° 00' 00" EAST, 224.46 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 41° 58' 03" EAST, 90.20 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 622.76 FEET, A CENTRAL ANGLE OF 29° 36' 31", AN ARC DISTANCE OF 321.82 FEET, (CHORD BEARING NORTH 56° 44' 49" EAST) THENCE, SOUTH 00° 00' 00" EAST, 164.84 FEET; THENCE, NORTH 90° 00' 00" EAST, 125.00 FEET; THENCE SOUTH 00° 00' 00" EAST, 338.32 FEET; THENCE SOUTH 89° 59' 51" WEST, 116.86 FEET; THENCE SOUTH 00° 00' 01" EAST, 248.33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KEARNEY STREET; THENCE, NORTH 88° 57' 05" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 474.17 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

UPDATES AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS

SCHEDULE A

PREMIUM: STANDARD	RISK RATE $342.00 TOTAL CHARGES $851.00	Case Number:
SI/M: LP2112087		204403
Amount of Insurance:	Date of Policy:	Policy Number:
$365,000.00	JULY 2, 1992 AT 2:10 P.M.	OP 572939

1. Name of Insured: JOHN Q. HAMMONS AND JUANITA K. HAMMONS, HUSBAND AND WIFE

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple.

3. Title to the estate or interest in the land is vested in the insured.

4. The land referred to in this Policy is situated in the County of GREENE, State of Missouri, and is described as follows:

TRACT I:

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT A RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, MORE OR LESS, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86°20' WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART DEEDED, TAKEN, OR USED FOR STREET, ROAD, OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBE ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P. W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN A WARRANTY DEED DATED APRIL 24, 1951, AND RECORDED IN BOOK 909, AT PAGE 103, IN THE OFFICE OF THE RECORDER OF DEEDS OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SCHEDULE A CONTINUED, NEXT PAGE

TRACT II:

ALL OF LOT TWO (2) IN PLOT 1 IN MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT III:

ALL OF THE WEST THIRTY-ONE (31) FEET OF LOT THREE (3) IN PLOT 1 IN MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.