

WHEN RECORDED, RETURN TO:

Kathy T. Kresser  
City Recorder  
Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

Tax Parcel No. 14:054:0125

**MODIFICATION TO DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "**Modification**") is effective as of the 21 day of June, 2016 by and among JACQUELINE A. DOWDY and GREGGORY D. GROVES, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated (collectively, "**Trustor**"), in favor of KEYSTONE TITLE INSURANCE AGENCY, L.L.C. ("**Trustee**"), for the benefit of PLEASANT GROVE CITY REDEVELOPMENT AGENCY ("**Beneficiary**"). Trustor, Trustee and Beneficiary are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

A. Trustor (by its then current Trustee), the City of Pleasant Grove (the "**City**") and Beneficiary entered into that certain Real Estate Purchase and Development Agreement on July 3, 2006, as amended, modified, or restated from time to time (the "**Development Agreement**"), regarding the construction and operation of a hotel and convention center development on the real property more particularly described on the attached **Exhibit "A."**

B. The payment and performance obligations of Trustor in the Development Agreement are secured by that certain Deed of Trust, Security Agreement and Fixture Filing, dated December 1, 2011, from Trustor (by its then current Successor Trustees) to Trustee for the benefit of Beneficiary, recorded December 1, 2011 in the Utah County Recorder's office, as Entry No. 86337:2011 (the "**Deed of Trust**"), which also secures payment and performance of each and every obligation of Trustor under the Deed of Trust and under any other document given to evidence or further secure Trustor's obligations under the Development Agreement as well as the payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of the Deed of Trust, together with interest thereon as provided in the Deed of Trust.

C. Trustor, the City and Beneficiary further amended the Development Agreement in that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated June 21, 2016 (the "**Fifth Amendment**").

D. The Parties would like to amend the Deed of Trust to amend the definition of the Development Agreement to specifically reference the Fifth Amendment.

NOW THEREFORE, in consideration of the mutual covenants and terms set forth in this Modification, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Deed of Trust as follows:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the Parties and are incorporated into this Modification by reference.

2. Specific Deed of Trust Modification. Effective as of the date of this Modification, Recital B of the Deed of Trust is amended and restated in its entirety as follows:

Trustor, the City of Pleasant Grove (the "City"), and Beneficiary have entered into that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated June 21, 2016 (the "**Fifth Amended and Restated Agreement**"), which amends and restates (in part) the following agreements: Real Estate Purchase and Development Agreement, dated July 3, 2006, among DMB Investments, LLC ("DMB"), Don Brandt ("**Brandt**"), BW Inc. ("**BW**"), Trustor (by its then current Trustee), and Beneficiary (the "**Original Agreement**"), as amended by the Amendment to Purchase and Development Agreement, dated June 3, 2006, dated December 15, 2006, among DMB, Brandt, BW, Trustor (by its then current Trustee) and Beneficiary (the "**First Amendment**"), as amended by the Addendum #1 to the Real Estate Purchase and Development Agreement dated July 3, 2006 by and among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons and Pleasant Grove City, dated January 11, 2007, among DMB, Brandt, BW, Trustor (by its then current Trustee), and Beneficiary (the "**Addendum #1**"), as amended by the Amended and Restated Agreement Hammons Hotel Project – Construction and Operation, dated December 1, 2009, among the City, Beneficiary and Trustor (by its then current Trustee) (the "**Amended and Restated Agreement**"), as amended by the Third Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated November 30, 2010, among the City, Trustor (by its then current Successor Trustees) and Beneficiary (the "**Third Amended and Restated Agreement**"), as amended by the Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated December 1, 2011, among the City, Trustor (by its then current Successor Trustees), and Beneficiary (the "**Fourth Amended and Restated Agreement**") (the Original Agreement, as amended by the First Amendment, as amended by the Addendum #1, as amended by the Amended and Restated Agreement, as amended by the Third Amended and Restated Agreement, as amended by the Fourth Amended and Restated Agreement, as amended by the Fifth Amended and Restated Agreement, and as may be further amended, modified or restated from time to time, are collectively, the "**Development Agreement**"). The parties entered into that certain Memorandum of Agreement executed by Trustor (by its then current Successor Trustees) and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

3. Grant of Lien and Security Interest. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as secured party, a security interest in the real and personal property described in the Granting Clauses of the Deed of Trust with respect to the real property described on **Exhibit "A"** to this Modification for the same purposes as described in the Deed of Trust.

4. Effect of Modification. Except as the Deed of Trust has been modified hereby, the Deed of Trust is unmodified and remains in full force and effect.

5. Representations. Each of Trustor, Trustee and Beneficiary has entered into this Modification intending to be bound by the provisions hereof. Trustor, Trustee and Beneficiary represent and warrant to each other that each of them possesses all requisite power and authority to enter into this Modification, and that the person or persons who sign this Modification in its behalf have been duly authorized to do so.

6. Conflicts. In the event of a conflict in the terms and provisions of the Deed of Trust and this Modification, the provisions of this Modification shall control.

7. Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of Trustor, Trustee, Beneficiary and their respective successors and assigns. This Modification shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

8. Counterparts. This Modification may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

9. Reaffirmation. Trustor hereby ratifies and reaffirms all terms, covenants and conditions of the Deed of Trust, including, without limitation, the liens and security interests granted in favor of Beneficiary in the Deed of Trust, as the same may be amended by this Modification, and all of Trustor's obligations under the Deed of Trust.

*[Signature pages follow]*

Dated effective as of the date first above written.

TRUSTOR:

*Jacqueline A. Dowdy*

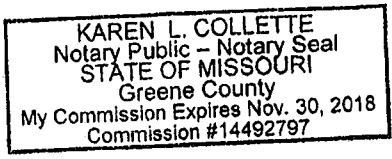
Jacqueline A. Dowdy, solely in her capacity as Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated

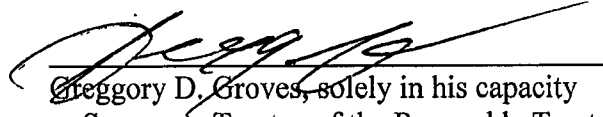
State of Missouri     )  
                                  :ss  
County of Greene     )

The foregoing instrument was acknowledged before me this 25 day of April, 2016, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated.

*Karen L. Collette*  
NOTARY PUBLIC  
Residing at: Springfield, Mo

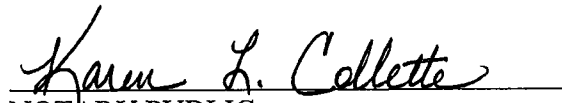
My commission expires: 11-30-18



  
Gregory D. Groves, solely in his capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989 as amended and restated

State of Missouri     )  
                                  :SS  
County of Greene     )

The foregoing instrument was acknowledged before me this 25 day of April,  
2016, by Gregory D. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

  
NOTARY PUBLIC  
Residing at: Springfield, Mo

My commission expires: 11-30-18

KAREN L. COLLETTE  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Nov. 30, 2018  
Commission #14492797

**BENEFICIARY:**

PLEASANT GROVE CITY  
REDEVELOPMENT AGENCY

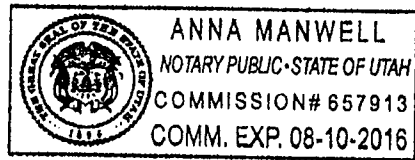
By: Michael W. Daniels  
Name: Michael W. Daniels  
Its: Mayor/Chair

State of Utah )  
                  ) :SS  
County of Utah )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2016, by Michael W. Daniels, the Chair of PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

Anna Manwell  
NOTARY PUBLIC  
Residing at: Pleasant Grove, Utah

My commission expires: 8-10-16



**ATTEST:**

By: Kathy T. Kresser  
Name: Kathy T. Kresser  
Its: Secretary



## EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Utah County, Utah:

Beginning at a point North 89°32'26" East 495.45 feet along the section line and North 46.99 feet from the South Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 26°20'54" West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 42°44'49" West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 37°59'12" West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 45°10'20" West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North 34°31'31" East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 31°28'29" East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 88°05'02" East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 38°18'48" East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South 51°41'12" East 33.25 feet; thence Southeasterly 134.92 feet along the arc of a 300.00 foot radius curve to the left, (center bears North 38°18'48" East and long chord bears South 64°34'13" East 133.78 feet, with a central angle of 25°46'02"); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South 12°32'46" West and long chord bears South 42°39'29" East 1,027.17 feet, with a central angle of 69°35'29"); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North 82°08'15" East and long chord bears South 35°45'25" East 669.02 feet, with a central angle of 55°47'21") to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land, situate in the South Half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°37'36" East 1941.88 feet along the Quarter Section line and South 1235.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running: thence South 51°36'51" East 32.98 feet; thence Southeasterly 135.27 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 64°31'52" East 134.12 feet, through a central angle of 25°50'02"); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South 12°33'07" West and the long chord bears South 42°39'20" East 1027.10 feet, through a central angle of 69°35'07"); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North 82°08'14" East and the long chord bears South 48°50'57" East 937.91 feet, through a central angle of 81°58'23"); thence South 89°50'09" East 105.79 feet; thence South 0°01'40" West 52.00 feet; thence North 89°50'09" West 3.80 feet; thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius non-tangent curve to the left (center bears North 89°50'09" West and the long chord bears North 44°50'09" West 35.36 feet,

through a central angle of 90°00'00"); thence North 89°50'09" West 77.11 feet; thence Northwesterly 1061.58 feet along the arc of a 742.00 foot radius tangent curve to the right (center bears North 0°09'51" East and the long chord bears North 48°50'57" West 973.33 feet, through a central angle of 81°58'23"); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South 82°08'14" West and the long chord bears North 24°20'44" West 495.39 feet, through a central angel of 32°57'56"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent compound curve to the left (center bears South 49°10'18" West and the long chord bears North 68°41'08" West 56.07 feet, through a central angel of 55°42'52"); thence Northwesterly 136.50 feet along arc of an 81.00 foot radius tangent reverse curve to the right (center bears North 6°32'34" West and the long chord bears North 48°15'57" West 120.91 feet, through a central angle of 96°33'13"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent reverse curve to the left (center bears North 89°59'20" West and the long chord bears North 27°50'46 West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 331.32 feet along the arc of an 873.00 foot radius tangent compound curve to the left (center bears South 34°17'48" West and the long chord bears North 66°34'33" West 329.34 feet, through a central angle of 21°44'41"); thence Northwesterly 147.44 feet along the arc of a 327.00 foot radius tangent reverse curve to the right (center bears North 12°33'07" East and the long chord bears North 64°31'52" West 146.19 feet, through a central angle of 25°50'02"); thence North 51°36'51" West 32.95 feet to the East line of Pleasant Grove Blvd.; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 31, Township 5 South, Range 2 East, SLB&M, incident to the construction of an expressway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said two entire tracts and the existing Northeasterly I-15 highway right of way and no access line which point is 856.68 feet North 89°32'26" East along the section line and 1190.42 feet South from the North Quarter corner of said Section 31; and running thence along said existing no access line the following three (3) courses and distances; (1) thence North 49°52'10" West 897.44 feet; (2) thence North 49°52'10" West 619.24 feet; (3) thence North 42°44'49" West 361.25 feet to a point 169.70 feet perpendicularly distant Northeasterly from the Project Mainline Control Line, opposite approximate Engineers Station 4204+66.07; thence South 46°03'46" East 482.44 feet; thence South 49°18'52" East 284.68 feet to a point 135.00 feet perpendicularly distant Northeasterly from said Control Line, opposite approximate Engineers Station 4197+00.02; thence South 49°51'46" East 951.00 feet parallel with said Control Line; thence North 23°58'51" East 57.33 feet; thence North 30°49'07" East 187.64 feet to the Easterly Boundary Line of said entire two tracts; thence South 00°52'30" West 323.04 feet along said Easterly Boundary Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel No. 14:054:0125