



**NOTICE OF PUBLIC MEETING**

**OF THE**

**PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, June 7, 2016** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
  - a. City Council Minutes:**  
No minutes at this time.

***PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.***

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
  - A. To consider the appointment of Kathy Watkins and Felicia Auna as Beautification Commission Board Members.**
- 8. PRESENTATIONS:**
- 9. PUBLIC HEARING ITEMS:**
  - A. Public Hearing to receive comments on the proposed Pleasant Grove City Fiscal Year 2016/2017 Budget. The final budget includes the comprehensive fee schedule (CITY WIDE) A copy of the proposed budget is available at the Records Office, 70 South 100 East, the Library 30 East Center and Community Development, 86 East 100 South.**

**10. ACTION ITEMS READY FOR VOTE:**

- A. To consider for adoption a Resolution (2016-023) authorizing the Mayor to sign a lease/purchase agreement with Zions First National Bank, Salt Lake City, Utah, for the purpose of acquiring Public Safety vehicles, computer and fitness equipment; and providing for an effective date. *Presenter: Director Roy*

**11. ITEMS FOR DISCUSSION:**

**12. REVIEW AND DISCUSSION ON THE JUNE 21, 2016 CITY COUNCIL MEETING AGENDA.**

**13. NEIGHBORHOOD AND STAFF BUSINESS.**

**14. MAYOR AND COUNCIL BUSINESS.**

**15. SIGNING OF PLATS.**

**16. REVIEW CALENDAR.**

**17. ADJOURN AND CONVENE AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY.**

**18. ADJOURN THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY AND RECONVENE AS THE PLEASANT GROVE CITY COUNCIL.**

**19. ADJOURN.**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City ([www.plgrove.org](http://www.plgrove.org)) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: June 3, 2016

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

*Public Hearing items were published in the Daily Herald on May 27, 2016*

***Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>***

\*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

**RESOLUTION NO. 2016-023**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH, FOR THE PURPOSE OF ACQUIRING PUBLIC SAFETY VEHICLES, COMPUTERS AND FITNESS EQUIPMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.**

**WHEREAS**, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

**WHEREAS**, the governing body of Pleasant Grove City (“Lessee”) desires to obtain public safety vehicles, computers and fitness equipment through the execution of a lease-purchase agreement with Zions First National Bank (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

**WHEREAS**, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

**WHEREAS**, Lessee proposes to enter into the Lease with Lessor substantially in the form presented in this meeting; and

**WHEREAS**, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreement (“Lease”) for the purpose of acquiring public safety vehicles, computers and fitness equipment to be more particularly described in the Lease is appropriate and necessary to the functions and operation of Pleasant Grove City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Pleasant Grove City, Utah County, State of Utah, as follows:

**SECTION 1.** The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The Mayor of the Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by such execution and delivery of the Lease. The Recorder of the Lessee and any other officer of

Lessee who shall have power to do so and each of them hereby is, authorized to affix the official seal of Lessee to the Lease and attest the same.

**SECTION 2.** It is here by found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

**SECTION 3.** Pleasant Grove City's obligation under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and Pleasant Grove City obligations under the Leases shall not constitute general obligations of Pleasant Grove City or indebtedness under the Constitution or laws of the State.

**SECTION 4.** The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.

**SECTION 5** This Resolution shall take effect immediately upon its adoption and approval.

The undersigned Recorder/Clerk of Pleasant Grove City hereby certifies and attests that the undersigned has access to the official records of the Governing Body of Pleasant Grove City, that the foregoing Resolutions were duly adopted by said Governing Body of Pleasant Grove City at a meeting of said Governing Body and that such Resolutions have not been amended or altered and are in full force and effected on the date stated below.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,  
this 7<sup>th</sup> day of June, 2016

\_\_\_\_\_  
Michael W. Daniels, Mayor

ATTEST:

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC

# LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of June 26, 2016, by and between Zions Bank, a division of ZB, National Association, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Pleasant Grove City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

*Now therefore*, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

## ARTICLE I

### Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor,

which Lessor deems necessary or advisable to establish and maintain its security interest in the Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

## **ARTICLE II**

### **Definitions**

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

*“Business Day”* shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“Commencement Date”* shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

*“Equipment”* shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

*“Lessee”* shall mean Pleasant Grove City, Utah.

*“Lessor”* shall mean Zions Bank, a division of ZB, National Association, Salt Lake City, Utah, its successors and assigns.

*“Option Purchase Price”* shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

*“Original Term”* shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

*“Principal Outstanding”* means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

*“Renewal Terms”* shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

*“Rental Payment Date”* means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

*“Rental Payments”* means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

**ARTICLE III**  
**Lease Term**

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

\_\_\_\_\_ the date this Lease is executed.

\_\_\_\_\_ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

\_\_\_\_\_ the date the Vendor receives full payment for the Equipment from Lessor.

  X   June 26, 2016.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for three (3) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

## **ARTICLE IV**

### **Rental Payments**

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

## **ARTICLE V**

### **Purchase Of Equipment**

Section 5.1 *Option Purchase Price.* On any Business Day on or after June 26, 2016, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit “C.”

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the “Closing Date”), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

## ARTICLE VI

### Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
  - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
  - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
  - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service

the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

**ARTICLE VII**  
**Events Of Default And Remedies**

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

## **ARTICLE VIII**

### **Payment Of Taxes, Fees, Permits, And Utility Services**

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

## ARTICLE IX

### Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

## **ARTICLE X**

### **Indemnification, Insurance, And Damage To Or Destruction Of The Equipment**

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose

any obligation on Lessor under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## **ARTICLE XI**

### **Miscellaneous**

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Pleasant Grove City, Utah, City Hall, 70 South 100 East, Pleasant Grove, UT 84062. Attention: Denise Roy.

(b) if to Lessor, at Zions Bank, a division of ZB, National Association, One South Main Street, 17<sup>th</sup> Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and

the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$ .00) on the date this Lease is executed.

Section 11.17 *[Reserved]*.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

**EXHIBITS**

- Exhibit A ..... Description Of Equipment
- Exhibit B ..... Resolution Of Governing Body
- Exhibit C ..... Payment Schedule
- Exhibit D ..... Opinion Of Lessee’s Counsel
- Exhibit E ..... Delivery and Acceptance Certificate

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Lessor:

Zions Bank, a division of ZB, National Association

By \_\_\_\_\_

Johnathan Ward, Vice President

Lessee:

Pleasant Grove City, Utah

By \_\_\_\_\_

Michael Daniels, Mayor

**EXHIBIT A**  
**Description Of Equipment**

Quantity	Description/Serial Numbers
2	Arc Trainers
1	Stairmill
2	Treadmills
2	Ellipticals
2	AMT Trainers
3	Basic Desktop Computers
32	Intermediate Desktop Computers
7	Intermediate Laptop Computers
5	Custom Laptop Computers
2	Mac or Surface Pro 3
6	Monitors
2	2016 Ford F-150s
1	2016 Ford Explorer
2	2016 Ford Explorers (Police Patrol)
1	2016 Chevrolet Silverado 3500 HD (Fire)
1	Ethernet 10Gb 2-port 561T Adapter
1	HP Server Accessories
	200GB SATA 6Gb / s Write Intensive-2 SFF 2.5" Internal Solid State Drive
1	HP Server Accessories
	600GB SAS 6Gb / s 10K rpm SFF 2.5" SC Enterprise Hard Drive w / 3-year Warranty
1	HP Server Accessories
	Switching
	8-Port 10G Ethernet Smart Switch (XS708T)
1	NETGEAR
	3 new DL360 to complete each cluster Lines 90 thru 170
	ProLiant DL360 Gen9 1U RM Xeon 10C E5-2660 v3 2.6GHz / 16GB / 8x2.5" Bays / 2xPCIe / 4xGbE / 2x800W
1	HP Servers
	16GB PC4-17000 288-pin DDR4 SDRAM DIMM
1	Micron Consumer Products Group Inc
	32GB MicroSD Flash Memory Card
1	HP Server Accessories
	200GB SATA 6Gb / s Write Intensive-2 SFF 2.5" Internal Solid State Drive
1	HP Server Accessories
	600GB SAS 6Gb / s 10K rpm SFF 2.5" SC Enterprise Hard Drive w / 3-year Warranty
1	HP Server Accessories

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- 1 Ethernet 10Gb 2-port 561T Adapter
  - 1 HP Server Accessories
  - 1 Config. Low End Server Configuration - Hardware Install Only
  - 1 Wilmington Config SVC
  - 1 S-Buy 3-year 24x7 DL36x Foundation Care
  - 1 HP ESSN/Services
  - 1 VMware VSAN
  - 1 Corp. Virtual SAN 6 1 Processor
  - 1 VMware - Licensing
  - 1 Corp. Production SnS for Virtual SAN 6.0 1-Processor
  
  - 1 VMware - Licensing
  - 1 Microsoft Licensing
  - 1 Govt Open Lic Windows Standard Server 2012 R2
  
  - 1 Microsoft Mob Government Licensing
  - 1 Gov Open License Exchange Server Standard 2016 License Only
  
  - 1 Microsoft Mob Government Licensing
  - 1 Govt. Open License Exchange Standard User CAL 2016 License Only
  
  - 1 Microsoft Mob Government Licensing
  - 1 Govt. Open License Exchange Standard Device CAL 2016 License Only

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Initials of Lessee Signatory

**EXHIBIT B**  
**Resolution Of Governing Body**  
**Extract Of Minutes**

June 7, 2016

Pleasant Grove City, Utah

The City Council (the “Governing Body”) of Pleasant Grove City, Utah met in regular session at its regular meeting place in Pleasant Grove City, Utah on June 7, 2016, with the following members of the Governing Body present:

Michael Daniels .....	Mayor
Dianna Andersen.....	Council Member
Eric Jensen .....	Council Member
Cyd LeMone.....	Council Member
Ben Stanely .....	Council Member
Lynn Walker.....	Council Member

Also present:

Kathy Kresser.....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, discussed in full, and pursuant to motion duly made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the \_\_\_\_\_ in open meeting and recorded by the \_\_\_\_\_. The resolution is as follows:

**A resolution approving the form of the Equipment Lease Agreement with Zions Bank, a division of ZB, National Association, Salt Lake City, Utah. Finding that it is in the best interests of Pleasant Grove City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.**

*Whereas*, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

*Whereas*, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Pleasant Grove City, Utah; and

*Whereas*, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

*Be it resolved* by the Governing Body of Pleasant Grove City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Pleasant Grove City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Pleasant Grove City, Utah.

Section 3. The officers of the Governing Body and Pleasant Grove City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Michael Daniels, Mayor

STATE OF UTAH                    )  
  :ss.  
COUNTY OF UTAH                )

I, Kathy Kresser, hereby certify that I am the duly qualified and acting City Recorder of Pleasant Grove City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on June 7, 2016, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 20\_\_\_\_.

*In witness whereof*, I have hereunto set my hand and affixed the corporate seal of Pleasant Grove City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Kathy Kresser, City Recorder

[S E A L] ↑

STATE OF UTAH )  
 :ss.  
COUNTY OF UTAH )

I, Kathy Kresser, the duly qualified City Recorder of Pleasant Grove City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20\_\_\_\_ Annual Meeting Schedule of the City Council (the “Governing Body”) of Pleasant Grove City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on \_\_\_\_\_, 20\_\_\_\_, at the principal office of the Governing Body at Pleasant Grove City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on \_\_\_\_\_, 20\_\_\_\_ to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on June 7, 2016, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent.

*In witness whereof*, I have hereunto set my hand and affixed the official seal of Pleasant Grove City, Utah this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Kathy Kresser, City Recorder

[SEAL] ↑

**EXHIBIT C**  
**Payment Schedule**

**Lessee:** Pleasant Grove City, Utah

**Date of Lease:** June 26, 2016

**Amount Due:** \$347,022.00

1. Interest has been computed at the rate of 1.68% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing December 1, 2016. The payments set forth on the attached debt service schedule shall be due on the 1st day of December up to and including December 1, 2018.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

**[Please see the attached Debt Service Schedule]**

(The remainder of this page has been intentionally left blank)

## Pleasant Grove, Utah

\$347,022.00 Equipment Lease Purchase

Dated June 26, 2016

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/26/2016	-	-	-	-
12/01/2016	115,947.00	1.680%	2,510.13	118,457.13
12/01/2017	114,575.07	1.680%	3,882.06	118,457.13
12/01/2018	116,499.93	1.680%	1,957.20	118,457.13
<b>Total</b>	<b>\$347,022.00</b>	<b>-</b>	<b>\$8,349.39</b>	<b>\$355,371.39</b>

### Yield Statistics

Bond Year Dollars	\$496.99
Average Life	1.432 Years
Average Coupon	1.6800011%

Net Interest Cost (NIC)	1.6800011%
True Interest Cost (TIC)	1.6824405%
Bond Yield for Arbitrage Purposes	1.6824405%
All Inclusive Cost (AIC)	1.6824405%

### IRS Form 8038

Net Interest Cost	1.6800011%
Weighted Average Maturity	1.432 Years

Lease 4/7/15 3 Year Updat | SINGLE PURPOSE | 6/2/2016 | 2:50 PM

Initials of Lessee Signatory

**EXHIBIT D**  
**Opinion Of Lessee's Counsel**  
**(Use Attorney's Letterhead)**

To: Zions Bank, a division of ZB, National Association  
One South Main Street  
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Pleasant Grove City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated June 26, 2016, between the Lessee and Zions Bank, a division of ZB, National Association, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

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Attorney for Lessee

**EXHIBIT E**  
**Delivery And Acceptance Certificate**

To: Zions Bank, a division of ZB, National Association

Reference is made to the Equipment Lease Agreement between the undersigned (“Lessee”), and Zions Bank, a division of ZB, National Association (“Lessor”), dated June 26, 2016, (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “A” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Pleasant Grove City, Utah

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print name and title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness



## NOTICE OF PUBLIC MEETING

### OF THE

### PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, June 21, 2016** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OPENING REMARKS**
4. **APPROVAL OF MEETING'S AGENDA**
5. **OPEN SESSION**
6. **CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
  - a. City Council Minutes:
  - b. To consider approval of payment vouchers for (June 10, 2016)

***PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.***

7. **BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
8. **PRESENTATIONS:**
  - A. Citizens Academy Graduates. *Presenter: Chief Smith*
  - B. Jazmine Edwards, President of Utah Girls Love You, presentation.
9. **PUBLIC HEARING ITEMS:**
  - A. **Public Hearing** to consider for adoption an Ordinance to amend City Code Section 10-13D, Rural Commercial Overlay, expanding the permitted uses and applicable zones. (Applicant Page Westover)
  - B. **Public Hearing** to consider for adoption an Ordinance to apply the RCO (Rural Commercial Overlay) zone to approx. 3.5 acres located at 504 West 1100 North. (**NORTH FIELD NEIGHBORHOOD**) (Applicant Page Westover)

**10. ACTION ITEMS READY FOR VOTE:**

- A. Resolution declaring property surplus
- B. Authorizing resolution authorizing the mayor to sign a Sales Agreement with the VOID
- C. Resolution approving a cross access easement for the VOID
- D. Continued Item: To consider for approval a commercial subdivision called The Void located at approx. 1740 West 700 South in the Grove Zone, Commercial Sales sub-district. **(SAM WHITE'S LANE NEIGHBORHOOD)** *Presenter: Director Young (Continued from the May 31, 2016 meeting)*
- E. Continued Item: To consider site plan approval for The Void entertainment center located at approx. 1740 West 700 South in The Grove Zone, Commercial Sales sub-district. **(SAM WHITE'S LANE NEIGHBORHOOD)** *Presenter: Director Young (Continued from the May 31, 2016 meeting)*
- F. Resolution adopting final budget
- G. To consider a Proclamation declaring July 1-7, 2016 as Local First Utah's Independents Week. *Presenter: Attorney Petersen*

**11. ITEMS FOR DISCUSSION:**

**12. REVIEW AND DISCUSSION ON THE JUNE 29, 2016 JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING AGENDA.**

**13. NEIGHBORHOOD AND STAFF BUSINESS.**

**14. MAYOR AND COUNCIL BUSINESS.**

**15. SIGNING OF PLATS.**

**16. REVIEW CALENDAR.**

**17. ADJOURN AND CONVENE AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY.**

**18. ADJOURN AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY AND RECONVENE AS THE PLEASANT GROVE CITY COUNCIL.**

**19. ADJOURN.**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City ([www.plgrove.org](http://www.plgrove.org)) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: June 17, 2016

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

*Public Hearing items were published in the Daily Herald on June 5, 2016*

**Supporting documents can be found online at:** <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

\*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

DRAFT

2016

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2 Curbside recycle pickup South Route	3	4
5	6	7 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	8 Curbside recycle pickup North Route	9	10	11 Firemens Breakfast 6:00 - 11:00 am
12 Strawberry Days 	13 Strawberry Days	14  Strawberry Days Flag Day	15 Curbside recycle pickup South Route Strawberry Days	16 Strawberry Days	17 Strawberry Days 	18 Strawberry Days
19  <b>Happy Father's Day!</b> <small>Spring Public Storage, Inc.</small>	20  <b>Happy First Day of Summer</b>	21 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	22 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	23	24	25
26	27	28 Primary Election No City Council Meeting	29 Curbside recycle pickup South Route	30	1	2
3	4	<b>Department Staff Meetings</b> Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesday at 6:30 a.m.				



**NOTICE OF PUBLIC HEARING  
OF THE  
PLEASANT GROVE CITY REDEVELOPMENT AGENCY**

Notice is hereby given that the Pleasant Grove City Redevelopment Agency (RDA) will hold a public hearing **on Tuesday, June 7, 2016 at approximately 8:00 p.m.**, in the City Council Chambers (south entrance), 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend and comment.

**AGENDA**

1. Convene as the Pleasant Grove City Redevelopment Agency.
2. **Public Hearing** to receive comments on the proposed Pleasant Grove City Redevelopment Agency Fiscal Year 2016/2017 Final Budget. **A copy of the proposed budget is available at the Records Office, 70 South 100 East, the Library 30 East Center and Community Development, 86 East 100 South.**
3. Continued Item: To consider a Resolution (**2016-01 RDA**) of the governing body of Pleasant Grove City Redevelopment Agency authorizing the Chair of the RDA to sign a fifth amended and restated agreement with the John Q. Hammons Trust regarding a Hotel and Convention Center project and providing an effective date. Continued from the May 31, 2016 meeting.
4. Adjourn.
5. Reconvene as the Pleasant Grove City Council.

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits (City Hall, Library, and Community Development). Agenda also posted on State (<http://pmn.utah.gov>) and City websites ([www.plgrove.org](http://www.plgrove.org)).

**Posted by:** /s/ Kathy T. Kresser, City Recorder

**Date:** June 3, 2016

**Time:** 5:00 p.m.

Public Hearing notice was published in the Daily Herald on May 27, 2016

\*NOTE: If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, twenty-four or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

# Pleasant Grove Redevelopment Agency

	Prior Year Actual-2015	Original FY 2016 Budget	Amended FY 2016 Budget	Estimated Actual Expenditures	Beginning FY 2017 Budget
<b>Revenues</b>					
Hammond Project					
Property Tax Revenue	-	35,000	35,000	132	35,000
Tax Increment Revenue	121,990	100,000	100,000	137,714	100,000
Miscellaneous Revenue	120,423				
Developer Contribution	1,558,906	1,557,831	1,557,831	1,557,831	1,556,788
Interest	3	-	-	-	-
1300 West CDA					
Tax Increment Revenue				207,516	240,000
<b>Total Revenues</b>	<b>1,801,321</b>	<b>1,692,831</b>	<b>1,692,831</b>	<b>1,903,193</b>	<b>1,931,788</b>
<b>Expenditures</b>					
Hammond Project					
Operating Expenditures	-				
Debt Service Payments	1,558,906	1,557,831	1,557,831	1,557,831	1,556,789
Agent Fees	2,050	2,000	2,000	2,050	2,000
Professional Services	4,900	25,000	25,000	2,900	25,000
Other Expenditures	(2,162)				
Capital Expenditures	-				
1300 West CDA					
Operating Expenditures				237,733	240,000
<b>Total Expenditures</b>	<b>1,563,693</b>	<b>1,584,831</b>	<b>1,584,831</b>	<b>1,800,514</b>	<b>1,823,789</b>
<b>Transfers in/(Out)</b>					
Transfer to General Fund		-	-	-	-
<b>Total Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Contribution to/(Use of) FB</b>	<b>237,628</b>	<b>108,000</b>	<b>108,000</b>	<b>102,679</b>	<b>108,000</b>
Beginning Fund Balance	(71,655)	165,973	165,973	165,973	268,651
<b>Ending Fund Balance</b>	<b>165,973</b>	<b>273,973</b>	<b>273,973</b>	<b>268,651</b>	<b>376,651</b>

**RESOLUTION NO. 2016-01 RDA**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF PLEASANT GROVE CITY AUTHORIZING THE CHAIR OF THE REDEVELOPMENT AGENCY (RDA) TO SIGN A FIFTH AMENDED AND RESTATED AGREEMENT WITH THE JOHN Q. HAMMONS TRUST REGARDING A HOTEL AND CONVENTION CENTER PROJECT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and Agency desired to initiate economic development in the Grove Commercial Area (the “Grove Area”) in order to provide consumer services and jobs to the citizens of Pleasant Grove; and

**WHEREAS**, a feasibility study was prepared by the City showing that the Project would generate significant revenues not only to the City, but to Utah County and Alpine School District; and

**WHEREAS**, the Project was anticipated to have generated significant development in the Grove Area; and

**WHEREAS**, the economic and capital market conditions have prevented Hammons from obtaining the necessary financing to commence and complete the Project; and

**WHEREAS**, Hammons has not met the construction and operation deadlines as established in the Original Agreement and the Amendment dated December 5, 2006, the Second Amended and Restated Agreement dated December 1, 2009, the Third Amended and Restated Agreement dated December 7, 2010, the Fourth Amended and Restated Agreement on November 29, 2011; and

**WHEREAS**, Hammons still desires to construct the Project and City and Agency desire to continue to support economic development in the Grove Area; and

**WHEREAS**, both Parties agree that it is in their mutual interest to continue with the Project despite the obstacles in the economy and capital markets that have caused the delay; and

**WHEREAS**, as part of the original Agreement, the Agency issued certain bonds to finance the acquisition of real property for the project; and

**WHEREAS**, Hammons has continued to meet its financial obligations during the extension periods by paying the bond payments and commits to continue to meet them; and

**WHEREAS**, the Redevelopment Agency finds that it is in the best interests of the citizens of Pleasant Grove at this time not to use taxpayer funds to make payments on the outstanding bonds; and

**WHEREAS**, the Parties now desire to amend the Original Agreement, the Amended and Restated Agreement and the Fifth Amended and Restated Agreement to provide new terms regarding completion dates and security on the Project; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of the Redevelopment Agency of Pleasant Grove, Utah as follows:

**SECTION 1.**

The Chairman of the Redevelopment Agency is hereby authorized to sign the Fifth Amended and Restated Agreement with John Q. Hammons Trust, which is attached hereto as Exhibit "A."

**SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY (RDA), UTAH**, this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Michael W. Daniels, Chair

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC



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 \_\_\_ day of \_\_\_\_\_, 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 Please 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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*

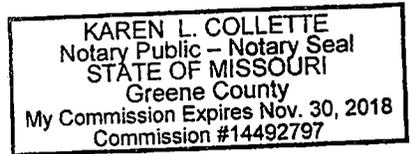
Jacqueline A. Dowdy, solely in her capacity as Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated

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



*Gregg*  
Greggory 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.

*Karen L. Collette*  
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: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah )

:ss

County of Utah )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Michael W. Daniels, the Chair of PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

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

## **Fifth Amended and Restated Agreement**

\_\_\_\_\_, 2016

### **Hammons Hotel and Convention Center, Pleasant Grove, Utah**

This Fifth Amended and Restated Agreement (“Fifth Amended and Restated Agreement”) is executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), among the City of Pleasant Grove, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 70 South 100 East, Pleasant Grove, Utah County, Utah, 84062 (hereinafter referred to as the “City”), Jacqueline A. Dowdy and Gregory D. Groves, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated, and successors or assigns (collectively, “Hammons”); and the Pleasant Grove City Redevelopment Agency (the “Agency”). Said entities may be referred to individually as “Party” or collectively as the “Parties” herein.

### **BACKGROUND TO AMENDED AGREEMENT**

The Parties entered into a Real Estate Purchase and Development Agreement on July 3, 2006 (the “Original Agreement”); an Amendment to Purchase and Development Agreement on December 15, 2006 (the “Amended Agreement”); an Addendum #1 on January 11, 2007 (the “Addendum #1”); an Amended and Restated Agreement on December 1, 2009 (the “Amended and Restated Agreement”), a Third Amended and Restated Agreement on November 30, 2010 (the “Third Amended and Restated Agreement”), and a Fourth Amended and Restated Agreement on December 1, 2011 (the “Fourth Amended and Restated Agreement”) (the Original Agreement, the Amended Agreement, the Addendum #1, the Third Amended and Restated Agreement and the Fourth Amended and Restated Agreement are collectively referred to herein as the “Agreements”), regarding Hammons’ construction and operation of a hotel and convention center development to include a primary full service hotel with not less than 300 rooms along with an attached convention center of not less than 100,000 square feet (the “Hotel and Convention Center”); a limited service hotel of between 200 and 220 rooms with attached convention space (the “Second Hotel”); and not less than two, nationally franchised restaurants (the “Restaurants”). The Hotel and Convention Center, the Second Hotel, and the Restaurants are collectively referred to herein as the “Project.”

The City and the Agency acquired 37 acres of real property for the Project and deeded said property to Hammons as an inducement to Hammons to construct the Project. The Agency issued its Tax Increment and Revenue Bonds, Series 2006 in the aggregate principal amount of \$19,785,000 (the “Series 2006 Bonds”) in order to purchase the property for the Project, anticipating that the tax revenues generated from the Project would be sufficient to pay debt service on the Series 2006 Bonds. The City provided additional credit support in order for the Agency to issue the Series 2006 Bonds, in the form of a pledge of its local option sales and use taxes.

Hammons had certain performance obligations associated with the Original Agreement, including, but not limited to the following: (1) construction of the Hotel and Convention Center was to commence on or before May 1, 2007, and be open for business no later than March 1,

2009; (2) construction of the Second Hotel was to commence on or before March 1, 2009, and be open for business no later than September 1, 2010; (3) construction of the Restaurants was to be commenced on or before December 1, 2007, and open for business no later than March 1, 2009. Due to economic and capital market conditions, Hammons experienced difficulties in obtaining financing for the Project and has not commenced construction on most of the facilities and has not completed construction of any of the facilities as required in the Original Agreement.

The Amended and Restated Agreement was executed on December 1, 2009 wherein Hammons' performance obligations were modified. Specifically, Hammons agreed to pay extension fees, to set new performance dates, and to provide additional default remedies for the City and the Agency. Said Amended and Restated Agreement also provided for the possibility of a restructure of the Series 2006 Bonds. (See Section 1.2.1.1 Amended and Restated Agreement dated December 1, 2009).

Due to Hammons' failure to perform within the time constraints outlined in its prior Agreements, it became necessary to restructure the Series 2006 Bonds. In 2011 the Agency issued a series of refunding bonds (the "Series 2011 Bonds") to refund the Series 2006 Bonds pursuant to a resolution of the Agency dated October 18, 2011, and an Indenture of Trust dated as of December 1, 2011 (the "Indenture"). In addition to the payments to be made by Hammons as described herein, the Series 2011 Bonds are secured by certain Tax Increment Revenues, Transient Room Taxes, City Project Area Sales Taxes, and City Sales Taxes (each as defined in the Indenture).

The Fourth Amended and Restated Agreement modified Hammons performance obligations under the prior Agreements, including the following specific obligations: (1) required Hammons to execute a Deed of Trust for the 37 acres in favor of the Agency in consideration for the Agency's willingness to enter into the Fourth Amended and Restated Agreement; (2) required Hammons to pay debt service on the Series 2011 Bonds until the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes meet the debt service payments on the Series 2011 Bonds; and (3) provided additional default remedies available to the City and the Agency.

Subsequent to the Fourth Amended and Restated Agreement, Hammons became involved in litigation which made it impracticable for them to begin construction of the Project as required under the prior Agreements. Hammons has requested an extension of time to complete construction of the Project. This Fifth Amended and Restated Agreement modifies Hammons' performance obligations under the prior Agreements and includes the following specific obligations: (1) requires Hammons to execute a Modification to Deed of Trust (as defined herein) and deliver a modification and date-down endorsement in connection therewith and (2) modifies completion dates.

## RECITALS

**WHEREAS**, the City and the Agency desired to initiate economic development in the Grove Commercial Area (the "Grove Area") in order to provide consumer services and jobs to the citizens of Pleasant Grove; and

**WHEREAS**, a feasibility study was prepared by the City showing that the Project would generate significant revenues not only to the City, but to Utah County and Alpine School District; and

**WHEREAS**, the Project was anticipated to have generated significant development in the Grove Area; and

**WHEREAS**, the economic and capital market conditions, as well as pending litigation, have prevented Hammons from obtaining the necessary financing to commence and complete the Project; and

**WHEREAS**, Hammons has not met the construction and operation deadlines as established in the prior Agreements; and

**WHEREAS**, Hammons still desires to construct the Project and the City and the Agency desire to continue to support economic development in the Grove Area; and

**WHEREAS**, the Parties agree that it is in their mutual interest to continue with the Project despite the obstacles in the economy, capital markets and pending litigation that have caused the delay; and

**WHEREAS**, the Parties now desire to amend the Agreements to restate the terms for completion of the Project as set forth in the Fourth Amended and Restated Agreement; and

**WHEREAS**, in consideration for the extension of the construction period for the Project and the waiver of certain remedies as set forth in the Original Agreement, Hammons hereby agrees to (i) execute a Modification to Deed of Trust (as defined herein) and deliver a modification and date-down endorsement in connection therewith and (ii) continue to make the debt service payments on the outstanding Series 2011 Bonds;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Agency and Hammons agree as follows:

## **AGREEMENT AND COVENANTS**

### **1. Agreement of the Parties and Provisions.**

**1.1 Relationship between this Fifth Amended and Restated Agreement, the Fourth Amended and Restated Agreement, the Third Amended and Restated Agreement, the Amended and Restated Agreement, Addendum #1, the Amended Agreement, and the Original Agreement.** This Fifth Amended and Restated Agreement amends, restates and supersedes the Agreements only as to the specific provisions provided for herein. All other obligations and provisions of the Agreements remain in full force and effect. In case of conflict between the Agreements and this Fifth Amended and Restated Agreement, the provisions of this Fifth Amended and Restated Agreement shall prevail.

1.2 **Hammons' Obligations.** Hammons covenants with the Agency and the City to perform the following obligations:

1.2.1 **Deed of Trust.** On December 1, 2011, Hammons executed and delivered to the Agency a Deed of Trust, Security Agreement and Fixture Filing encumbering Hammons' fee estate in the Real Estate and all improvements and fixtures thereon (the "Deed of Trust"), constituting a valid first lien encumbrance upon the Real Estate, improvements, and fixtures, a copy of which is attached hereto as Exhibit A. Except as specifically allowed in the Agreements, Hammons covenants not to encumber the 37 acres or take any action that would prevent Hammons from re-conveying the property back to the Agency in the event of a default hereunder. On the Effective Date, Hammons shall execute and deliver to the Agency a modification to the Deed of Trust (the "Modification to Deed of Trust") in the form attached hereto as Exhibit B, executed by Hammons, as Trustor, in favor of the Agency, as beneficiary, which Modification to Deed of Trust shall be recorded in the official records of the Utah County Recorder's Office, as security for Hammons' obligations under the Agreements as amended by this Fifth Amended and Restated Agreement. In connection with the execution of the Modification to Deed of Trust, Hammons shall pay for and deliver to the Agency a modification and date-down title policy endorsement with respect to the Loan Policy of Title Insurance (Policy Number LX-08524374) related to the Deed of Trust on the Real Estate. In addition, Hammons shall pay all associated title insurance fees and expenses related to the issuance of the modification and date-down title policy endorsement, including recording costs and fees to research and clear mechanic lien filings.

1.2.2 **Expectation of Continuous Operation.** Hammons or its successors and assigns shall operate the Hotel and Convention Center and Second Hotel for the life of the Series 2011 Bonds and any other obligations of the Agency or City directly related to the Project.

1.2.3 **Debt Service and Tax Increment.** Hammons or its successors and assigns shall be responsible for all debt service payments on the Series 2011 Bonds prior to completion of the Project. When the Project has been completed (the "Completion Date"), Hammons or its successors and assigns shall be responsible for any deficit between the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes received by the Agency and the debt service payments on the Series 2011 Bonds. Hammons shall wire such debt service and deficit payments to the Agency five (5) days prior to their due date in accordance to the schedule attached hereto as Exhibit C. The Tax Increment Revenues, Transient Room Taxes and City Project Area Sales Taxes are received by the Agency pursuant to certain Interlocal Agreements. Such Interlocal Agreements may contain terms and conditions concerning the payment and receipt of such moneys, and the Agency cannot guarantee the payment of such moneys if the terms and conditions are not met. The Tax Increment Revenues, Transient Room Taxes and City Project Area Sales Taxes pledged for payment of the Series 2011 Bonds are only those revenues actually received by the Agency and available for such payment.

1.2.4 **Performance Schedule.** By January 1, 2018, Hammons or its successors and assigns shall have constructed the Project with a minimum assessed value of

\$65,000,000.00. In the event that Hammons fails to perform by this deadline, said failure will constitute a default under this Fifth Amended and Restated Agreement and the Agreements, and title to the subject Property (37 Acres) may be re-conveyed to the City/Agency at the City/Agency's discretion or Hammons may purchase the property from the City/Agency for the then principal balance outstanding on the Series 2011 Bonds plus any payments the City or Agency has made towards the Series 2011 Bonds and any accrued interest or penalties.

**1.2.5 Enforceability of Agreements and Fifth Amended and Restated Agreement.** Hammons has entered into this Fifth Amended and Restated Agreement and the Agreements intending to be bound by the provisions hereof and thereof. Hammons represents and warrants to the City and the Agency that it possesses all requisite power and authority to enter into this Fifth Amended and Restated Agreement, and that the person or persons who sign this Fifth Amended and Restated Agreement in its behalf have been duly authorized to do so. Hammons shall deliver to the City and the Agency an opinion of counsel on the date hereof to that same effect.

**2. City/Agency's revised obligations: City agrees to:**

**2.1 Subordinate to Construction Lender:** At the time the construction loan is entered into, the Agency agrees to subordinate its interest in the Deed of Trust to the Construction Lender.

**2.2 Use of Tax Increment and Sales Tax:** Upon the Completion Date, the Agency agrees to use any and all Tax Increment Revenues, Transient Room Taxes, and City Project Area Sales Taxes actually received by the Agency and available for such purpose, on and after the Completion Date, with respect to the Project, to pay debt service on the Series 2011 Bonds as an offset to Hammons' responsibility to cover debt service payments as set forth in this Fifth Amended and Restated Agreement. As noted in Section 1.2.3 above, the receipt of such moneys is subject to the terms and conditions of the Interlocal Agreements under which such revenues were pledged.

**3. Remedies.**

**3.1** In the event that Hammons defaults in its obligation to pay the debt service payments as set forth in this Fifth Amended and Restated Agreement, the Agency may terminate this Fifth Amended and Restated Agreement and the Agreements, and Hammons shall re-convey the 37 acres to the Agency within 30 days of notice of default from the City/Agency without cost or recourse.

**3.2** Hammons may, at any time, purchase the property. In the event Hammons elects to purchase the property, the purchase price shall be any remaining balance on the Series 2011 Bonds as shown in the payment schedule attached hereto as Exhibit C, plus any payments that the City or the Agency has made on the Series 2011 Bonds, plus accrued interest or penalties associated with this Fifth Amended and Restated Agreement and the Agreements.

**3.3** In the event that Hammons opens the Hotel and Convention Center and the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes received

on and after the Completion Date with respect to the Project exceed the amount required for debt service and other costs associated with the issuance of the Series 2011 Bonds, the Agency shall refund to Hammons an amount equivalent to the excess Tax Increment Revenues, Transient Room Taxes, and City Project Area Sales Taxes (so long as such amounts are available for such purpose) up to the aggregate amount of the debt service payments paid by Hammons to the Agency hereunder minus any further expenses of the City or Agency:

3.4 The City/Agency and Hammons shall have all remedies available at law or equity in the event of material default by the other Party.

4. **General Provisions.**

4.1 **Party Representatives/Notice.** The following people are designated as the initial representatives for the Parties. Each of these representatives is authorized to make decisions related to this Fifth Amended and Restated Agreement and the Agreements on behalf of their respective organizations. Any notices given pursuant to this Fifth Amended and Restated Agreement and the Agreements shall be sent to these representatives. The Parties may unilaterally change their designated representative upon written notice to each of the other Parties. All notices or other communications required or permitted by this Fifth Amended and Restated Agreement and the Agreements shall be in writing and be deemed given when delivered personally; when deposited to be sent via a nationally-recognized overnight courier service keeping records of delivery, prepaid or billed to sender; or by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

**Hammons:**

John Q. Hammons Revocable Trust  
300 John Q. Hammons Parkway  
#900  
Springfield, MO 65806-2550

With a copy to:  
Greggory D. Groves, Esq.  
300 John Q. Hammons Parkway  
#900  
Springfield, MO 65806-2550

**City and Agency**

Pleasant Grove City  
70 South 100 East  
Pleasant Grove, UT 84062  
Attention: City Administrator

With a copy to:  
Christine Petersen, Esq.  
70 South 100 East  
Pleasant Grove, UT 84062

For purposes of this Fifth Amended and Restated Agreement and the Agreements, any notice so given shall be deemed to have been received by the other Party on the earlier of the date of receipt by the other Party and counsel or three (3) business days after being sent.

4.2 **Lawful Agreement.** The Parties represent that they have lawfully entered into this Fifth Amended and Restated Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

4.3 **Utah Law.** This Fifth Amended and Restated Agreement shall be interpreted pursuant to Utah law without regard to its conflict of laws principles and jurisdiction will lie in

the State of Utah for any legal proceedings arising under this Fifth Amended and Restated Agreement and the Agreements.

**4.4 Time of Essence.** Time shall be of the essence of this Fifth Amended and Restated Agreement.

**4.5 Attorney's Fees.** If any Party retains, uses, or consults an attorney because of default, breach or failure to perform of any other Party to this Fifth Amended and Restated Agreement and the Agreements, then the non-breaching or non-defaulting Party shall be entitled to a reasonable attorney fee, whether or not the matter is actually litigated.

**4.6 Interpretation of Fifth Amended and Restated Agreement.** The invalidity of any portion of this Fifth Amended and Restated Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Fifth Amended and Restated Agreement are for convenience only and do not constitute a part of the provisions hereof.

**4.7 Representation by Counsel.** Each of the Parties has been represented by or has had the opportunity to be represented by legal counsel of its own choice. This Fifth Amended and Restated Agreement has been negotiated between the Parties and if there is any ambiguity, no presumption construing this Fifth Amended and Restated Agreement against any Party shall be imposed because this Fifth Amended and Restated Agreement was prepared by counsel for a particular Party.

**4.8 Non-Waiver of Governmental Authority.** Nothing contained in this Fifth Amended and Restated Agreement shall constitute or be interpreted as a waiver or abrogation of the legislative governmental or police powers of the City to promote and protect the health, safety, morals and general welfare of the City or its inhabitants; nor shall this Fifth Amended and Restated Agreement prohibit the enactment by the City of any fee which is uniform or of general application within the City.

**4.9 No Partnership.** Nothing contained in this Fifth Amended and Restated Agreement or the Agreements shall be construed to create a joint venture or other form of partnership between City, Agency and Hammons.

**4.10 Amendments.** This Fifth Amended and Restated Agreement and the Agreements may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

**4.11 No Assignment.** This Fifth Amended and Restated Agreement and the Agreements shall not be pledged nor assigned without the prior written consent of all Parties. However, Hammons may assign Hammons' rights and obligations in whole, but not in part, under this Fifth Amended and Restated Agreement and the Agreements to a party who meets the following criteria as determined by the City/Agency in writing in its reasonable discretion: (a) such party has a net worth and liquidity reasonably acceptable to the City/Agency for the performance of the obligations of Hammons contemplated under this Fifth Amended and

Restated Agreement and the Agreements; and (b) such party has demonstrated substantial experience in owning and developing comparable real estate projects (collectively, the "Assignment Financial Test"). As used herein, "net worth" of an entity as of any given time shall be equal to the shareholders' equity of such entity (if a corporation) or the partners' or members' equity (if a partnership or limited liability company), less the value as listed on the audited consolidated annual report or audited consolidated financial statement of such entity of all items recognized as intangible assets under generally accepted accounting principles. As used herein, "liquidity" of an entity as of any given time shall mean cash and unencumbered, marketable securities. Upon any assignment of this Fifth Amended and Restated Agreement and the Agreements to a party meeting the Assignment Financial Test as of the effective date of such assignment as determined in writing by the City/Agency in its reasonable discretion, based on evidence reasonably satisfactory to the City/Agency, which Hammons agrees to provide the City/Agency, Hammons shall be released from all liability and obligations arising hereunder and under the Fifth Amended and Restated Agreement and the Agreements following the effective date of such assignment so long as Hammons has provided to the City/Agency the following documents: (i) audited consolidated financial statements of the assignee and other evidence requested by the City/Agency showing proof that the Assignment Financial Test set forth above is satisfied; and (ii) a copy of the assignment between Hammons and the assignee in which assignee assumes in writing all of the covenants, agreements and obligations of Hammons under this Fifth Amended and Restated Agreement and the Agreements, as may be amended, modified or restated, and the Deed of Trust, as amended by the Modification of Deed of Trust, as may be amended, modified or restated, from and after the date of such assignment. Hammons shall record a notice of any such assignment in the office of the Utah County Recorder. If the express conditions of this Section 4.11 are not met, then Hammons shall continue to be liable under this Fifth Amended and Restated Agreement and the Agreements.

**4.12 Attorney and Consultant Fees.** Each Party shall bear its own fees and costs associated with the issues described in the Recitals, the preparation of this Fifth Amended and Restated Agreement, and the consummation of the transactions contemplated by this Fifth Amended and Restated Agreement and the Agreements. In the event of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Restated Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its expenses incurred in connection with such action or proceedings, including, without limitation, reasonable attorneys' fees, costs, and disbursements.

**4.13 Further Acts.** Each Party agrees to perform any further acts and execute and deliver any and all documents that may be reasonably necessary to carry out the provisions of, and transactions contemplated in and by, this Fifth Amended and Restated Agreement.

**4.14 Waiver of Breach.** The waiver of any Party of any breach of any provision of this Fifth Amended and Restated Agreement or the Agreements shall not operate or be construed as a waiver of any subsequent breach by any other Party.

**4.15 Recitals.** The Recitals set forth above are incorporated into the terms of this Fifth Amended and Restated Agreement.

**4.16 Counterpart and Electronic Signatures.** This Fifth Amended and Restated Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties may exchange counterpart signatures by facsimile, scanned e-mail document, or other electronic format that accurately duplicates documents, and any such copied version of a signature shall have the same binding effect as an original signature.

**SIGNED AND ENTERED INTO THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The undersigned have duly executed this Fifth Amended and Restated Agreement effective as of the date listed above.

**AGENCY:**

By: \_\_\_\_\_  
Name: Michael W. Daniels  
Its: Chair

**ATTEST:**

By: \_\_\_\_\_  
Kathy T. Kresser  
Secretary

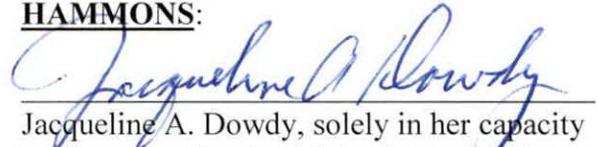
**CITY:**

By: \_\_\_\_\_  
Name: Michael W. Daniels  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Kathy T. Kresser  
City Recorder

**HAMMONS:**

  
\_\_\_\_\_  
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

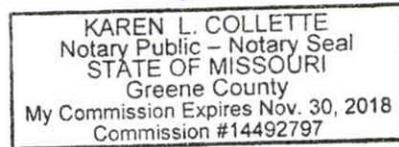
  
\_\_\_\_\_  
Gregory D. Groves, solely in his capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989, as amended and restated

State of Missouri     )  
                                  :SS  
County of Greene     )

In witness whereof, said Jacqueline A. Dowdy, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25 day of April, 2016. And that said Jacqueline A. Dowdy, personally appeared before me, and swears that she is the Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, and that the within and foregoing instrument was signed on behalf of said Trust by authority of its Trust Agreement, and said Jacqueline A. Dowdy acknowledged to me that said Trust executed the same.

Karen L. Collette  
NOTARY PUBLIC  
Residing at: Springfield, MO

My commission expires: 11-30-18

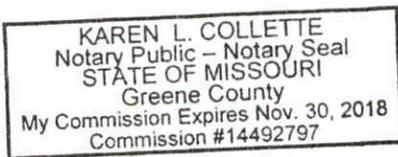


State of Missouri     )  
                                  :SS  
County of Greene     )

In witness whereof, said Gregory D. Groves, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25 day of April, 2016. And that said Gregory D. Groves, personally appeared before me, and swears that he is the Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, and that the within and foregoing instrument was signed on behalf of said Trust by authority of its Trust Agreement, and said Gregory D. Groves acknowledged to me that said Trust executed the same.

Karen L. Collette  
NOTARY PUBLIC  
Residing at: Springfield, MO

My commission expires: 11-30-18



**EXHIBIT A**  
**DEED OF TRUST**

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

Keystone. 3685.

DEED OF TRUST,  
SECURITY AGREEMENT  
AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust") is made and entered into effective as of the 1st day of December, 2011, by and among Jacqueline A. Dowdy and John J. Slaboch, 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, <sup>LLC, MT</sup> ("Trustee"), for the benefit of Pleasant Grove City Redevelopment Agency (the "Beneficiary").

RECITALS:

A. Trustor owns fee simple title in and to certain real property located in Utah County, Utah, as more particularly described on Exhibit "A" attached to and incorporated by reference in this Deed of Trust (the "Property").

B. Trustor, the City of Pleasant Grove (the "City"), and Beneficiary have entered into that certain Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated on or about the date of this Deed of Trust (the "Fourth 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, Don Brandt, BW Inc., John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Original Agreement"), as amended by the Amendment to Purchase and Development Agreement, dated July 3, 2006, dated December 15, 2006, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the 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 BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the 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, the Beneficiary and John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989 (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 (the "Third 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 are collectively, the "Development Agreement"). The parties have entered into that certain Memorandum of Agreement executed by Trustor and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

C. Pursuant to the Development Agreement, (i) the Beneficiary purchased the Property and deeded the Property to Trustor's predecessor, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated; and (ii) Trustor agreed, among other things, to build certain improvements upon the Property, to pay certain amounts to Beneficiary, in the maximum principal amount of \$18,383,000, and to give Beneficiary a deed of trust lien against the Property as security for the performance of Trustor's obligations under the Development Agreement.

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, TRUSTOR HEREBY CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as a secured party, a security interest in the following described real and personal property set forth in granting clauses I through IV:

GRANTING CLAUSE I:  
REAL PROPERTY

All right, title, interest and estate of Trustor in and to the Property.

GRANTING CLAUSE II:  
FIXTURES AND INTERESTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing and which are owned or acquired by Trustor and which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, water rights, ditches and ditch rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

GRANTING CLAUSE III:  
TENEMENTS AND HEREDITAMENTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto (including, without limitation, any and all development rights, air rights or similar or comparable rights), and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

GRANTING CLAUSE IV:  
AWARDS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property or of any improvements now or hereafter situate thereon or of any estate or easement in the Property (including any awards for change of grade of streets).

ARTICLE I  
DEFINITIONS

Unless the context clearly indicates otherwise, certain terms used in this Deed of Trust shall have the meanings set forth below:

“Event of Default” means the occurrence and continuance of any one of the events listed in Section 11.1 of this Deed of Trust.

“Hazardous Materials” includes, but shall not be limited to, substances defined as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 et seq., the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; Chapters 2, 3, 4, 5 and 6 of the Utah Environmental Quality Code, Title 19, Utah Code Annotated (1953), as the same may be amended from time to time; and in all rules adopted and regulations promulgated pursuant to any of the foregoing.

“Impositions” means all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal or other charges or impositions of any kind or nature whatsoever (including, without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create or may create a lien upon the Property or any portion of the Property.

“Obligations” means the obligations of Trustor described in Section 2.1 of this Deed of Trust, the payment and performance of which are secured by this Deed of Trust.

“Permitted Encumbrances” means those encumbrances and matters affecting the Property other than (i) real estate taxes that are delinquent and (ii) liens and security interests.

“Property” means that certain real property situate in Utah County, Utah, described in Recital A above and referred to in Granting Clause I of this Deed of Trust, as more particularly described on Exhibit “A” attached to this Deed of Trust.

“Trust Estate” means all of the items, documents, interests and properties referred to in Granting Clauses I through IV of this Deed of Trust.

ARTICLE II  
OBLIGATIONS SECURED

2.1 Obligations. This Deed of Trust is given for the purpose of securing the following Obligations:

(a) The payment and performance of each and every obligation of the Trustor contained in the Development Agreement, as the same may now be or may hereafter be amended or modified;

(b) The payment and performance of each and every obligation of Trustor under this Deed of Trust and under any other document given by or for the benefit of Trustor to Beneficiary as security for the Development Agreement and under any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, as the same may now be or may hereafter be amended or modified; and

(c) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Deed of Trust.

2.2 Extensions and Renewals. Any extensions of, renewals of, modifications of the Development Agreement, or any of the Obligations, regardless of the extent or subject matter of any such extension, renewal, modification or additional advance, shall be secured by this Deed of Trust.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

3.1 Property. Trustor represents and warrants to Beneficiary, in each case to the actual knowledge of Trustor, as follows:

(a) Except for the Permitted Encumbrances, Trustor is the owner of fee simple title in and to the Property;

(b) Trustor possesses all requisite power and authority to execute and deliver this Deed of Trust;

(c) There is no action, suit or proceeding pending, including without limitation, condemnation proceedings, or threatened, against or affecting the Property, in any court of law or equity, or before any governmental or quasi-governmental instrumentality, whether federal, state, county or municipal which may result in any material adverse change in the business prospects, profits or condition of the Property.

(d) No taxes, assessments or other governmental charges upon the Property are delinquent (except to the extent the same are currently being contested by or on behalf of Trustor in good faith).

(e) The Property is free and clear of and from any and all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever, in favor of any third party, other than the Permitted Encumbrances;

(f) (1) the Trust Estate is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or

about the Trust Estate, including, without limitation, soil and ground water conditions; (2) there are no Hazardous Materials constructed, deposited, stored, disposed, placed or located in, on or under the Trust Estate; and (3) Trustor has not received notice from any federal, state or local agency or department regarding the noncompliance by Trustor or the Trust Estate with respect to any federal, state or local law, ordinance or regulation governing the use, handling, storage, generation, transportation or disposal of Hazardous Materials or the mere presence of Hazardous Materials on the Property.

As used in this Agreement, "to the actual knowledge of Trustor" and (or any similar phrase concerning the knowledge of Trustor) shall mean the present actual knowledge of Jacqueline A. Dowdy (the foregoing individual being referred to herein as the "Knowledge Individual") without investigation or duty to investigate. The Knowledge Individual shall have no liability in connection with the representations and warranties of Trustor contained herein.

ARTICLE IV  
MAINTENANCE OF TRUST ESTATE

Trustor shall: (a) prior to the commencement of any construction on the Property as contemplated by the Development Agreement, maintain the Trust Estate in its present state of repair and condition; (b) in accordance with the requirements set forth in the Development Agreement, undertake and complete improvements on the Property; (c) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Trust Estate; and (d) not intentionally commit or knowingly permit any act upon the Trust Estate in violation of applicable law.

ARTICLE V  
INSURANCE

5.1 Insurance. Trustor shall maintain (or cause to be maintained) insurance with respect to the Property that is substantially similar to the insurance policies maintained as of the date hereof.

ARTICLE VI  
INTENTIONALLY OMITTED

ARTICLE VII  
IMPOSITIONS

7.1 Payment of Impositions. Subject to Section 7.3 of this Deed of Trust, Trustor shall pay, prior to delinquency, all Impositions. However, if, by law, any Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Trustor shall, upon written request by Beneficiary, furnish to Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

7.3 Right to Contest. Trustor shall have the right, before any date set for forfeiture, whether at tax sale, foreclosure on a tax lien or otherwise, to contest or object to the amount or validity of

any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1, unless Trustor has given prior written notice to Beneficiary of Trustor's intent so to contest or object to an Imposition, and unless, at Beneficiary's option: (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

7.4 Tax on Deed of Trust. If at any time after the date hereof there shall be assessed or imposed: (a) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor; or (b) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations; then all such taxes, assessments and fees shall be deemed to be included within the term "Impositions" as defined in Article I of this Deed of Trust, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Trustor shall have no obligation to pay any franchise, income, excess profits or similar tax levied on Beneficiary or on the Obligations secured hereby.

#### ARTICLE VIII ADDITIONAL COVENANTS

8.1 Payment of Utilities. Trustor shall pay when due all utility charges, if any, relating to the Trust Estate which may become a lien or charge against the Trust Estate or any portion thereof, for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Further Assurance. Trustor shall execute, if necessary, and deliver to Beneficiary such further instruments, including, without limitation, Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may reasonably be required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and encumbrance created or intended to be created hereby any property, rights or interests covered or intended to be covered by this Deed of Trust. Trustor hereby authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect or continue the perfection of the security interests created by this Deed of Trust.

8.3 No Further Encumbrances. Except for the Permitted Encumbrances and the lien and encumbrance of this Deed of Trust, Trustor shall not create, permit or suffer to exist, and, at Trustor's expense, will defend the Trust Estate and take such other action as is necessary to remove any lien, claim, charge, security interest or encumbrance in or to the Trust Estate, or any portion of the Trust Estate.

8.4 Conveyance of Property. Subject to the provisions hereof and the provisions set forth in the Development Agreement, Trustor shall not sell, convey or alienate the Property or any portion thereof, or any interest therein to any person or entity, without the prior written consent of Beneficiary.

8.5 Application of Payments. If at any time during the term of this Deed of Trust Beneficiary receives or obtains a payment, installment or sum which is less than the entire amount then due under the Development Agreement or under any other document executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement; as the same may now be or may hereafter be amended or modified, then Beneficiary shall, notwithstanding any

instructions which may be given by Trustor, have the right to apply such payment, installment or sum, or any part thereof, to such of the items or Obligations then due from Trustor to Beneficiary as Beneficiary, in Beneficiary's sole discretion, may determine.

8.6 Hazardous Materials. Trustor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances governing the handling, storage, generation, transportation and disposal of Hazardous Materials as the same affect or may affect the operation of Trustor's present business on or with respect to the Trust Estate.

8.7 Fixture Filing. This Deed of Trust shall be effective as a fixture filing from the date of recordation hereof in accordance with Section 9a-502 of the Utah enactment of the Uniform Commercial Code. In connection therewith, the addresses of Trustor, as debtor ("Debtor"), and of Beneficiary, as secured party ("Secured Party"), are set forth below. The following address of Beneficiary, as the Secured Party, is also the address from which information concerning the security interest may be obtained by any interested party:

- |     |   |  |
|-----|---|--|
| (a) | Name and address of Debtor:   | Jacqueline A. Dowdy and John J. Slaboch,<br>Successor Trustees of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated<br>300 John Q. Hammons Parkway, #900<br>Springfield, MO 65806-2550<br>Attn: Jacqueline A. Dowdy |
| (b) | Name and address of Secured Party:  | Pleasant Grove Redevelopment Agency<br>70 South 100 East<br>Pleasant Grove, UT 84062<br>Attn: City Administrator   |
| (c) | Description of the types (or items) of property covered by this Fixture Filing:   | See pages 1 through 2 above.   |
| (d) | Description of real estate subject to this Fixture Filing, to which the collateral is attached or upon which it is located: | See Exhibit "A" hereto.  |
| (e) | Debtor's Utah entity registration number:   | None.  |

Some of the above described collateral is or is to become fixtures upon the above described real estate, and this Fixture Filing is to be filed for record in the public real estate records. This Deed of Trust secures an obligation secured by real property and any fixtures thereon and shall be governed by the provisions of Section 9a-502 of the Utah enactment of the Uniform Commercial Code.

ARTICLE IX  
CONDEMNATION AWARDS

Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvements. Beneficiary shall be entitled to receive all compensation for any condemnation of the Property or Trust Estate.

ARTICLE X  
INTENTIONALLY OMITTED

ARTICLE XI  
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence and continuance of any one of the following shall constitute an Event of Default under this Deed of Trust:

(a) Failure by Trustor to observe and perform any term, covenant or condition to be observed or performed by Trustor contained in this Deed of Trust or Development Agreement, as the same may now be or may hereafter be amended or modified, within thirty (30) days after the delivery of written notice from Beneficiary to Trustor of such failure; provided that if such default is not reasonably capable of being cured within such thirty (30) day period, such failure shall not constitute an Event of Default so long as Trustor commences the cure of such default within such thirty (30) day period, diligently prosecutes such cure to completion and completes the cure within one hundred twenty (120) days after delivery of such written notice from Beneficiary.

(b) Any representation or warranty of Trustor contained in this Deed of Trust or the Development Agreement.

11.2 Notice. Unless otherwise expressly provided by the terms of this Deed of Trust or the Development Agreement or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, if an Event of Default shall occur, Beneficiary shall give written notice of such occurrence to Trustor.

11.3 Division of Trust Estate. Upon the occurrence and during the continuance of an Event of Default and if there are Hazardous Materials then present on the Property, Beneficiary, at Beneficiary's election and without any obligation to do so, may divide the Trust Estate into any number of parcels to facilitate the sale of the Trust Estate at a foreclosure sale. In connection therewith, Beneficiary may: (a) enter upon the Trust Estate and conduct or cause to be conducted inspections and surveys of the Trust Estate; (b) divide the Trust Estate in such manner as to segregate any Hazardous Materials into one or more distinct parcels; and (c) elect to sell at foreclosure sale only those portions of the Trust Estate that are not contaminated by or do not contain Hazardous Materials. Trustor hereby consents to such division and sale of the Trust Estate.

11.4 Acceleration; Notice. Upon the occurrence and continuance beyond any applicable notice or grace period of an Event of Default, Beneficiary shall have the option, in addition to any other remedy Beneficiary may have under the Development Agreement, to declare by notice to Trustor all sums secured by this Deed of Trust immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary shall execute or cause Trustee to execute a written notice of default and election to cause the

Trust Estate to be sold to satisfy the Obligations. Such notice shall be filed for record in Utah County, Utah.

11.5 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, except as provided by law, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed. In every such case, notice or postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise provided by law. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts relating to the exercise of the power of sale and the sale of the Trust Estate shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees and attorney fees and costs; (b) all sums expended or advanced by Beneficiary in conjunction with any provisions of this Deed of Trust, not then repaid; (c) all sums then secured by this Deed of Trust, including amounts due under the Development Agreement; and (d) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the Clerk of the District Court of Utah County, Utah.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs and continues hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney fees and costs, in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs and continues, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction over the subject matter to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and may exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, the Development Agreement, or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.1 Notices. Notices shall be provided in the manner set forth in the Development Agreement.

12.2 Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative or unenforceable to any extent whatsoever.

12.3 Amendments, Changes and Modifications. This Deed of Trust may not be amended, changed, modified, altered or terminated without the prior written consent of both Beneficiary and Trustor.

12.4 Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to principles of conflicts of laws.

12.5 Interpretation. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The article and section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

12.6 Binding Effect. This Deed of Trust shall be binding upon shall inure to the benefit of the respective successors and assigns of Beneficiary and Trustor.

12.7 Waivers. Beneficiary's failure at any time or times hereafter to require strict performance by Trustor of any of the undertakings, agreements or covenants contained in this Deed of Trust shall not waive, affect or diminish any right of Beneficiary hereunder to demand strict compliance and performance therewith. Any waiver by Beneficiary of any Event of Default under this Deed of Trust shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements or covenants of Trustor under this Deed of Trust shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

12.8 Access. Beneficiary, or Beneficiary's authorized agents and representatives, is hereby authorized and shall have the right, at all reasonable times during the existence of this Deed of Trust and with advance reasonable notice to Trustor, to enter upon the Trust Estate or any portion of the Trust Estate for the purpose of inspecting the Trust Estate. Beneficiary shall take reasonable precautions not to disrupt the Property or any construction activities thereon.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated a substitution of trustee. From the time the substitution is filed of record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be party, unless brought by Trustee.

12.11 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in Section 12.1 of this Deed of Trust.

12.12 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

12.13 Subordination to Construction Lender. Beneficiary shall, within a reasonable time frame after the written request, subordinate the lien of this Deed of Trust and all other security agreements encumbering the Property in favor of Beneficiary upon Trustor or its assignee (if permitted in writing by Beneficiary in accordance with the terms of the Fourth Amended and Restated Agreement) entering into definitive agreements with a lender for a construction loan in connection with the Project.

12.14 Release. Beneficiary shall, within a reasonable time frame after the written request, release the lien of this Deed of Trust and all other security agreements encumbering the Property upon full satisfaction by Trustor of its obligations under the Development Agreement.

12.15 Estoppel Certificates. After request by either party hereto, each party shall, within 10 days of written request, furnish the requesting party with an estoppel certificate containing such information that the requesting party shall reasonably request, said estoppel certificate to be duly acknowledged and certified.

12.16 Conflict. Nothing herein shall modify, expand, waive, limit or amend the rights and obligations of the Trustor under the Development Agreement, and in the event of a conflict between the provisions hereof and the provisions of the Development Agreement, the provisions of the Development Agreement shall govern and control.





## EXHIBIT "A"

PROPERTY DESCRIPTION

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

Beginning at a point North  $89^{\circ}32'26''$  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 Base and Meridian; and running thence South  $26^{\circ}20'54''$  West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North  $49^{\circ}52'10''$  West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $42^{\circ}44'49''$  West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $37^{\circ}59'12''$  West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $45^{\circ}10'20''$  West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North  $34^{\circ}31'31''$  East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $31^{\circ}28'29''$  East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $88^{\circ}05'02''$  East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $38^{\circ}18'48''$  East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South  $51^{\circ}41'12''$  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  $38^{\circ}18'48''$  East and long chord bears South  $64^{\circ}34'13''$  East 133.78 feet, with a central angle of  $25^{\circ}46'02''$ ); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South  $12^{\circ}32'46''$  West and long chord bears South  $42^{\circ}39'29''$  East 1,027.17 feet, with a central angle of  $69^{\circ}35'29''$ ); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North  $82^{\circ}08'15''$  East and long chord bears South  $35^{\circ}45'25''$  East 669.02 feet, with a central angle of  $55^{\circ}47'21''$ ) 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  $89^{\circ}37'36''$  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  $51^{\circ}36'51''$  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  $38^{\circ}23'09''$  East and the long chord bears South  $64^{\circ}31'52''$  East 134.12 feet, through a central angle of  $25^{\circ}50'02''$ ); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South  $12^{\circ}33'07''$  West and the long chord bears South  $42^{\circ}39'20''$  East 1027.10 feet, through a central angle of  $69^{\circ}35'07''$ ); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North  $82^{\circ}08'14''$  East and the long chord bears South  $48^{\circ}50'57''$  East 937.91 feet, through a central angle of  $81^{\circ}58'23''$ ); thence South  $89^{\circ}50'09''$  East 105.79 feet; thence South  $0^{\circ}01'40''$  West 52.00 feet; thence North  $89^{\circ}50'09''$  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  $89^{\circ}50'09''$  West and the long chord bears North  $44^{\circ}50'09''$  West 35.36 feet, through a central angle of  $90^{\circ}00'00''$ ); thence North  $89^{\circ}50'09''$  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  $0^{\circ}09'51''$  East and the long chord bears North  $48^{\circ}50'57''$  West 973.33 feet, through a central angle of  $81^{\circ}58'23''$ ); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South  $82^{\circ}08'14''$  West and the long chord bears North  $24^{\circ}20'44''$  West 495.39 feet, through a central angle of  $32^{\circ}57'56''$ ); 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 angle 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 Northeastly 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 Northeastly 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 Northeastly 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

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

Keystone. 3685.

DEED OF TRUST,  
SECURITY AGREEMENT  
AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust") is made and entered into effective as of the 1st day of December, 2011, by and among Jacqueline A. Dowdy and John J. Slaboch, 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, <sup>LLC, Inc.</sup> ("Trustee"), for the benefit of Pleasant Grove City Redevelopment Agency (the "Beneficiary").

RECITALS:

A. Trustor owns fee simple title in and to certain real property located in Utah County, Utah, as more particularly described on Exhibit "A" attached to and incorporated by reference in this Deed of Trust (the "Property").

B. Trustor, the City of Pleasant Grove (the "City"), and Beneficiary have entered into that certain Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated on or about the date of this Deed of Trust (the "Fourth 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, Don Brandt, BW Inc., John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Original Agreement"), as amended by the Amendment to Purchase and Development Agreement, dated July 3, 2006, dated December 15, 2006, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the 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 BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the 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, the Beneficiary and John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989 (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 (the "Third 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 are collectively, the "Development Agreement"). The parties have entered into that certain Memorandum of Agreement executed by Trustor and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

C. Pursuant to the Development Agreement, (i) the Beneficiary purchased the Property and deeded the Property to Trustor's predecessor, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated; and (ii) Trustor agreed, among other things, to build certain improvements upon the Property, to pay certain amounts to Beneficiary, in the maximum principal amount of \$18,383,000, and to give Beneficiary a deed of trust lien against the Property as security for the performance of Trustor's obligations under the Development Agreement.

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, TRUSTOR HEREBY CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as a secured party, a security interest in the following described real and personal property set forth in granting clauses I through IV:

GRANTING CLAUSE I:  
REAL PROPERTY

All right, title, interest and estate of Trustor in and to the Property.

GRANTING CLAUSE II:  
FIXTURES AND INTERESTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing and which are owned or acquired by Trustor and which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, water rights, ditches and ditch rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

GRANTING CLAUSE III:  
TENEMENTS AND HEREDITAMENTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto (including, without limitation, any and all development rights, air rights or similar or comparable rights), and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

GRANTING CLAUSE IV:  
AWARDS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property or of any improvements now or hereafter situate thereon or of any estate or easement in the Property (including any awards for change of grade of streets).

ARTICLE I  
DEFINITIONS

Unless the context clearly indicates otherwise, certain terms used in this Deed of Trust shall have the meanings set forth below:

"Event of Default" means the occurrence and continuance of any one of the events listed in Section 11.1 of this Deed of Trust.

"Hazardous Materials" includes, but shall not be limited to, substances defined as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 et seq., the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; Chapters 2, 3, 4, 5 and 6 of the Utah Environmental Quality Code, Title 19, Utah Code Annotated (1953), as the same may be amended from time to time; and in all rules adopted and regulations promulgated pursuant to any of the foregoing.

"Impositions" means all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal or other charges or impositions of any kind or nature whatsoever (including, without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create or may create a lien upon the Property or any portion of the Property.

"Obligations" means the obligations of Trustor described in Section 2.1 of this Deed of Trust, the payment and performance of which are secured by this Deed of Trust.

"Permitted Encumbrances" means those encumbrances and matters affecting the Property other than (i) real estate taxes that are delinquent and (ii) liens and security interests.

"Property" means that certain real property situate in Utah County, Utah, described in Recital A above and referred to in Granting Clause I of this Deed of Trust, as more particularly described on Exhibit "A" attached to this Deed of Trust.

"Trust Estate" means all of the items, documents, interests and properties referred to in Granting Clauses I through IV of this Deed of Trust.

ARTICLE II  
OBLIGATIONS SECURED

2.1 Obligations. This Deed of Trust is given for the purpose of securing the following Obligations:

(a) The payment and performance of each and every obligation of the Trustor contained in the Development Agreement, as the same may now be or may hereafter be amended or modified;

(b) The payment and performance of each and every obligation of Trustor under this Deed of Trust and under any other document given by or for the benefit of Trustor to Beneficiary as security for the Development Agreement and under any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, as the same may now be or may hereafter be amended or modified; and

(c) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Deed of Trust.

2.2 Extensions and Renewals. Any extensions of, renewals of, modifications of the Development Agreement, or any of the Obligations, regardless of the extent or subject matter of any such extension, renewal, modification or additional advance, shall be secured by this Deed of Trust.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

3.1 Property. Trustor represents and warrants to Beneficiary, in each case to the actual knowledge of Trustor, as follows:

(a) Except for the Permitted Encumbrances, Trustor is the owner of fee simple title in and to the Property;

(b) Trustor possesses all requisite power and authority to execute and deliver this Deed of Trust;

(c) There is no action, suit or proceeding pending, including without limitation, condemnation proceedings, or threatened, against or affecting the Property, in any court of law or equity, or before any governmental or quasi-governmental instrumentality, whether federal, state, county or municipal which may result in any material adverse change in the business prospects, profits or condition of the Property.

(d) No taxes, assessments or other governmental charges upon the Property are delinquent (except to the extent the same are currently being contested by or on behalf of Trustor in good faith).

(e) The Property is free and clear of and from any and all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever, in favor of any third party, other than the Permitted Encumbrances;

(f) (1) the Trust Estate is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or

about the Trust Estate, including, without limitation, soil and ground water conditions; (2) there are no Hazardous Materials constructed, deposited, stored, disposed, placed or located in, on or under the Trust Estate; and (3) Trustor has not received notice from any federal, state or local agency or department regarding the noncompliance by Trustor or the Trust Estate with respect to any federal, state or local law, ordinance or regulation governing the use, handling, storage, generation, transportation or disposal of Hazardous Materials or the mere presence of Hazardous Materials on the Property.

As used in this Agreement, "to the actual knowledge of Trustor" and (or any similar phrase concerning the knowledge of Trustor) shall mean the present actual knowledge of Jacqueline A. Dowdy (the foregoing individual being referred to herein as the "Knowledge Individual") without investigation or duty to investigate. The Knowledge Individual shall have no liability in connection with the representations and warranties of Trustor contained herein.

ARTICLE IV  
MAINTENANCE OF TRUST ESTATE

Trustor shall: (a) prior to the commencement of any construction on the Property as contemplated by the Development Agreement, maintain the Trust Estate in its present state of repair and condition; (b) in accordance with the requirements set forth in the Development Agreement, undertake and complete improvements on the Property; (c) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Trust Estate; and (d) not intentionally commit or knowingly permit any act upon the Trust Estate in violation of applicable law.

ARTICLE V  
INSURANCE

5.1 Insurance. Trustor shall maintain (or cause to be maintained) insurance with respect to the Property that is substantially similar to the insurance policies maintained as of the date hereof.

ARTICLE VI  
INTENTIONALLY OMITTED

ARTICLE VII  
IMPOSITIONS

7.1 Payment of Impositions. Subject to Section 7.3 of this Deed of Trust, Trustor shall pay, prior to delinquency, all Impositions. However, if, by law, any Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Trustor shall, upon written request by Beneficiary, furnish to Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

7.3 Right to Contest. Trustor shall have the right, before any date set for forfeiture, whether at tax sale, foreclosure on a tax lien or otherwise, to contest or object to the amount or validity of

any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1, unless Trustor has given prior written notice to Beneficiary of Trustor's intent so to contest or object to an Imposition, and unless, at Beneficiary's option: (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

7.4 Tax on Deed of Trust. If at any time after the date hereof there shall be assessed or imposed: (a) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor; or (b) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations; then all such taxes, assessments and fees shall be deemed to be included within the term "Impositions" as defined in Article I of this Deed of Trust, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Trustor shall have no obligation to pay any franchise, income, excess profits or similar tax levied on Beneficiary or on the Obligations secured hereby.

#### ARTICLE VIII ADDITIONAL COVENANTS

8.1 Payment of Utilities. Trustor shall pay when due all utility charges, if any, relating to the Trust Estate which may become a lien or charge against the Trust Estate or any portion thereof, for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Further Assurance. Trustor shall execute, if necessary, and deliver to Beneficiary such further instruments, including, without limitation, Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may reasonably be required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and encumbrance created or intended to be created hereby any property, rights or interests covered or intended to be covered by this Deed of Trust. Trustor hereby authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect or continue the perfection of the security interests created by this Deed of Trust.

8.3 No Further Encumbrances. Except for the Permitted Encumbrances and the lien and encumbrance of this Deed of Trust, Trustor shall not create, permit or suffer to exist, and, at Trustor's expense, will defend the Trust Estate and take such other action as is necessary to remove any lien, claim, charge, security interest or encumbrance in or to the Trust Estate, or any portion of the Trust Estate.

8.4 Conveyance of Property. Subject to the provisions hereof and the provisions set forth in the Development Agreement, Trustor shall not sell, convey or alienate the Property or any portion thereof, or any interest therein to any person or entity, without the prior written consent of Beneficiary.

8.5 Application of Payments. If at any time during the term of this Deed of Trust Beneficiary receives or obtains a payment, installment or sum which is less than the entire amount then due under the Development Agreement or under any other document executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement; as the same may now be or may hereafter be amended or modified, then Beneficiary shall, notwithstanding any

instructions which may be given by Trustor, have the right to apply such payment, installment or sum, or any part thereof, to such of the items or Obligations then due from Trustor to Beneficiary as Beneficiary, in Beneficiary's sole discretion, may determine.

8.6 Hazardous Materials. Trustor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances governing the handling, storage, generation, transportation and disposal of Hazardous Materials as the same affect or may affect the operation of Trustor's present business on or with respect to the Trust Estate.

8.7 Fixture Filing. This Deed of Trust shall be effective as a fixture filing from the date of recordation hereof in accordance with Section 9a-502 of the Utah enactment of the Uniform Commercial Code. In connection therewith, the addresses of Trustor, as debtor ("Debtor"), and of Beneficiary, as secured party ("Secured Party"), are set forth below. The following address of Beneficiary, as the Secured Party, is also the address from which information concerning the security interest may be obtained by any interested party:

- |     |   |  |
|-----|---|--|
| (a) | Name and address of Debtor:   | Jacqueline A. Dowdy and John J. Slaboch,<br>Successor Trustees of the Revocable Trust<br>of John Q. Hammons, dated December 28,<br>1989, as amended and restated<br>300 John Q. Hammons Parkway, #900<br>Springfield, MO 65806-2550<br>Attn: Jacqueline A. Dowdy |
| (b) | Name and address of Secured Party:  | Pleasant Grove Redevelopment Agency<br>70 South 100 East<br>Pleasant Grove, UT 84062<br>Attn: City Administrator   |
| (c) | Description of the types (or items) of property covered by this Fixture Filing:   | See pages 1 through 2 above.   |
| (d) | Description of real estate subject to this Fixture Filing, to which the collateral is attached or upon which it is located: | See Exhibit "A" hereto.  |
| (e) | Debtor's Utah entity registration number:   | None.  |

Some of the above described collateral is or is to become fixtures upon the above described real estate, and this Fixture Filing is to be filed for record in the public real estate records. This Deed of Trust secures an obligation secured by real property and any fixtures thereon and shall be governed by the provisions of Section 9a-502 of the Utah enactment of the Uniform Commercial Code.

ARTICLE IX  
CONDEMNATION AWARDS

Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvements. Beneficiary shall be entitled to receive all compensation for any condemnation of the Property or Trust Estate.

ARTICLE X  
INTENTIONALLY OMITTED

ARTICLE XI  
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence and continuance of any one of the following shall constitute an Event of Default under this Deed of Trust:

(a) Failure by Trustor to observe and perform any term, covenant or condition to be observed or performed by Trustor contained in this Deed of Trust or Development Agreement, as the same may now be or may hereafter be amended or modified, within thirty (30) days after the delivery of written notice from Beneficiary to Trustor of such failure; provided that if such default is not reasonably capable of being cured within such thirty (30) day period, such failure shall not constitute an Event of Default so long as Trustor commences the cure of such default within such thirty (30) day period, diligently prosecutes such cure to completion and completes the cure within one hundred twenty (120) days after delivery of such written notice from Beneficiary.

(b) Any representation or warranty of Trustor contained in this Deed of Trust or the Development Agreement.

11.2 Notice. Unless otherwise expressly provided by the terms of this Deed of Trust or the Development Agreement or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, if an Event of Default shall occur, Beneficiary shall give written notice of such occurrence to Trustor.

11.3 Division of Trust Estate. Upon the occurrence and during the continuance of an Event of Default and if there are Hazardous Materials then present on the Property, Beneficiary, at Beneficiary's election and without any obligation to do so, may divide the Trust Estate into any number of parcels to facilitate the sale of the Trust Estate at a foreclosure sale. In connection therewith, Beneficiary may: (a) enter upon the Trust Estate and conduct or cause to be conducted inspections and surveys of the Trust Estate; (b) divide the Trust Estate in such manner as to segregate any Hazardous Materials into one or more distinct parcels; and (c) elect to sell at foreclosure sale only those portions of the Trust Estate that are not contaminated by or do not contain Hazardous Materials. Trustor hereby consents to such division and sale of the Trust Estate.

11.4 Acceleration; Notice. Upon the occurrence and continuance beyond any applicable notice or grace period of an Event of Default, Beneficiary shall have the option, in addition to any other remedy Beneficiary may have under the Development Agreement, to declare by notice to Trustor all sums secured by this Deed of Trust immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary shall execute or cause Trustee to execute a written notice of default and election to cause the

Trust Estate to be sold to satisfy the Obligations. Such notice shall be filed for record in Utah County, Utah.

11.5 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, except as provided by law, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed. In every such case, notice or postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise provided by law. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts relating to the exercise of the power of sale and the sale of the Trust Estate shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees and attorney fees and costs; (b) all sums expended or advanced by Beneficiary in conjunction with any provisions of this Deed of Trust, not then repaid; (c) all sums then secured by this Deed of Trust, including amounts due under the Development Agreement; and (d) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the Clerk of the District Court of Utah County, Utah.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs and continues hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney fees and costs, in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs and continues, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction over the subject matter to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and may exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, the Development Agreement, or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.1 Notices. Notices shall be provided in the manner set forth in the Development Agreement.

12.2 Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative or unenforceable to any extent whatsoever.

12.3 Amendments, Changes and Modifications. This Deed of Trust may not be amended, changed, modified, altered or terminated without the prior written consent of both Beneficiary and Trustor.

12.4 Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to principles of conflicts of laws.

12.5 Interpretation. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The article and section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

12.6 Binding Effect. This Deed of Trust shall be binding upon shall inure to the benefit of the respective successors and assigns of Beneficiary and Trustor.

12.7 Waivers. Beneficiary's failure at any time or times hereafter to require strict performance by Trustor of any of the undertakings, agreements or covenants contained in this Deed of Trust shall not waive, affect or diminish any right of Beneficiary hereunder to demand strict compliance and performance therewith. Any waiver by Beneficiary of any Event of Default under this Deed of Trust shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements or covenants of Trustor under this Deed of Trust shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

12.8 Access. Beneficiary, or Beneficiary's authorized agents and representatives, is hereby authorized and shall have the right, at all reasonable times during the existence of this Deed of Trust and with advance reasonable notice to Trustor, to enter upon the Trust Estate or any portion of the Trust Estate for the purpose of inspecting the Trust Estate. Beneficiary shall take reasonable precautions not to disrupt the Property or any construction activities thereon.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated a substitution of trustee. From the time the substitution is filed of record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be party, unless brought by Trustee.

12.11 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in Section 12.1 of this Deed of Trust.

12.12 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

12.13 Subordination to Construction Lender. Beneficiary shall, within a reasonable time frame after the written request, subordinate the lien of this Deed of Trust and all other security agreements encumbering the Property in favor of Beneficiary upon Trustor or its assignee (if permitted in writing by Beneficiary in accordance with the terms of the Fourth Amended and Restated Agreement) entering into definitive agreements with a lender for a construction loan in connection with the Project.

12.14 Release. Beneficiary shall, within a reasonable time frame after the written request, release the lien of this Deed of Trust and all other security agreements encumbering the Property upon full satisfaction by Trustor of its obligations under the Development Agreement.

12.15 Estoppel Certificates. After request by either party hereto, each party shall, within 10 days of written request, furnish the requesting party with an estoppel certificate containing such information that the requesting party shall reasonably request, said estoppel certificate to be duly acknowledged and certified.

12.16 Conflict. Nothing herein shall modify, expand, waive, limit or amend the rights and obligations of the Trustor under the Development Agreement, and in the event of a conflict between the provisions hereof and the provisions of the Development Agreement, the provisions of the Development Agreement shall govern and control.



DATED effective as of the date first above written.

TRUSTOR:

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

*[Signature]*  
John J. Slaboch, 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 \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated.

NOTARY PUBLIC  
Residing at \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF OHIO )  
: ss.  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of NOVEMBER, 2011, by John J. Slaboch, Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated.

*Teresa J. Thompson*  
NOTARY PUBLIC  
Residing at HAMILTON County, OHIO

My Commission Expires:  
MARCH 13, 2016



Teresa J. Thompson  
Notary Public, State of Ohio  
My Commission Expires 03-13-2016

## 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 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 angle 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 angle 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

**EXHIBIT B**

**MODIFICATION TO DEED OF TRUST**

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 \_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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, 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 \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Greggory 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 \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by Greggory D. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**BENEFICIARY:**

PLEASANT GROVE CITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah )

:ss

County of Utah )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Michael W. Daniels, the Chair of PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

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.

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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.

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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

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**(Attached)**

**\$18,383,000.00**

**REDEVELOPMENT AGENCY OF PLEASANT GROVE CITY, UTAH**

Tax Increment and Revenue Refunding Bonds

Ser 2011:Taxable-Refund- BofA FINALv3, 11.22.11

**Pleasant Grove**



Utah's City of Trees

**Net Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
12/01/2011	-	-	-	-	-	-
06/01/2012	-	-	532,187.85	532,187.85	532,187.85	-
12/01/2012	511,000.00	5.790%	532,187.85	1,043,187.85	1,043,187.85	1,575,375.70
06/01/2013	-	-	517,394.40	517,394.40	517,394.40	-
12/01/2013	641,000.00	5.790%	517,394.40	1,058,394.40	1,058,394.40	1,575,788.80
06/01/2014	-	-	501,732.45	501,732.45	501,732.45	-
12/01/2014	572,000.00	5.790%	501,732.45	1,073,732.45	1,073,732.45	1,575,404.80
06/01/2015	-	-	485,173.05	485,173.05	485,173.05	-
12/01/2015	605,000.00	5.790%	485,173.05	1,090,173.05	1,090,173.05	1,575,348.10
06/01/2016	-	-	467,658.30	467,658.30	467,658.30	-
12/01/2016	640,000.00	5.790%	467,658.30	1,107,658.30	1,107,658.30	1,575,316.60
06/01/2017	-	-	449,130.30	449,130.30	449,130.30	-
12/01/2017	677,000.00	5.790%	449,130.30	1,126,130.30	1,126,130.30	1,575,280.60
06/01/2018	-	-	429,531.15	429,531.15	429,531.15	-
12/01/2018	717,000.00	6.790%	429,531.15	1,146,531.15	1,146,531.15	1,576,062.30
06/01/2019	-	-	408,774.00	408,774.00	408,774.00	-
12/01/2019	758,000.00	5.790%	408,774.00	1,166,774.00	1,166,774.00	1,575,548.00
06/01/2020	-	-	386,829.80	386,829.80	386,829.80	-
12/01/2020	802,000.00	5.790%	386,829.80	1,188,829.80	1,188,829.80	1,575,659.80
06/01/2021	-	-	363,612.00	363,612.00	363,612.00	-
12/01/2021	12,560,000.00	5.790%	363,612.00	12,923,612.00	12,923,612.00	13,287,224.00
<b>Total</b>	<b>\$18,383,000.00</b>	-	<b>\$9,084,046.60</b>	<b>\$27,467,046.80</b>	<b>\$27,467,046.60</b>	-

Ser 2011:Taxable Refund - SINGLE PURPOSE | 11/22/2011 | 2:32 PM

