

Fill in this information to identify the case:

Debtor 1 The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21140

BMC RCUD 23DEC'16 PM2:26

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer
Name of the current creditor (the person or entity to be paid for this claim) _____
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?** Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should notices to the creditor be sent? Darek Bushnaq and Frederick Carter Venable LLP
Name: _____
750 East Pratt Street, Suite 900
Number Street
Baltimore MD 21202
City State ZIP Code
Contact phone: 410.244.7400
Contact email: dsbushnaq@venable.com, fwcarter@venable.com
Where should payments to the creditor be sent? (if different)
Name: _____
Number Street
City State ZIP Code
Contact phone: _____
Contact email: _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____

**This proof of claim is being filed in the administratively consolidated debtor case of John Q. Hammons Fall 2006, LLC, Case No. 16-21142, pursuant to the Court's Order Establishing Bar Dates (Docket No. 525).



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 140,174,148.41* Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Guaranty of Loan

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

* See attached.

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
 Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

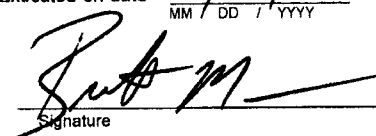
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/22/2016
MM / DD / YYYY



 Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Brett</u>	<u>Mann</u>
	<small>First name</small>	<small>Middle name Last name</small>
Title	<u>Asset Manager</u>	
Company	<u>LNR Partners, LLC</u>	
	<small>Identify the corporate servicer as the company if the authorized agent is a servicer.</small>	
Address	<u>1601 Washington Avenue, Suite 700</u>	
	<small>Number Street</small>	
	<u>Miami Beach,</u>	<u>FL 33139</u>
	<small>City State ZIP Code</small>	
Contact phone	<u>305-365-5215</u>	<u>bmann@lnrpartners.com</u>
	<small>Email</small>	

**In re The Revocable Trust of John Q. Hammons dated
December 28, 1989 as Amended and Restated, Case No. 16-21140**

**ATTACHMENT TO PROOF OF CLAIM OF
U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan
Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through
Certificates, Series 2006-LDP7 (the “Trust”), by and through
LNR Partners, LLC, solely in its capacity as Special Servicer**

The Note and the Guaranty

On or about March 30, 2006, Hammons of Oklahoma City, LLC, Hammons of Lincoln, LLC, Hammons of South Carolina, LLC, Hammons of New Mexico, LLC, Hammons of Tulsa, LLC, and Hammons of Sioux Falls, LLC (collectively, the “Borrower”) executed and delivered a Promissory Note (the “Original Note”) to Nomura Credit & Capital, Inc. (“Original Lender”) to evidence a loan made to the Borrower in the stated principal amount of \$162,000,000.00 (the “Original Loan”). Borrower and Original Lender entered into a Loan Agreement dated as of March 30, 2006 (the “Original Loan Agreement”). On or about June 8, 2006, Borrower and Original Lender split the Original Note into two separate promissory notes (described below). A First Amendment to Loan Agreement was executed by and between Borrower and Original Lender as of June 8, 2006 (the “Loan Agreement Amendment” and together with the Original Loan Agreement, the “Loan Agreement”). On or about March 30, 2006, the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated (the “Debtor”) executed a Limited Payment Guaranty (the “Guaranty”) whereby the Debtor unconditionally, irrevocably, and absolutely guaranteed all payments and performances of the Borrower under the Loan Documents (defined below) up to a maximum of \$25,000,000.00.

As of June 8, 2006, the Borrower executed and delivered a Promissory Note A (“Note A”) to Original Lender to evidence a loan made to the Borrower in the stated principal amount of \$152,000,000.00 (the “A Loan”). Also as of June 8, 2006, the Borrower executed and delivered

a Promissory Note B (“Note B” and together with Note A, the “Note”) to Original Lender to evidence a loan made to the Borrower in the stated principal amount of \$10,000,000.00 (the “B Loan” and together with the A Loan, the “Loan”). The Note replaced and superseded the Original Note. The Trust is the current holder of Note A by virtue of a series of allonges. Wells Fargo Bank, N.A., as Trustee for the registered holders of CD 2007-CD4 Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series CD 2007-CD4 (the “B Trust”) is the current holder of Note B by virtue of a series of allonges. Pursuant to the Agreement Among Noteholders dated as of June 8, 2006, the Trust has legal authority to file a proof of claim on behalf of the B Trust.

The Security Instruments

The Loan Documents (defined below) are secured by, among other things, a valid and perfected first priority lien and security interest in the Property (defined below) pursuant to, among other things, the following:

Embassy Suites, Lincoln, Nebraska

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Lincoln, LLC (the “Nebraska Borrower”) to R. Kent Radke, as trustee for the benefit of Original Lender, dated as of March 30, 2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Lancaster County, Nebraska (the “Nebraska Records”) as Instrument Number 2006015648 (the “Nebraska Mortgage”). Original Lender assigned all of its right, title and interest in and to the Nebraska Mortgage to Wells Fargo Bank, N.A. (“Wells Fargo”), as Trustee for the Trust by virtue of an Assignment Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreement and Fixture Filing dated as of

September 20, 2007, which was recorded on November 5, 2007 in the Nebraska Records as Instrument Number 2007054611 (the “First Nebraska Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Nebraska Mortgage to U.S. Bank National Association (“U.S. Bank”), as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on July 1, 2010 in the Nebraska Records as Instrument Number 2010027809 (the “Second Nebraska Assignment”).

Embassy Suites, Albuquerque, New Mexico

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of New Mexico, LLC (the “New Mexico Borrower”) to Original Lender, dated as of March 30, 2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Bernalillo County, New Mexico (the “New Mexico Records”) as Document Number 2006047804 (the “New Mexico Mortgage”). Original Lender assigned all of its right, title and interest in and to the New Mexico Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on January 28, 2008 in the New Mexico Records as Document Number 2008008040 (the “First New Mexico Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the New Mexico Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009,

which was recorded on March 15, 2010 in the New Mexico Records as Document Number 2010021296 (the "Second New Mexico Assignment").

Courtyard Marriott, Oklahoma City, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Oklahoma City, LLC (the "Oklahoma City Borrower") to Original Lender, dated as of March 30, 2006, which was duly recorded on April 12, 2006 in the Real Estate Records of Oklahoma County, Oklahoma (the "Oklahoma County Records") as Document Number 2006052696 in Book 10072, Page 1936 (the "Oklahoma City Mortgage"). Original Lender assigned all of its right, title and interest in and to the Oklahoma City Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on October 22, 2007 in the Oklahoma County Records as Document Number 2007153833 in Book 10639, Page 1563 (the "First Oklahoma City Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Oklahoma City Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on January 5, 2010 in the Oklahoma County Records as Document Number 20100105010007430 in Book RE11277, Page 1793 (the "Second Oklahoma City Assignment").

Renaissance Tulsa Hotel, Tulsa, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Tulsa, LLC (the "Tulsa Borrower") to Original Lender, dated as of March 30,

2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Tulsa County, Oklahoma (the "Tulsa Records") as Document Number 2006037447 (the "Tulsa Mortgage"). Original Lender assigned all of its right, title and interest in and to the Tulsa Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on January 2, 2008 in the Tulsa Records as Document Number 2008000256 (the "First Tulsa Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tulsa Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on January 5, 2010 in the Tulsa Records as Document Number 2010000699 (the "Second Tulsa Assignment").

Residence Inn Charleston, North Charleston, South Carolina

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of South Carolina, LLC (the "South Carolina Borrower") to Original Lender, dated as of March 30, 2006, which was duly recorded on April 7, 2006 in the Real Estate Records of Charleston County, South Carolina (the "South Carolina Records") in Book C579, Page 567 (the "South Carolina Mortgage"). Original Lender assigned all of its right, title and interest in and to the South Carolina Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on March 26, 2008 in the South Carolina Records in Book E655, Page 782 (the "First South Carolina Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the South Carolina Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold

Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on April 5, 2010 in the South Carolina Records in Book 0115, Page 509 (the “Second South Carolina Assignment”).

Sheraton Sioux Falls, Sioux Falls, South Dakota

The Note is secured, in part, by a Leasehold Mortgage – One Hundred Eighty (180) Day Redemption, Assignment of Leases and Rents, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Sioux Falls, LLC (the “South Dakota Borrower”) to Original Lender, dated as of March 30, 2006, which was duly recorded on April 14, 2006 in the Real Estate Records of Minnehaha County, South Dakota (the “South Dakota Records”) as Document Number R609933 in Book 1536, Page 787 (the “South Dakota Mortgage”). Original Lender assigned all of its right, title and interest in and to the South Dakota Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on December 31, 2007 in the South Dakota Records as Document Number R739360 in Book 1587, Page 387 (the “First South Dakota Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the South Dakota Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage – One Hundred Eighty (180) Day Redemption, Assignment of Leases and Rents, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on April 26, 2010 in the South Dakota Records as Document Number R009739 in Book 1651, Page 105 (the “Second South Dakota Assignment”).

The Loan Documents

Original Lender's security interest in the Borrower's assets, including all personal property, was further perfected by the filing of UCC Financing Statements with the Missouri Secretary of State and in the Nebraska Records, New Mexico Records, Oklahoma County Records, Tulsa Records, South Carolina Records, and South Dakota Records, which UCC Financing Statements have been amended.

The Nebraska Mortgage, New Mexico Mortgage, Oklahoma City Mortgage, Tulsa Mortgage, South Carolina Mortgage, and South Dakota Mortgage shall be collectively referred to herein as the "Mortgages." Pursuant to, among other things, the Mortgages, the Borrower granted, and the Trust holds, first priority liens and security interests in parcels of real property as described in each of the Mortgages, along with all improvements, fixtures, interests, personalty, Leases, Rents, and proceeds (collectively, as more particularly described in the Mortgages, the "Property"). The Note, Mortgages, Loan Agreement, Guaranty, and all related loan and security documents shall be collectively referred to herein as the "Loan Documents."

The Default

The Loan is in default under the Loan Documents as a result of, among other things, the chapter 11 petitions filed by the Borrower on June 26, 2016. See In re Hammons of Lincoln, LLC, Bankruptcy Case No. 16-21163; In re Hammons of New Mexico, LLC, Bankruptcy Case No. 16-21165; In re Hammons of Oklahoma City, LLC, Bankruptcy Case No. 16-21157; In re Hammons of Tulsa, LLC, Bankruptcy Case No. 16-21167; In re Hammons of South Carolina, LLC, Bankruptcy Case No. 16-21160; In re Hammons of Sioux Falls, LLC, Bankruptcy Case No. 16-21172, all pending in the United States Bankruptcy Court for the District of Kansas. The Loan is also in default due to the chapter 11 petition filed on June 26, 2016 by the Debtor. See

In re The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Bankruptcy Case No. 16-21140, pending in the United States Bankruptcy Court for the District of Kansas.

As of June 26, 2016 (the "Petition Date"), the amount owing under the Loan Documents totals more than \$140,174,148.41, and includes

- (i) the unpaid principal balance of \$136,581,225.13;
- (ii) accrued interest in the amount of \$2,326,498.03;
- (iii) default interest in the amount of \$1,153,352.57;
- (iv) property protective advances and miscellaneous fees in the amount of \$65,901.00;
- (v) late fees in the amount of \$47,171.68; and
- (vi) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation default interest;
- (vii) less any amounts held by the Trust.

Since the Petition Date and calculated through November 30, 2016, in addition to the foregoing, additional amounts have continued to accrue, as follows:

- (i) default interest at the rate of 4.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$2,382,583.59;
- (ii) lender expenses in the amount of \$201,855.63.

Interest accrues at the rate of 5.61% for Note A and 7.5702% for Note B per annum; default interest accrues at the rate of 4.00% per annum. Interest, default interest, attorneys' fees and costs, and other amounts continue to accrue pursuant to the Loan Documents and applicable law. The full nature, extent or value of all additional post-petition amounts or claims, including interest, taxes, insurance, fees and costs against the Debtor cannot be determined at this time.

This claim is without prejudice to any other claim, including, but not limited to claims for administrative expenses. The Trust expressly reserves the right to amend, add to, or supplement this proof of claim for any purpose or reason, including, without limitation, in the event that an objection to this claim is filed, to file additional proofs of claim, including, without limitation, to reflect additional or revised amounts owing by the Debtor, and/or to assert any additional rights or security, including, but not limited to setoff, that the Trust may have.

This proof of claim is filed to protect the Trust from forfeiture of any claim it may have in the Debtor's Chapter 11 bankruptcy case. The filing of this proof of claim is not, and is not intended to be, (i) a waiver or release of the Trust's rights to have any and all final orders relating to any claims it holds against the Debtor to be entered by the United States District Court; (ii) a consent to the jurisdiction of this Court for any person other than with respect to the filing of this proof of claim; (iii) an election of remedy; (iv) a waiver or release of any right to jury trial; or (v) a waiver or release of any right to request that the order of reference applicable to the captioned bankruptcy case be withdrawn with respect to any objections, motions or other proceedings with respect to the subject matter of this proof of claim.

Darek S. Bushnaq

T 410.244.7867

F 410.244.7742

dsbushnaq@venable.com

December 22, 2016

VIA UPS OVERNIGHT

BMC Group, Inc.
Attn: John Q. Hammons Claims Processing
3732 W. 120th Street
Hawthorne, CA 90250

Re: John Q. Hammons Fall 2006, LLC, et al., jointly administered under
Case No. 16-21142, pending in the United States Bankruptcy Court for
the District of Kansas

Dear Sir/Madam:

Enclosed for filing in the captioned case are the following proofs of claim. Please return file-stamped copies to me using the return, self-addressed UPS overnight label and envelope.

1. Proof of claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the cases of Hammons of Lincoln, LLC, Case No. 16-21163; Hammons of New Mexico, LLC, Case No. 16-21165; Hammons of Oklahoma City, LLC, Case No. 16-21157; Hammons of Tulsa, LLC, Case No. 16-21167; Hammons of South Carolina, LLC, Case No. 16-21160; Hammons of Sioux Falls, LLC, Case No. 16-21172;
2. Proof of claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140;
3. Proof of claim filed by Wells Fargo Bank, N.A., as successor to LaSalle Bank National Association, as Trustee for the Registered Holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of John Q. Hammons Fall 2006, LLC;

December 22, 2016

Page 2

4. Proof of claim filed by Wells Fargo Bank, N.A., as successor to LaSalle Bank National Association, as Trustee for the Registered Holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140;
5. Proof of claim filed by Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the cases of Hammons of Huntsville, LLC, Case No. 16-21154; JQH-Allen Development, LLC, Case No. 16-21174; JQH-Concord Development, LLC, Case No. 16-21150; JQH-Glendale, AZ Development, LLC, Case No. 16-21169; JQH-Kansas City Development, LLC, Case No. 16-21177; JQH-Murfreesboro Development, LLC, Case No. 16-21191; JQH-Norman Development, LLC, Case No. 16-21180;
6. Proof of claim filed by Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140.

Please contact me should we need to discuss.

Sincerely,



Darek S. Bushnaq

Enclosures

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<p><i>Creditor:</i> (8632755) Venable LLP Attn: D. Bushnaq/F. Carter 750 East Pratt Street, Suite 900 Baltimore, MD 21202</p>	<p>Claim No: 625 <i>Original Filed</i> Date: 12/23/2016 <i>Original Entered</i> Date: 12/23/2016</p>	<p><i>Status:</i> Filed by: CR Entered by: Terri Marshall Modified:</p>
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Amount claimed: \$140174148.41

History:

[Details](#) [625-](#) 12/23/2016 Claim #625 filed by Venable LLP, Amount claimed: \$140174148.41 (Marshall, Terri)
[1](#)

Description: (625-1) Guaranty of Loan

Remarks: (625-1) filed in case 16-21140

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$140174148.41
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

<p><i>Creditor:</i> (8650044) US BANK NA AS TTEE FOR THE REG HOLDERS OF JPMORGAN CHASE COMMERCIAL MORT. SECURITIES SERIES VENABLE LLP, ATTN: D. BUSHNAQ/F. CARTER 750 EAST PRATT STREET, SUITE 900 BALTIMORE, MD 21202 Claimant History</p>	<p>Claim No: 625 <i>Original Filed</i> <i>Date:</i> 12/23/2016 <i>Original Entered</i> <i>Date:</i> 12/23/2016 <i>Last Amendment</i> <i>Filed:</i> 01/27/2017 <i>Last Amendment</i> <i>Entered:</i> 01/27/2017</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i></p>
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Amount claimed: \$140174148.41

History:

[Details](#) [625-1](#) 12/23/2016 Claim #625 filed by Wilmington Trust National Assoc., as Trustee for, Amount claimed: \$140174148.41 (Marshall, Terri)

[Details](#) [625-2](#) 01/27/2017 Amended Claim #625 filed by US BANK NA AS TTEE FOR THE REG HOLDERS OF JPMORGAN, Amount claimed: \$140174148.41 (Marshall, Terri)

Description: (625-1) Guaranty of Loan
 (625-2) Guaranty of Loan (16-21140)

Remarks: (625-1) filed in case 16-21140
 (625-2) ECF by Claims Agent 1/27/2017

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$140174148.41
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		

Fill in this information to identify the case:

Debtor 1 The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21140

BMC RCUD 23DEC'16 PM2:26

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer
Name of the current creditor (the person or entity to be paid for this claim) _____
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?** Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should notices to the creditor be sent? Darek Bushnaq and Frederick Carter Venable LLP
Name _____
750 East Pratt Street, Suite 900
Number Street
Baltimore MD 21202
City State ZIP Code
Contact phone 410.244.7400
Contact email dsbushnaq@venable.com
fwcarter@venable.com
Where should payments to the creditor be sent? (if different)
Name _____
Number Street
City State ZIP Code
Contact phone _____
Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____

**This proof of claim is being filed in the administratively consolidated debtor case of John Q. Hammons Fall 2006, LLC, Case No. 16-21142, pursuant to the Court's Order Establishing Bar Dates (Docket No. 525).



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 140,174,148.41* Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Guaranty of Loan

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

* See attached.

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

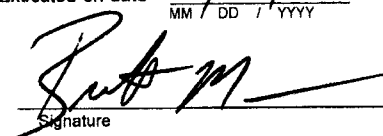
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/22/2016
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Brett Mann
First name Middle name Last name

Title Asset Manager

Company LNR Partners, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1601 Washington Avenue, Suite 700
Number Street

Miami Beach, FL 33139
City State ZIP Code

Contact phone 305-365-5215 Email bmann@lnrpartners.com

**In re The Revocable Trust of John Q. Hammons dated
December 28, 1989 as Amended and Restated, Case No. 16-21140**

**ATTACHMENT TO PROOF OF CLAIM OF
U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan
Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through
Certificates, Series 2006-LDP7 (the “Trust”), by and through
LNR Partners, LLC, solely in its capacity as Special Servicer**

The Note and the Guaranty

On or about March 30, 2006, Hammons of Oklahoma City, LLC, Hammons of Lincoln, LLC, Hammons of South Carolina, LLC, Hammons of New Mexico, LLC, Hammons of Tulsa, LLC, and Hammons of Sioux Falls, LLC (collectively, the “Borrower”) executed and delivered a Promissory Note (the “Original Note”) to Nomura Credit & Capital, Inc. (“Original Lender”) to evidence a loan made to the Borrower in the stated principal amount of \$162,000,000.00 (the “Original Loan”). Borrower and Original Lender entered into a Loan Agreement dated as of March 30, 2006 (the “Original Loan Agreement”). On or about June 8, 2006, Borrower and Original Lender split the Original Note into two separate promissory notes (described below). A First Amendment to Loan Agreement was executed by and between Borrower and Original Lender as of June 8, 2006 (the “Loan Agreement Amendment” and together with the Original Loan Agreement, the “Loan Agreement”). On or about March 30, 2006, the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated (the “Debtor”) executed a Limited Payment Guaranty (the “Guaranty”) whereby the Debtor unconditionally, irrevocably, and absolutely guaranteed all payments and performances of the Borrower under the Loan Documents (defined below) up to a maximum of \$25,000,000.00.

As of June 8, 2006, the Borrower executed and delivered a Promissory Note A (“Note A”) to Original Lender to evidence a loan made to the Borrower in the stated principal amount of \$152,000,000.00 (the “A Loan”). Also as of June 8, 2006, the Borrower executed and delivered

a Promissory Note B (“Note B” and together with Note A, the “Note”) to Original Lender to evidence a loan made to the Borrower in the stated principal amount of \$10,000,000.00 (the “B Loan” and together with the A Loan, the “Loan”). The Note replaced and superseded the Original Note. The Trust is the current holder of Note A by virtue of a series of allonges. Wells Fargo Bank, N.A., as Trustee for the registered holders of CD 2007-CD4 Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series CD 2007-CD4 (the “B Trust”) is the current holder of Note B by virtue of a series of allonges. Pursuant to the Agreement Among Noteholders dated as of June 8, 2006, the Trust has legal authority to file a proof of claim on behalf of the B Trust.

The Security Instruments

The Loan Documents (defined below) are secured by, among other things, a valid and perfected first priority lien and security interest in the Property (defined below) pursuant to, among other things, the following:

Embassy Suites, Lincoln, Nebraska

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Lincoln, LLC (the “Nebraska Borrower”) to R. Kent Radke, as trustee for the benefit of Original Lender, dated as of March 30, 2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Lancaster County, Nebraska (the “Nebraska Records”) as Instrument Number 2006015648 (the “Nebraska Mortgage”). Original Lender assigned all of its right, title and interest in and to the Nebraska Mortgage to Wells Fargo Bank, N.A. (“Wells Fargo”), as Trustee for the Trust by virtue of an Assignment Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreement and Fixture Filing dated as of

September 20, 2007, which was recorded on November 5, 2007 in the Nebraska Records as Instrument Number 2007054611 (the “First Nebraska Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Nebraska Mortgage to U.S. Bank National Association (“U.S. Bank”), as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on July 1, 2010 in the Nebraska Records as Instrument Number 2010027809 (the “Second Nebraska Assignment”).

Embassy Suites, Albuquerque, New Mexico

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of New Mexico, LLC (the “New Mexico Borrower”) to Original Lender, dated as of March 30, 2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Bernalillo County, New Mexico (the “New Mexico Records”) as Document Number 2006047804 (the “New Mexico Mortgage”). Original Lender assigned all of its right, title and interest in and to the New Mexico Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on January 28, 2008 in the New Mexico Records as Document Number 2008008040 (the “First New Mexico Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the New Mexico Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009,

which was recorded on March 15, 2010 in the New Mexico Records as Document Number 2010021296 (the "Second New Mexico Assignment").

Courtyard Marriott, Oklahoma City, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Oklahoma City, LLC (the "Oklahoma City Borrower") to Original Lender, dated as of March 30, 2006, which was duly recorded on April 12, 2006 in the Real Estate Records of Oklahoma County, Oklahoma (the "Oklahoma County Records") as Document Number 2006052696 in Book 10072, Page 1936 (the "Oklahoma City Mortgage"). Original Lender assigned all of its right, title and interest in and to the Oklahoma City Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on October 22, 2007 in the Oklahoma County Records as Document Number 2007153833 in Book 10639, Page 1563 (the "First Oklahoma City Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Oklahoma City Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on January 5, 2010 in the Oklahoma County Records as Document Number 20100105010007430 in Book RE11277, Page 1793 (the "Second Oklahoma City Assignment").

Renaissance Tulsa Hotel, Tulsa, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Tulsa, LLC (the "Tulsa Borrower") to Original Lender, dated as of March 30,

2006, which was duly recorded on April 4, 2006 in the Real Estate Records of Tulsa County, Oklahoma (the "Tulsa Records") as Document Number 2006037447 (the "Tulsa Mortgage"). Original Lender assigned all of its right, title and interest in and to the Tulsa Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on January 2, 2008 in the Tulsa Records as Document Number 2008000256 (the "First Tulsa Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tulsa Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on January 5, 2010 in the Tulsa Records as Document Number 2010000699 (the "Second Tulsa Assignment").

Residence Inn Charleston, North Charleston, South Carolina

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of South Carolina, LLC (the "South Carolina Borrower") to Original Lender, dated as of March 30, 2006, which was duly recorded on April 7, 2006 in the Real Estate Records of Charleston County, South Carolina (the "South Carolina Records") in Book C579, Page 567 (the "South Carolina Mortgage"). Original Lender assigned all of its right, title and interest in and to the South Carolina Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on March 26, 2008 in the South Carolina Records in Book E655, Page 782 (the "First South Carolina Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the South Carolina Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold

Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on April 5, 2010 in the South Carolina Records in Book 0115, Page 509 (the “Second South Carolina Assignment”).

Sheraton Sioux Falls, Sioux Falls, South Dakota

The Note is secured, in part, by a Leasehold Mortgage – One Hundred Eighty (180) Day Redemption, Assignment of Leases and Rents, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Sioux Falls, LLC (the “South Dakota Borrower”) to Original Lender, dated as of March 30, 2006, which was duly recorded on April 14, 2006 in the Real Estate Records of Minnehaha County, South Dakota (the “South Dakota Records”) as Document Number R609933 in Book 1536, Page 787 (the “South Dakota Mortgage”). Original Lender assigned all of its right, title and interest in and to the South Dakota Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Mortgage dated as of September 20, 2007, which was recorded on December 31, 2007 in the South Dakota Records as Document Number R739360 in Book 1587, Page 387 (the “First South Dakota Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the South Dakota Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage – One Hundred Eighty (180) Day Redemption, Assignment of Leases and Rents, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of June 30, 2009, which was recorded on April 26, 2010 in the South Dakota Records as Document Number R009739 in Book 1651, Page 105 (the “Second South Dakota Assignment”).

The Loan Documents

Original Lender's security interest in the Borrower's assets, including all personal property, was further perfected by the filing of UCC Financing Statements with the Missouri Secretary of State and in the Nebraska Records, New Mexico Records, Oklahoma County Records, Tulsa Records, South Carolina Records, and South Dakota Records, which UCC Financing Statements have been amended.

The Nebraska Mortgage, New Mexico Mortgage, Oklahoma City Mortgage, Tulsa Mortgage, South Carolina Mortgage, and South Dakota Mortgage shall be collectively referred to herein as the "Mortgages." Pursuant to, among other things, the Mortgages, the Borrower granted, and the Trust holds, first priority liens and security interests in parcels of real property as described in each of the Mortgages, along with all improvements, fixtures, interests, personalty, Leases, Rents, and proceeds (collectively, as more particularly described in the Mortgages, the "Property"). The Note, Mortgages, Loan Agreement, Guaranty, and all related loan and security documents shall be collectively referred to herein as the "Loan Documents."

The Default

The Loan is in default under the Loan Documents as a result of, among other things, the chapter 11 petitions filed by the Borrower on June 26, 2016. See In re Hammons of Lincoln, LLC, Bankruptcy Case No. 16-21163; In re Hammons of New Mexico, LLC, Bankruptcy Case No. 16-21165; In re Hammons of Oklahoma City, LLC, Bankruptcy Case No. 16-21157; In re Hammons of Tulsa, LLC, Bankruptcy Case No. 16-21167; In re Hammons of South Carolina, LLC, Bankruptcy Case No. 16-21160; In re Hammons of Sioux Falls, LLC, Bankruptcy Case No. 16-21172, all pending in the United States Bankruptcy Court for the District of Kansas. The Loan is also in default due to the chapter 11 petition filed on June 26, 2016 by the Debtor. See

In re The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Bankruptcy Case No. 16-21140, pending in the United States Bankruptcy Court for the District of Kansas.

As of June 26, 2016 (the "Petition Date"), the amount owing under the Loan Documents totals more than \$140,174,148.41, and includes

- (i) the unpaid principal balance of \$136,581,225.13;
- (ii) accrued interest in the amount of \$2,326,498.03;
- (iii) default interest in the amount of \$1,153,352.57;
- (iv) property protective advances and miscellaneous fees in the amount of \$65,901.00;
- (v) late fees in the amount of \$47,171.68; and
- (vi) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation default interest;
- (vii) less any amounts held by the Trust.

Since the Petition Date and calculated through November 30, 2016, in addition to the foregoing, additional amounts have continued to accrue, as follows:

- (i) default interest at the rate of 4.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$2,382,583.59;
- (ii) lender expenses in the amount of \$201,855.63.

Interest accrues at the rate of 5.61% for Note A and 7.5702% for Note B per annum; default interest accrues at the rate of 4.00% per annum. Interest, default interest, attorneys' fees and costs, and other amounts continue to accrue pursuant to the Loan Documents and applicable law. The full nature, extent or value of all additional post-petition amounts or claims, including interest, taxes, insurance, fees and costs against the Debtor cannot be determined at this time.

This claim is without prejudice to any other claim, including, but not limited to claims for administrative expenses. The Trust expressly reserves the right to amend, add to, or supplement this proof of claim for any purpose or reason, including, without limitation, in the event that an objection to this claim is filed, to file additional proofs of claim, including, without limitation, to reflect additional or revised amounts owing by the Debtor, and/or to assert any additional rights or security, including, but not limited to setoff, that the Trust may have.

This proof of claim is filed to protect the Trust from forfeiture of any claim it may have in the Debtor's Chapter 11 bankruptcy case. The filing of this proof of claim is not, and is not intended to be, (i) a waiver or release of the Trust's rights to have any and all final orders relating to any claims it holds against the Debtor to be entered by the United States District Court; (ii) a consent to the jurisdiction of this Court for any person other than with respect to the filing of this proof of claim; (iii) an election of remedy; (iv) a waiver or release of any right to jury trial; or (v) a waiver or release of any right to request that the order of reference applicable to the captioned bankruptcy case be withdrawn with respect to any objections, motions or other proceedings with respect to the subject matter of this proof of claim.

Darek S. Bushnaq

T 410.244.7867

F 410.244.7742

dsbushnaq@venable.com

December 22, 2016

VIA UPS OVERNIGHT

BMC Group, Inc.
Attn: John Q. Hammons Claims Processing
3732 W. 120th Street
Hawthorne, CA 90250

Re: John Q. Hammons Fall 2006, LLC, et at., jointly administered under
Case No. 16-21142, pending in the United States Bankruptcy Court for
the District of Kansas

Dear Sir/Madam:

Enclosed for filing in the captioned case are the following proofs of claim. Please return file-stamped copies to me using the return, self-addressed UPS overnight label and envelope.

1. Proof of claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the cases of Hammons of Lincoln, LLC, Case No. 16-21163; Hammons of New Mexico, LLC, Case No. 16-21165; Hammons of Oklahoma City, LLC, Case No. 16-21157; Hammons of Tulsa, LLC, Case No. 16-21167; Hammons of South Carolina, LLC, Case No. 16-21160; Hammons of Sioux Falls, LLC, Case No. 16-21172;
2. Proof of claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140;
3. Proof of claim filed by Wells Fargo Bank, N.A., as successor to LaSalle Bank National Association, as Trustee for the Registered Holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of John Q. Hammons Fall 2006, LLC;

December 22, 2016

Page 2

4. Proof of claim filed by Wells Fargo Bank, N.A., as successor to LaSalle Bank National Association, as Trustee for the Registered Holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140;
5. Proof of claim filed by Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the cases of Hammons of Huntsville, LLC, Case No. 16-21154; JQH-Allen Development, LLC, Case No. 16-21174; JQH-Concord Development, LLC, Case No. 16-21150; JQH-Glendale, AZ Development, LLC, Case No. 16-21169; JQH-Kansas City Development, LLC, Case No. 16-21177; JQH-Murfreesboro Development, LLC, Case No. 16-21191; JQH-Norman Development, LLC, Case No. 16-21180;
6. Proof of claim filed by Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, by and through LNR Partners, LLC, solely in its capacity as Special Servicer in the case of The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Case No. 16-21140.

Please contact me should we need to discuss.

Sincerely,



Darek S. Bushnaq

Enclosures

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (8632755) Venable LLP Attn: D. Bushnaq/F. Carter 750 East Pratt Street, Suite 900 Baltimore, MD 21202	Claim No: 625 <i>Original Filed</i> Date: 12/23/2016 <i>Original Entered</i> Date: 12/23/2016	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i>
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Amount claimed: \$140174148.41

History:

[Details](#) [625-](#) 12/23/2016 Claim #625 filed by Venable LLP, Amount claimed: \$140174148.41 (Marshall, Terri)
[1](#)

Description: (625-1) Guaranty of Loan

Remarks: (625-1) filed in case 16-21140

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$140174148.41
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		