

Fill in this information to identify the case:

Debtor 1 Richardson Hammons LP**
 Debtor 2 _____
 (Spouse, if filing)
 United States Bankruptcy Court for the: District of Kansas
 Case number 16-21209

RECEIVED
 DEC 22 2016
 BMC GROUP

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 Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management 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?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Darek Bushnaq and Frederick Carter Venable LLP
 Name _____ Name _____
 750 East Pratt Street, Suite 900
 Number Street _____ Number Street _____
 Baltimore MD 21202
 City State ZIP Code _____ City State ZIP Code _____
 Contact phone 410.244.7400 _____ Contact phone _____
 Contact email dsbushnaq@venable.com _____ Contact email _____
 fwcarter@venable.com
 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 Falls 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? \$ \$156,583,829.63* 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.
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: As set forth in the Mortgage*

Basis for perfection: Mortgage*
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: \$ \$156,583,829.63

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).

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.

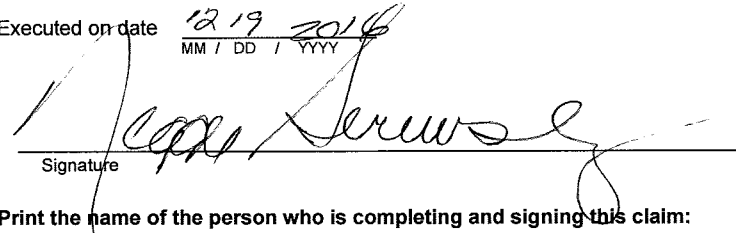
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 19 2018
MM / DD / YYYY


Signature

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

Name Peggy Shrewsbury
First name Middle name Last name

Title Servicing Officer

Company C-III Asset Management LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5221 N. O'Connor Blvd., Suite 600
Number Street

Irving TX 75039
City State ZIP Code

Contact phone (972) 868-5260 Email pshrewsbury@c3cp.com

In re Richardson Hammons, LP, Bankruptcy Case No. 16-21209

**ATTACHMENT TO PROOF OF CLAIM OF
U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America
Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series
2007-3 (the "Trust"), by and through
C-III Asset Management LLC, solely in its capacity as Special Servicer**

The Note

On or about April 17, 2007, Richardson Hammons, L.P. (the "Debtor") executed and delivered a Promissory Note (Note A-1) ("Note A-1") to EuroHypo AG, New York Branch, the New York branch of a German banking corporation ("Original Lender") to evidence a loan made to the Debtor in the stated principal amount of \$100,000,000.00 (the "A-1 Loan"). Also on or about April 17, 2007, Debtor executed and delivered a Promissory Note (Note A-2) ("Note A-2") and together with Note A-1, the "Note") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$50,000,000.00 (the "A-2 Loan" and together with the A-1 Loan, the "Loan"). The Trust is the current holder of Note A-1 by virtue of a series of allonges. U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11 (the "A-2 Trust") is the current holder of Note A-2 by virtue of a series of allonges. On or about April 17, 2007, Debtor and Original Lender entered into a Loan Agreement (the "Loan Agreement"). Pursuant to the A Notes Intercreditor Agreement dated as of July 5, 2007, the Trust has legal authority to file a proof of claim on behalf of the A-2 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, Franklin, Tennessee

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Real Estate Records of Williamson County, Tennessee (the "Tennessee Records") as Document Number 07017906 in Book 4240, Page 194 (the "Tennessee Mortgage"). Original Lender assigned all of its right, title and interest in and to the Tennessee Mortgage to Wells Fargo Bank, N.A. ("Wells Fargo"), as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated as of May 13, 2007, which was recorded on June 24, 2008 in the Tennessee Records as Document Number 08025762 in Book 4590, Page 849 (the "First Tennessee Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tennessee Mortgage to U.S. Bank National Association ("U.S. Bank"), as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on November 17, 2009 in the Tennessee Records as Document Number 09048686 in Book 4955, Page 395 (the "Second Tennessee Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Tennessee Records as Document Number 07017907 in Book 4240, Page 227 (the "Tennessee ALR"). Pursuant to the Tennessee ALR, the Debtor irrevocably, absolutely and unconditionally

assigned all of its right, title and interest in and to the Rents (as defined in the Tennessee ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Tennessee ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the Tennessee ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated as of May 13, 2007, which was recorded on June 24, 2008 in the Tennessee Records as Document Number 08025761 in Book 4590, Page 843 (the "First Tennessee ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tennessee ALR to U.S. Bank, as Trustee for the Trust by virtue of the Second Tennessee Assignment.

Renaissance, Richardson, Texas

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 19, 2007 in the Real Estate Records of Collin County, Texas (the "Collin Records") as Document Number 20070419000530570 and in the Real Estate Records of Dallas County, Texas (the "Dallas Records") as Document Number 20070141327 (the "Texas Mortgage"). Original Lender assigned all of its right, title and interest in and to the Texas Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 24, 2008 in the Collin Records as Document Number 20080624000766890 and in the Dallas Records as Document Number 20080206412 (the "First Texas Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as

of June 30, 2009, which was recorded on November 11, 2009 in the Collin Records as Document Number 20091111001374210 and recorded on November 10, 2009 in the Dallas Records as Document Number 200900318499 (the "Second Texas Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 19, 2007 in the Collin Records as Document Number 20070419000530580 and in the Dallas Records as Document Number 20070141328 (the "Texas ALR"). Pursuant to the Texas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Texas ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Texas ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the Texas ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on June 24, 2008 in the Collin Records as Document Number 20080624000766880 and in the Dallas Records as Document Number 20080206413 (the "First Texas ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas ALR to U.S. Bank, as Trustee for the Trust by virtue of the Second Texas Assignment.

Courtyard by Marriott, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Real Estate Records of Greene County, Missouri (the "Greene Records") in Book 2007, Page 019658-07 (the "CBM Greene Mortgage"). Original Lender assigned all of its right, title and interest in and to the CBM Greene

Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026987-08 (the "First CBM Greene Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the CBM Greene Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009534-10 (the "Second CBM Greene Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019686-07 (the "CBM Greene ALR"). Pursuant to the CBM Greene ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the CBM Greene ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the CBM Greene ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the CBM Greene ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026988-08 (the "First CBM Greene ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the CBM Greene ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which

was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009535-10 (the "Second CBM Greene ALR Assignment").

Residence Inn, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019688-07 (the "RI Greene Mortgage"). Original Lender assigned all of its right, title and interest in and to the RI Greene Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026986-08 (the "First RI Greene Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the RI Greene Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009531-10 (the "Second RI Greene Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019689-07 (the "RI Greene ALR"). Pursuant to the RI Greene ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the RI Greene ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the RI Greene ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the RI Greene ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and

Rents dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026985-08 (the "First RI Greene ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the RI Greene ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009532-10 (the "Second RI Greene ALR Assignment").

Embassy Suites, St. Charles, Missouri

The Note is secured, in part, by a Leasehold Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 24, 2007 in the Real Estate Records of St. Charles County, Missouri (the "St. Charles Records") as Document Number 20070424000338410 in Book DE4738, Page 1158 (the "St. Charles Mortgage"). Original Lender assigned all of its right, title and interest in and to the St. Charles Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Leasehold Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on July 9, 2008 in the St. Charles Records as Document Number 20080709000491880 in Book DE5018, Page 1578 (the "First St. Charles Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the St. Charles Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage and Security Agreement dated to be effective as of June 30, 2009, which was recorded on July 8, 2010 in the St. Charles Records as Document Number 20100708000409270 in Book DE5409, Page 196 (the "Second St. Charles Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 24, 2007 in the

St. Charles Records as Document Number 20070424000338420 in Book DE4738, Page 1196 (the “St. Charles ALR”). Pursuant to the St. Charles ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the St. Charles ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor’s license to collect Rents under the St. Charles ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the St. Charles ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on July 9, 2008 in the St. Charles Records as Document Number 20080709000491890 in Book DE5018, Page 1586 (the “First St. Charles ALR Assignment”). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the St. Charles ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on July 8, 2010 in the St. Charles Records as Document Number 20100708000409280 in Book DE5409, Page 202 (the “Second St. Charles ALR Assignment”).

The Loan Documents

Original Lender’s security interest in the Debtor’s assets, including all personal property, was further perfected by the filing of UCC Financing Statements with the Delaware Department of State, and in the Tennessee Records, Collin Records, Dallas Records, Greene Records, and St. Charles Records, which UCC Financing Statements have been amended.

The Tennessee Mortgage, Texas Mortgage, CBM Greene Mortgage, RI Greene Mortgage, and St. Charles Mortgage shall be collectively referred to herein as the “Mortgages.” Pursuant to, among other things, the Mortgages, the Debtor 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 Tennessee ALR, Texas ALR, CBM Greene ALR, RI Greene ALR, and St. Charles ALR shall be collectively referred to herein as the “ALRs.” The Note, Mortgages, ALRs, Loan Agreement, and all related loan and security documents shall be collectively referred to herein as the “Loan Documents.”

The Default

The Loan is in default (the “Default”) under the Loan Documents as a result of, among other things, the chapter 11 petition filed by the Debtor on June 26, 2016. See In re Richardson Hammons, LP, Bankruptcy Case No. 16-21209, 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 one of the guarantors of the Loan, The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated (the “Guarantor”). 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 \$156,583,829.63, and includes

- (i) the unpaid principal balance of \$150,000,000.00;
- (ii) interest in the amount of \$712,625.00;
- (iii) a prepayment/yield maintenance premium in the amount of \$5,867,645.00;
- (iv) interest on advances in the amount of \$259.28;
- (v) property protective advances in the amount of \$1,700.35

- (vi) processing and document preparation fees in the amount of \$1,250.00;
- (vii) a payoff processing fee in the amount of \$350.00; and
- (viii) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation, default interest;
- (ix) 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 5.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$3,270,833.34;
- (ii) lender expenses in the amount of \$63,695.02.

Interest accrues at the rate of 5.701% per annum; default interest accrues at the rate of 5.00% 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.

Frederick W. H. Carter

T 410.244.7446
F 410.244.7742
fwhcarter@venable.com

December 21, 2016

VIA UPS OVERNIGHTBMC Group, Inc.
Attn: John Q. Hammons Claims Processing
3732 W. 120th Street
Hawthorne, CA 90250Re: 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 Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, by and through Midland Loan Services, Inc., solely in its capacity as Special Servicer in the case of Chateau Lake, LLC, Case No. 16-21183;
2. Proof of claim filed by Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, by and through Midland Loan Services, Inc., 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 U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management LLC, solely in its capacity as Special Servicer in the case of Richardson Hammons LP, Case No. 16-21209; and
4. Proof of Claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management

December 21, 2016

Page 2

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,



Frederick W. H. Carter

FWHC/dll
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)	Claim No: 626	<i>Status:</i>
Venable LLP	<i>Original Filed</i>	<i>Filed by:</i> CR
Attn: D. Bushnaq/F. Carter	<i>Date:</i> 12/23/2016	<i>Entered by:</i> Terri Marshall
750 East Pratt Street, Suite 900	<i>Original Entered</i>	<i>Modified:</i>
Baltimore, MD 21202	<i>Date:</i> 12/23/2016	

Amount claimed: \$156583829.63
 Secured claimed: \$156583829.60

History:

[Details](#) [626-](#) 12/23/2016 Claim #626 filed by Venable LLP, Amount claimed: \$156583829.63 (Marshall, Terri)
 1

Description: (626-1) Loan

Remarks: (626-1) filed in case 16-21209

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*	\$156583829.63
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	\$156583829.60	
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):

Creditor: (8649884)
US BANK NA AS TTEE FOR
HOLDERS OF BANC OF
AMERICA
COMMERCIAL MORTGAGE
SERIES 2007-3
VENABLE LLP
ATTN: D. BUSHNAQ/F.
CARTER
750 EAST PRATT STREET,
SUITE 900
BALTIMORE, MD
21202 [Claimant History](#)

Claim No: 626
Original Filed
Date: 12/23/2016
Original Entered
Date: 12/23/2016
Last Amendment
Filed: 01/27/2017
Last Amendment
Entered: 01/27/2017

Status:
Filed by: CR
Entered by: Terri Marshall
Modified: 12/30/2016

Amount claimed: \$156583829.63

Secured claimed: \$156583829.63

History:

[Details](#) [626-1](#) 12/23/2016 Claim #626 filed by Wilmington Trust National Assoc., as Trustee for, Amount claimed: \$156583829.63 (Marshall, Terri)

[Details](#) [626-2](#) 01/27/2017 Amended Claim #626 filed by US BANK NA AS TTEE FOR HOLDERS OF BANC OF AMERICA, Amount claimed: \$156583829.63 (Marshall, Terri)

Description: (626-1) Loan

(626-2) Loan (16-21209)

Remarks: (626-1) filed in case 16-21209

(626-2) 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*	\$156583829.63
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	\$156583829.63	
Priority		
Administrative		

Fill in this information to identify the case:

Debtor 1 Richardson Hammons LP**

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21209

RECEIVED
DEC 22 2016
BMC GROUP

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 Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management 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)

<p>Where should notices to the creditor be sent?</p> <p>Darek Bushnaq and Frederick Carter Venable LLP</p> <p>Name _____</p> <p>750 East Pratt Street, Suite 900</p> <p>Number Street</p> <p>Baltimore MD 21202</p> <p>City State ZIP Code</p> <p>Contact phone <u>410.244.7400</u></p> <p>Contact email <u>dsbushnaq@venable.com</u> <u>fwcarter@venable.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name _____</p> <p>Number Street _____</p> <p>City State ZIP Code _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>
--	---

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 Falls 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? \$ \$156,583,829.63* 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.
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: As set forth in the Mortgage*

Basis for perfection: Mortgage*
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: \$ \$156,583,829.63

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).

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:

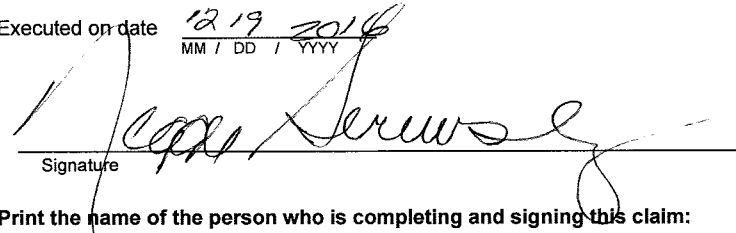
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 19 2016
MM / DD / YYYY


Signature

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

Name Peggy Shrewsbury
First name Middle name Last name

Title Servicing Officer

Company C-III Asset Management LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5221 N. O'Connor Blvd., Suite 600
Number Street

Irving TX 75039
City State ZIP Code

Contact phone (972) 868-5260 Email pshrewsbury@c3cp.com

In re Richardson Hammons, LP, Bankruptcy Case No. 16-21209

**ATTACHMENT TO PROOF OF CLAIM OF
U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America
Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series
2007-3 (the "Trust"), by and through
C-III Asset Management LLC, solely in its capacity as Special Servicer**

The Note

On or about April 17, 2007, Richardson Hammons, L.P. (the "Debtor") executed and delivered a Promissory Note (Note A-1) ("Note A-1") to EuroHypo AG, New York Branch, the New York branch of a German banking corporation ("Original Lender") to evidence a loan made to the Debtor in the stated principal amount of \$100,000,000.00 (the "A-1 Loan"). Also on or about April 17, 2007, Debtor executed and delivered a Promissory Note (Note A-2) ("Note A-2") and together with Note A-1, the "Note") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$50,000,000.00 (the "A-2 Loan" and together with the A-1 Loan, the "Loan"). The Trust is the current holder of Note A-1 by virtue of a series of allonges. U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-LDP11, Commercial Mortgage Pass-Through Certificates, Series 2007-LDP11 (the "A-2 Trust") is the current holder of Note A-2 by virtue of a series of allonges. On or about April 17, 2007, Debtor and Original Lender entered into a Loan Agreement (the "Loan Agreement"). Pursuant to the A Notes Intercreditor Agreement dated as of July 5, 2007, the Trust has legal authority to file a proof of claim on behalf of the A-2 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, Franklin, Tennessee

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Real Estate Records of Williamson County, Tennessee (the "Tennessee Records") as Document Number 07017906 in Book 4240, Page 194 (the "Tennessee Mortgage"). Original Lender assigned all of its right, title and interest in and to the Tennessee Mortgage to Wells Fargo Bank, N.A. ("Wells Fargo"), as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated as of May 13, 2007, which was recorded on June 24, 2008 in the Tennessee Records as Document Number 08025762 in Book 4590, Page 849 (the "First Tennessee Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tennessee Mortgage to U.S. Bank National Association ("U.S. Bank"), as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on November 17, 2009 in the Tennessee Records as Document Number 09048686 in Book 4955, Page 395 (the "Second Tennessee Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Tennessee Records as Document Number 07017907 in Book 4240, Page 227 (the "Tennessee ALR"). Pursuant to the Tennessee ALR, the Debtor irrevocably, absolutely and unconditionally

assigned all of its right, title and interest in and to the Rents (as defined in the Tennessee ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Tennessee ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the Tennessee ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated as of May 13, 2007, which was recorded on June 24, 2008 in the Tennessee Records as Document Number 08025761 in Book 4590, Page 843 (the "First Tennessee ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Tennessee ALR to U.S. Bank, as Trustee for the Trust by virtue of the Second Tennessee Assignment.

Renaissance, Richardson, Texas

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 19, 2007 in the Real Estate Records of Collin County, Texas (the "Collin Records") as Document Number 20070419000530570 and in the Real Estate Records of Dallas County, Texas (the "Dallas Records") as Document Number 20070141327 (the "Texas Mortgage"). Original Lender assigned all of its right, title and interest in and to the Texas Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 24, 2008 in the Collin Records as Document Number 20080624000766890 and in the Dallas Records as Document Number 20080206412 (the "First Texas Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as

of June 30, 2009, which was recorded on November 11, 2009 in the Collin Records as Document Number 20091111001374210 and recorded on November 10, 2009 in the Dallas Records as Document Number 200900318499 (the "Second Texas Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 19, 2007 in the Collin Records as Document Number 20070419000530580 and in the Dallas Records as Document Number 20070141328 (the "Texas ALR"). Pursuant to the Texas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Texas ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Texas ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the Texas ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on June 24, 2008 in the Collin Records as Document Number 20080624000766880 and in the Dallas Records as Document Number 20080206413 (the "First Texas ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas ALR to U.S. Bank, as Trustee for the Trust by virtue of the Second Texas Assignment.

Courtyard by Marriott, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Real Estate Records of Greene County, Missouri (the "Greene Records") in Book 2007, Page 019658-07 (the "CBM Greene Mortgage"). Original Lender assigned all of its right, title and interest in and to the CBM Greene

Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026987-08 (the "First CBM Greene Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the CBM Greene Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009534-10 (the "Second CBM Greene Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019686-07 (the "CBM Greene ALR"). Pursuant to the CBM Greene ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the CBM Greene ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the CBM Greene ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the CBM Greene ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026988-08 (the "First CBM Greene ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the CBM Greene ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which

was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009535-10 (the "Second CBM Greene ALR Assignment").

Residence Inn, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019688-07 (the "RI Greene Mortgage"). Original Lender assigned all of its right, title and interest in and to the RI Greene Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026986-08 (the "First RI Greene Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the RI Greene Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Deed of Trust and Security Agreement dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009531-10 (the "Second RI Greene Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 20, 2007 in the Greene Records in Book 2007, Page 019689-07 (the "RI Greene ALR"). Pursuant to the RI Greene ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the RI Greene ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the RI Greene ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the RI Greene ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and

Rents dated to be effective as of July 26, 2007, which was recorded on June 23, 2008 in the Greene Records in Book 2008, Page 026985-08 (the "First RI Greene ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the RI Greene ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on March 16, 2010 in the Greene Records in Book 2010, Page 009532-10 (the "Second RI Greene ALR Assignment").

Embassy Suites, St. Charles, Missouri

The Note is secured, in part, by a Leasehold Deed of Trust and Security Agreement dated as of April 17, 2007, which was duly recorded on April 24, 2007 in the Real Estate Records of St. Charles County, Missouri (the "St. Charles Records") as Document Number 20070424000338410 in Book DE4738, Page 1158 (the "St. Charles Mortgage"). Original Lender assigned all of its right, title and interest in and to the St. Charles Mortgage to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Leasehold Deed of Trust and Security Agreement dated to be effective as of July 26, 2007, which was recorded on July 9, 2008 in the St. Charles Records as Document Number 20080709000491880 in Book DE5018, Page 1578 (the "First St. Charles Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the St. Charles Mortgage to U.S. Bank, as Trustee for Trust by virtue of an Assignment of Leasehold Mortgage and Security Agreement dated to be effective as of June 30, 2009, which was recorded on July 8, 2010 in the St. Charles Records as Document Number 20100708000409270 in Book DE5409, Page 196 (the "Second St. Charles Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of April 17, 2007, which was duly recorded on April 24, 2007 in the

St. Charles Records as Document Number 20070424000338420 in Book DE4738, Page 1196 (the "St. Charles ALR"). Pursuant to the St. Charles ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the St. Charles ALR) to Original Lender and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the St. Charles ALR automatically terminated upon the occurrence of the Default (defined below). Original Lender assigned all of its right, title and interest in and to the St. Charles ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of July 26, 2007, which was recorded on July 9, 2008 in the St. Charles Records as Document Number 20080709000491890 in Book DE5018, Page 1586 (the "First St. Charles ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the St. Charles ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of June 30, 2009, which was recorded on July 8, 2010 in the St. Charles Records as Document Number 20100708000409280 in Book DE5409, Page 202 (the "Second St. Charles ALR Assignment").

The Loan Documents

Original Lender's security interest in the Debtor's assets, including all personal property, was further perfected by the filing of UCC Financing Statements with the Delaware Department of State, and in the Tennessee Records, Collin Records, Dallas Records, Greene Records, and St. Charles Records, which UCC Financing Statements have been amended.

The Tennessee Mortgage, Texas Mortgage, CBM Greene Mortgage, RI Greene Mortgage, and St. Charles Mortgage shall be collectively referred to herein as the "Mortgages." Pursuant to, among other things, the Mortgages, the Debtor 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 Tennessee ALR, Texas ALR, CBM Greene ALR, RI Greene ALR, and St. Charles ALR shall be collectively referred to herein as the “ALRs.” The Note, Mortgages, ALRs, Loan Agreement, and all related loan and security documents shall be collectively referred to herein as the “Loan Documents.”

The Default

The Loan is in default (the “Default”) under the Loan Documents as a result of, among other things, the chapter 11 petition filed by the Debtor on June 26, 2016. See In re Richardson Hammons, LP, Bankruptcy Case No. 16-21209, 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 one of the guarantors of the Loan, The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated (the “Guarantor”). 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 \$156,583,829.63, and includes

- (i) the unpaid principal balance of \$150,000,000.00;
- (ii) interest in the amount of \$712,625.00;
- (iii) a prepayment/yield maintenance premium in the amount of \$5,867,645.00;
- (iv) interest on advances in the amount of \$259.28;
- (v) property protective advances in the amount of \$1,700.35

- (vi) processing and document preparation fees in the amount of \$1,250.00;
- (vii) a payoff processing fee in the amount of \$350.00; and
- (viii) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation, default interest;
- (ix) 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 5.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$3,270,833.34;
- (ii) lender expenses in the amount of \$63,695.02.

Interest accrues at the rate of 5.701% per annum; default interest accrues at the rate of 5.00% 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.

Frederick W. H. Carter

T 410.244.7446
F 410.244.7742
fwhcarter@venable.com

December 21, 2016

VIA UPS OVERNIGHTBMC Group, Inc.
Attn: John Q. Hammons Claims Processing
3732 W. 120th Street
Hawthorne, CA 90250Re: 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 Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, by and through Midland Loan Services, Inc., solely in its capacity as Special Servicer in the case of Chateau Lake, LLC, Case No. 16-21183;
2. Proof of claim filed by Wilmington Trust, National Association, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, by and through Midland Loan Services, Inc., 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 U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management LLC, solely in its capacity as Special Servicer in the case of Richardson Hammons LP, Case No. 16-21209; and
4. Proof of Claim filed by U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management

December 21, 2016

Page 2

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,



Frederick W. H. Carter

FWHC/dll
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)	Claim No: 626	<i>Status:</i>
Venable LLP	<i>Original Filed</i>	<i>Filed by:</i> CR
Attn: D. Bushnaq/F. Carter	<i>Date:</i> 12/23/2016	<i>Entered by:</i> Terri Marshall
750 East Pratt Street, Suite 900	<i>Original Entered</i>	<i>Modified:</i>
Baltimore, MD 21202	<i>Date:</i> 12/23/2016	

Amount claimed: \$156583829.63
 Secured claimed: \$156583829.60

History:

[Details](#) [626](#)- 12/23/2016 Claim #626 filed by Venable LLP, Amount claimed: \$156583829.63 (Marshall, Terri)
 1

Description: (626-1) Loan

Remarks: (626-1) filed in case 16-21209

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*	\$156583829.63
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	\$156583829.60	
Priority		
Administrative		