

Fill in this information to identify the case:

Debtor 1 John Q. Hammons Fall 2006, LLC
Debtor 2 (Spouse, if filing) _____
United States Bankruptcy Court for the: District of Kansas
Case number 16-21142

BMC ROUD 23DEC'16 PM 2:26

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? 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
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: Baltimore MD 21202
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? _____



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? \$112,703,918.15* 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: \$ 112,703,918.15*
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.

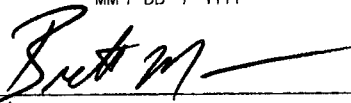
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 John Q. Hammons Fall 2006, LLC, Case No. 16-21142

**ATTACHMENT TO PROOF OF CLAIM OF
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 (the "Trust"), by and through
LNR Partners, LLC, solely in its capacity as Special Servicer**

The Note

On or about September 16, 2004, John Q. Hammons, Trustee under the John Q. Hammons Revocable Trust dated December 28, 1989 (the "Original Note Borrower") executed and delivered a Promissory Note (the "Original Note") to U.S. Bank National Association (U.S. Bank) to evidence a loan made to the Original Note Borrower in the stated principal amount of \$31,000,000.00 (the "Original Loan"). By virtue of an allonge, U.S. Bank endorsed the Original Note to Barclays Capital Real Estate Inc. ("Barclays").

On or about October 12, 2006, John Q. Hammons Fall 2006, LLC (the "Debtor") executed and delivered an Amended and Restated Promissory Note (the "Note") to Barclays to evidence a loan made to the Debtor in the stated principal amount of \$125,000,000.00 (the "Loan"). The Note amended and restated the Original Note in its entirety and increased the amount loaned (and is secured by four additional properties, as described below). The Trust is the current holder of the Note by virtue of a series of allonges. On or about October 12, 2006, Debtor and Barclays also entered into a Loan Agreement (the "Loan Agreement").

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, Hampton, Virginia

The Original Note was secured by a Deed of Trust, Security Agreement and Financing Statement dated as of September 16, 2004, which was duly recorded on September 21, 2004 in the Real Estate Records of the City of Hampton, Virginia (the "Virginia Records") as Document Number 040025714 (the "Original Mortgage"). U.S. Bank assigned all of its right, title and interest in and to the Original Mortgage to Barclays by virtue of an Assignment of Deed of Trust dated as of October 12, 2006, which was recorded on October 18, 2006 in the Virginia Records as Document Number 060027178 (the "Original Mortgage Assignment").

The Note is secured, in part, by an Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Virginia Records as Document Number 060027179 (the "Virginia Mortgage"). Barclays assigned all of its right, title and interest in and to the Virginia Mortgage to LaSalle Bank National Association ("LaSalle"), as Trustee for the Trust by virtue of an Assignment of Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Virginia Records as Document Number 070006047 (the "First Virginia Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia Mortgage to Wells Fargo Bank, N.A. ("Wells Fargo"), as Trustee for Trust by virtue of an Assignment of Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of January 2, 2008, which was recorded on June 16, 2008 in the Virginia Records as Document Number 080011326 (the "Second Virginia Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Virginia Records as Document Number 060027180 (the "Virginia ALR"). Pursuant to the Virginia ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Virginia ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Virginia ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Virginia ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Virginia Records as Document Number 070006046 (the "First Virginia ALR Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated effective as of January 2, 2008, which was recorded on June 16, 2008 in the Virginia Records as Document Number 080011327 (the "Second Virginia ALR Assignment").

Holiday Inn Express, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of October 12, 2006, which was duly recorded on October 16, 2006 in the Real Estate Records of Greene County, Missouri (the "Missouri Records") in Book 2006, Page 055301-06 (the "Missouri Mortgage"). Barclays assigned all of its right, title and interest in and to the Missouri Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Missouri Records in

Book 2007, Page 011307-07 (the “First Missouri Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Missouri Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated to be effective as of January 2, 2008, which was recorded on May 13, 2008 in the Missouri Records in Book 2008, Page 020515-08 (the “Second Missouri Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 16, 2006 in the Missouri Records in Book 2006, Page 055302-06 (the “Missouri ALR”). Pursuant to the Missouri ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Missouri ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor’s license to collect Rents under the Missouri ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Missouri ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Missouri Records in Book 2007, Page 011306-07 (the “First Missouri ALR Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Missouri ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated effective as of January 2, 2008, which was recorded on May 13, 2008 in the Missouri Records in Book 2008, Page 020514-08 (the “Second Missouri ALR Assignment”).

Embassy Suites, Frisco, Texas

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 17, 2006 in the Real Estate Records of Collin County, Texas (the “Texas Records”) as Document Number 20061017001490050 (the “Texas Mortgage”). Barclays assigned all of its right, title and interest in and to the Texas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Texas Records as Document Number 20070308000317230 (the “First Texas Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded on April 29, 2008 in the Texas Records as Document Number 20080429000515470 (the “Second Texas Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 17, 2006 in the Texas Records as Document Number 20061017001490060 (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 Barclays 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). Barclays assigned all of its right, title and interest in and to the Texas ALR to LaSalle, as Trustee

for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Texas Records as Document Number 20070308000317220 (the "First Texas ALR Assignment"). LaSalle, as Trustee for the Trust 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 the Second Texas Assignment.

Courtyard by Marriott, Junction City, Kansas

The Note is secured, in part, by a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Real Estate Records of Geary County, Kansas (the "Kansas Records") in Book 172, Page 1181 (the "Kansas Mortgage"). Barclays assigned all of its right, title and interest in and to the Kansas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Kansas Records in Book 71, Page 486 (the "First Kansas Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Kansas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded on April 29, 2008 in the Kansas Records in Book 74, Page 643 (the "Second Kansas Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Kansas Records in Book 70, Page 346 (the "Kansas ALR"). Pursuant to the Kansas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest

in and to the Rents (as defined in the Kansas ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Kansas ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Kansas ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Kansas Records in Book 71, Page 489 (the "First Kansas ALR Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia ALR to Wells Fargo, as Trustee for the Trust by virtue of the Second Kansas Assignment.

Embassy Suites, Hot Springs, Arkansas

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 24, 2006 in the Real Estate Records of Garland County, Arkansas (the "Arkansas Records") in Book 2760, Page 0953 (the "Arkansas Mortgage"). Barclays assigned all of its right, title and interest in and to the Arkansas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Arkansas Records in Book 2809, Page 0692 (the "First Arkansas Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Arkansas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded

on April 21, 2008 in the Arkansas Records in Book 2951, Page 0039 (the “Second Arkansas Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 24, 2006 in the Arkansas Records in Book 2761, Page 0001 (the “Arkansas ALR”). Pursuant to the Arkansas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Arkansas ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor’s license to collect Rents under the Arkansas ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Arkansas ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Arkansas Records in Book 2809, Page 0696 (the “First Arkansas ALR Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Arkansas ALR to Wells Fargo, as Trustee for the Trust by virtue of the Second Arkansas Assignment.

The Loan Documents

Barclays’ 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 Virginia Records, Missouri Records, Texas Records, Kansas Records, and Arkansas Records, which UCC Financing Statements have been amended.

The Virginia Mortgage, Missouri Mortgage, Texas Mortgage, Kansas Mortgage, and Arkansas 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 Virginia ALR, Missouri ALR, Texas ALR, Kansas ALR, and Arkansas 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 John Q. Hammons Fall 2006, LLC, Bankruptcy Case No. 16-21142, 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 to the Trust under the Loan Documents totals more than \$112,703,918.15, and includes

- (i) the unpaid principal balance of \$110,283,121.34;
- (ii) a yield maintenance premium in the amount of \$2,420,371.81;
- (iii) an administrative fee in the amount of \$125.00;
- (iv) a master servicer fee in the amount of \$300.00; and

- (v) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation, default interest;
- (vi) 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 \$1,917,965.02;
- (ii) lender expenses in the amount of \$108,437.52.

Interest accrues at the rate of 6.39% 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)	Claim No: 627	<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: \$112703918.15
 Secured claimed: \$112703918.10

History:

[Details](#) [627-](#) 12/23/2016 Claim #627 filed by Venable LLP, Amount claimed: \$112703918.15 (Marshall, Terri)
 1

Description: (627-1) Loan

Remarks:

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*	\$112703918.15
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	\$112703918.10	
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> (8650048) WELLS FARGO NA AS SUCCESSOR TO LASALLE BANK NA AS TTEE FOR REG HOLDERS OF COMMERCIAL MO VENABLE LLP, ATTN: D. BUSHNAQ/F. CARTER 750 EAST PRATT STREET, SUITE 900 BALTIMORE, MD 21202 Claimant History</p>	<p>Claim No: 627 <i>Original Filed</i> Date: 12/23/2016 <i>Original Entered</i> Date: 12/23/2016 <i>Last Amendment</i> Filed: 01/27/2017 <i>Last Amendment</i> Entered: 01/27/2017</p>	<p><i>Status:</i> Filed by: CR Entered by: Terri Marshall Modified: 12/30/2016</p>
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Amount claimed: \$112703918.15

Secured claimed: \$112703918.15

History:

[Details](#) [627-1](#) 12/23/2016 Claim #627 filed by Wilmington Trust National Assoc., as Trustee for, Amount claimed: \$112703918.15 (Marshall, Terri)

[Details](#) [627-2](#) 01/27/2017 Amended Claim #627 filed by WELLS FARGO NA AS SUCCESSOR TO LASALLE BANK NA, Amount claimed: \$112703918.15 (Marshall, Terri)

Description: (627-1) Loan
(627-2) Loan

Remarks: (627-2) 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*	\$112703918.15
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	\$112703918.15	
Priority		
Administrative		

Fill in this information to identify the case:

Debtor 1 John Q. Hammons Fall 2006, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Kansas

Case number 16-21142

BMC ROUD 23DEC'16 PM 2:26

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?**
 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
 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>
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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? _____

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? \$112,703,918.15* 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: \$ 112,703,918.15*
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.

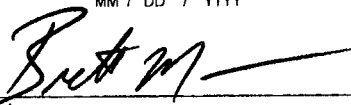
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 John Q. Hammons Fall 2006, LLC, Case No. 16-21142

**ATTACHMENT TO PROOF OF CLAIM OF
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 (the "Trust"), by and through
LNR Partners, LLC, solely in its capacity as Special Servicer**

The Note

On or about September 16, 2004, John Q. Hammons, Trustee under the John Q. Hammons Revocable Trust dated December 28, 1989 (the "Original Note Borrower") executed and delivered a Promissory Note (the "Original Note") to U.S. Bank National Association (U.S. Bank) to evidence a loan made to the Original Note Borrower in the stated principal amount of \$31,000,000.00 (the "Original Loan"). By virtue of an allonge, U.S. Bank endorsed the Original Note to Barclays Capital Real Estate Inc. ("Barclays").

On or about October 12, 2006, John Q. Hammons Fall 2006, LLC (the "Debtor") executed and delivered an Amended and Restated Promissory Note (the "Note") to Barclays to evidence a loan made to the Debtor in the stated principal amount of \$125,000,000.00 (the "Loan"). The Note amended and restated the Original Note in its entirety and increased the amount loaned (and is secured by four additional properties, as described below). The Trust is the current holder of the Note by virtue of a series of allonges. On or about October 12, 2006, Debtor and Barclays also entered into a Loan Agreement (the "Loan Agreement").

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, Hampton, Virginia

The Original Note was secured by a Deed of Trust, Security Agreement and Financing Statement dated as of September 16, 2004, which was duly recorded on September 21, 2004 in the Real Estate Records of the City of Hampton, Virginia (the "Virginia Records") as Document Number 040025714 (the "Original Mortgage"). U.S. Bank assigned all of its right, title and interest in and to the Original Mortgage to Barclays by virtue of an Assignment of Deed of Trust dated as of October 12, 2006, which was recorded on October 18, 2006 in the Virginia Records as Document Number 060027178 (the "Original Mortgage Assignment").

The Note is secured, in part, by an Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Virginia Records as Document Number 060027179 (the "Virginia Mortgage"). Barclays assigned all of its right, title and interest in and to the Virginia Mortgage to LaSalle Bank National Association ("LaSalle"), as Trustee for the Trust by virtue of an Assignment of Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Virginia Records as Document Number 070006047 (the "First Virginia Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia Mortgage to Wells Fargo Bank, N.A. ("Wells Fargo"), as Trustee for Trust by virtue of an Assignment of Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of January 2, 2008, which was recorded on June 16, 2008 in the Virginia Records as Document Number 080011326 (the "Second Virginia Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Virginia Records as Document Number 060027180 (the "Virginia ALR"). Pursuant to the Virginia ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Virginia ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Virginia ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Virginia ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Virginia Records as Document Number 070006046 (the "First Virginia ALR Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated effective as of January 2, 2008, which was recorded on June 16, 2008 in the Virginia Records as Document Number 080011327 (the "Second Virginia ALR Assignment").

Holiday Inn Express, Springfield, Missouri

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of October 12, 2006, which was duly recorded on October 16, 2006 in the Real Estate Records of Greene County, Missouri (the "Missouri Records") in Book 2006, Page 055301-06 (the "Missouri Mortgage"). Barclays assigned all of its right, title and interest in and to the Missouri Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Missouri Records in

Book 2007, Page 011307-07 (the “First Missouri Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Missouri Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated to be effective as of January 2, 2008, which was recorded on May 13, 2008 in the Missouri Records in Book 2008, Page 020515-08 (the “Second Missouri Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 16, 2006 in the Missouri Records in Book 2006, Page 055302-06 (the “Missouri ALR”). Pursuant to the Missouri ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Missouri ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor’s license to collect Rents under the Missouri ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Missouri ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Missouri Records in Book 2007, Page 011306-07 (the “First Missouri ALR Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Missouri ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated effective as of January 2, 2008, which was recorded on May 13, 2008 in the Missouri Records in Book 2008, Page 020514-08 (the “Second Missouri ALR Assignment”).

Embassy Suites, Frisco, Texas

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 17, 2006 in the Real Estate Records of Collin County, Texas (the “Texas Records”) as Document Number 20061017001490050 (the “Texas Mortgage”). Barclays assigned all of its right, title and interest in and to the Texas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Texas Records as Document Number 20070308000317230 (the “First Texas Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Texas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded on April 29, 2008 in the Texas Records as Document Number 20080429000515470 (the “Second Texas Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 17, 2006 in the Texas Records as Document Number 20061017001490060 (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 Barclays 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). Barclays assigned all of its right, title and interest in and to the Texas ALR to LaSalle, as Trustee

for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Texas Records as Document Number 20070308000317220 (the "First Texas ALR Assignment"). LaSalle, as Trustee for the Trust 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 the Second Texas Assignment.

Courtyard by Marriott, Junction City, Kansas

The Note is secured, in part, by a Mortgage, Assignment of Leases and Rents, and Security Agreement dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Real Estate Records of Geary County, Kansas (the "Kansas Records") in Book 172, Page 1181 (the "Kansas Mortgage"). Barclays assigned all of its right, title and interest in and to the Kansas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Kansas Records in Book 71, Page 486 (the "First Kansas Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Kansas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded on April 29, 2008 in the Kansas Records in Book 74, Page 643 (the "Second Kansas Assignment").

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 18, 2006 in the Kansas Records in Book 70, Page 346 (the "Kansas ALR"). Pursuant to the Kansas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest

in and to the Rents (as defined in the Kansas ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor's license to collect Rents under the Kansas ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Kansas ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Kansas Records in Book 71, Page 489 (the "First Kansas ALR Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Virginia ALR to Wells Fargo, as Trustee for the Trust by virtue of the Second Kansas Assignment.

Embassy Suites, Hot Springs, Arkansas

The Note is secured, in part, by a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 12, 2006, which was duly recorded on October 24, 2006 in the Real Estate Records of Garland County, Arkansas (the "Arkansas Records") in Book 2760, Page 0953 (the "Arkansas Mortgage"). Barclays assigned all of its right, title and interest in and to the Arkansas Mortgage to LaSalle, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Arkansas Records in Book 2809, Page 0692 (the "First Arkansas Assignment"). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Arkansas Mortgage to Wells Fargo, as Trustee for Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Assignment of Assignment of Leases and Rents dated to be effective as of January 2, 2008, which was recorded

on April 21, 2008 in the Arkansas Records in Book 2951, Page 0039 (the “Second Arkansas Assignment”).

As further security for the Loan, the Debtor executed and delivered an Assignment of Leases and Rents dated as of October 12, 2006, which was duly recorded on October 24, 2006 in the Arkansas Records in Book 2761, Page 0001 (the “Arkansas ALR”). Pursuant to the Arkansas ALR, the Debtor irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the Arkansas ALR) to Barclays and was granted a revocable license to collect and use the Rents. The Debtor’s license to collect Rents under the Arkansas ALR automatically terminated upon the occurrence of the Default (defined below). Barclays assigned all of its right, title and interest in and to the Arkansas ALR to LaSalle, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated to be effective as of December 21, 2006, which was recorded on March 8, 2007 in the Arkansas Records in Book 2809, Page 0696 (the “First Arkansas ALR Assignment”). LaSalle, as Trustee for the Trust assigned all of its right, title and interest in and to the Arkansas ALR to Wells Fargo, as Trustee for the Trust by virtue of the Second Arkansas Assignment.

The Loan Documents

Barclays’ 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 Virginia Records, Missouri Records, Texas Records, Kansas Records, and Arkansas Records, which UCC Financing Statements have been amended.

The Virginia Mortgage, Missouri Mortgage, Texas Mortgage, Kansas Mortgage, and Arkansas 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 Virginia ALR, Missouri ALR, Texas ALR, Kansas ALR, and Arkansas 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 John Q. Hammons Fall 2006, LLC, Bankruptcy Case No. 16-21142, 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 to the Trust under the Loan Documents totals more than \$112,703,918.15, and includes

- (i) the unpaid principal balance of \$110,283,121.34;
- (ii) a yield maintenance premium in the amount of \$2,420,371.81;
- (iii) an administrative fee in the amount of \$125.00;
- (iv) a master servicer fee in the amount of \$300.00; and

- (v) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation, default interest;
- (vi) 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 \$1,917,965.02;
- (ii) lender expenses in the amount of \$108,437.52.

Interest accrues at the rate of 6.39% 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 OVERNIGHTBMC Group, Inc.
Attn: John Q. Hammons Claims Processing
3732 W. 120th Street
Hawthorne, CA 90250Re: 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;

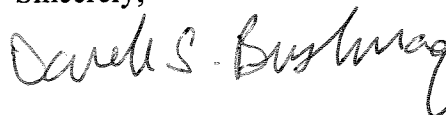
December 22, 2016

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):**

<i>Creditor:</i> (8632755)	Claim No: 627	<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: \$112703918.15
 Secured claimed: \$112703918.10

History:

[Details](#) [627-](#) 12/23/2016 Claim #627 filed by Venable LLP, Amount claimed: \$112703918.15 (Marshall, Terri)
 1

Description: (627-1) Loan

Remarks:

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*	\$112703918.15
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	\$112703918.10	
Priority		
Administrative		