

Fill in this information to identify the case:

Debtor 1 Hammons of Hunstville, LLC**
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: District of Kansas
Case number 16-21154

BMC ROUD 23DEC'16 PM2:27

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? 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
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? LNR Partners, LLC, Solely in its Capacity as Special Servicer c/o Darek S. Bushnaq, Esq. and Frederick W. H. Carter, Esq. Venable LLP
Name _____
750 East Pratt Street, Suite 900
Number Street
Baltimore MD 21202
City State ZIP Code
Contact phone 410.244.7400
Contact email dsbushnaq@venable.com
fwcarter@venable.com
Where should payments to the creditor be sent? (if different)
Name _____
Number Street _____
City State ZIP Code _____
Contact phone _____
Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

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

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

**Also 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, and JQH - Norman Development, LLC, Case No. 16-21180. This proof of claim is being filed in the administratively consolidated debtor case of John Q. Hammons Fall 2006, LLC, Case No. 16-21142, pursuant to the Court's Order Establishing Bar Dates (Docket No. 525).



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

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

7. How much is the claim? \$ 315,539,401.64* 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: \$ 315,539,401.64*

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.

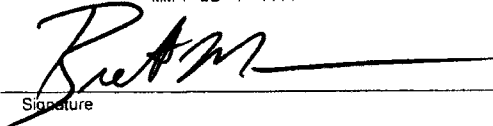
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 _____

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 Hammons of Huntsville, LLC, Case No. 16-21154; In re JQH-Allen Development, LLC, Case No. 16-21174; In re JQH-Concord Development, LLC, Case No. 16-21150; In re JQH-Glendale, AZ Development, LLC, Case No. 16-21169; In re JQH-Kansas City Development, LLC, Case No. 16-21177; In re JQH-Murfreesboro Development, LLC, Case No. 16-21191; In re JQH-Norman Development, LLC, Case No. 16-21180

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

The Proof of Claim

Pursuant to the Order (i) Establishing Bar Dates for Filing Proofs of Claim and Interest, (ii) Establishing Procedures for Filing Proofs Of Claim and Interest, and (iii) Approving Form and Manner of Notice Thereof [Docket No. 525] entered on September 28, 2016 in the bankruptcy cases jointly administered under case no. 16-21142, this claim is asserted in all of the bankruptcy cases identified above.

The Note

On or about August 13, 2015, JQH-Allen Development, LLC; JQH-Concord Development, LLC; JQH-Glendale, AZ Development, LLC; Hammons of Huntsville, LLC; JQH-Kansas City Development, LLC; JQH Murfreesboro Development, LLC; and JQH-Norman Development, LLC (collectively, the "Debtor") executed and delivered a Promissory Note to Goldman Sachs Mortgage Company ("Original Lender") in the stated principal amount of \$250,800,000.00 (the "Original Note"). Debtor and Original Lender entered into a Loan Agreement dated as of August 13, 2015 (the "Loan Agreement").

On or about September 21, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-1) ("Note A-1") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$100,000,000.00 (the "A-1 Loan"). On or about

September 21, 2015, the Debtor executed and delivered a Promissory Note (A-2) ("Note A-2") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$72,500,000.00 (the "A-2 Loan"). On or about September 21, 2015, the Debtor executed and delivered a Promissory Note (A-3) to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$39,150,000.00, the terms of which Promissory Note (A-3) were subsequently amended and restated to increase the amount of the loan. On or about October 6, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-3) ("Note A-3") to Original Lender to evidence a loan in the stated principal amount of \$45,250,000.00 (the "A-3 Loan"). On or about September 21, 2015, the Debtor executed and delivered a Promissory Note (A-4) to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$39,150,000.00, the terms of which Promissory Note (A-4) were subsequently amended and restated to decrease the amount of the loan. On or about October 6, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-4) ("Note A-4" and together with Note A-1, Note A-2, and Note A-3, the "Note") to Original Lender to evidence a loan in the stated principal amount of \$33,050,000.00 (the "A-4 Loan" and together with the A-1 Loan, A-2 Loan, and A-3 Loan, the "Loan"). The Note amended, renewed, restated and replaced the Original Note. The Trust is the current holder of Note A-1 by virtue of an allonge. U.S. Bank National Association, as Trustee, for the benefit of the registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2015-GC34 (the "A-2 Trust") is the current holder of Note A-2 by virtue of an allonge. 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 (the "A-3 Trust") is the current holder of Note A-3 by

virtue of an allonge. Deutsche Bank Trust Company Americas, as Trustee, for the benefit of the registered holders of Citigroup Commercial Mortgage Trust 2015-GC35, Commercial Mortgage Pass-Through Certificates, Series 2015-GC35 (the "A-4 Trust") is the current holder of Note A-4 by virtue of an allonge. Pursuant to a Co-Lender Agreement dated September 1, 2015, the Trust has legal authority to file proofs of claim on behalf of the A-2 Trust, A-3 Trust, and A-4 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, Huntsville, Alabama

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Huntsville, LLC (the "Alabama Debtor") to Original Lender, dated as of August 13, 2015, which was duly recorded on August 18, 2015 in the Real Estate Records of Madison County, Alabama (the "Alabama Records") as Document Number 20150818000457020 (the "Alabama Mortgage"). Original Lender assigned all of its right, title and interest in and to the Alabama Mortgage to Deutsche Bank Trust Company Americas ("Deutsche Bank"), as Trustee for the Trust by virtue of an Assignment of Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on November 2, 2015 in the Alabama Records as Document Number 20151102000605540 (the "Alabama Assignment").

Courtyard by Marriott, Allen, Texas

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Allen Development, LLC (the “Texas Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Collin County, Texas (the “Texas Records”) as Document Number 20150814001025570 (the “Texas Mortgage”). Original Lender assigned all of its right, title and interest in and to the Texas Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Texas Records as Document Number 20151027001356830 (the “Texas Assignment”).

Embassy Suites, Concord, North Carolina

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Concord Development, LLC (the “North Carolina Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Cabarrus County, North Carolina (the “North Carolina Records”) as Instrument Number 19632 in Book 11543, Page 0157 (the “North Carolina Mortgage”). Original Lender assigned all of its right, title and interest in and to the North Carolina Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015

in the North Carolina Records as Instrument Number 26376 in Book 11646, Page 0020 (the "North Carolina Assignment").

Renaissance by Marriott, Glendale, Arizona

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Glendale, AZ Development, LLC (the "Arizona Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Maricopa County, Arizona (the "Arizona Records") as Document Number 20150590871 (the "Arizona Mortgage"). Original Lender assigned all of its right, title and interest in and to the Arizona Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Arizona Records as Document Number 20150770151 (the "Arizona Assignment").

Residence Inn by Marriott, Kansas City, Missouri

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Kansas City Development, LLC (the "Missouri Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Platte County, Missouri (the "Missouri Records") as Instrument Number 2015010982 in Book 1248, Page 650 (the "Missouri Mortgage"). Original Lender assigned all of its right, title and interest in and to the Missouri Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral

Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Missouri Records as Instrument Number 2015014357 in Book 1252, Page 4 (the “Missouri Assignment”).

Embassy Suites, Murfreesboro, Tennessee

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Murfreesboro Development, LLC (the “Tennessee Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 19, 2015 in the Real Estate Records of Rutherford County, Tennessee (the “Tennessee Records”) as Instrument Number 1976960 in Book 1400, Page 3620 (the “Tennessee Mortgage”). Original Lender assigned all of its right, title and interest in and to the Tennessee Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Tennessee Records as Instrument Number 1988915 in Book 1418, Page 1949 (the “Tennessee Assignment”).

Embassy Suites, Norman, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Norman Development, LLC (the "Oklahoma Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 17, 2015 in the Real Estate Records of Cleveland County, Oklahoma (the "Oklahoma Records") as Document Number R 2015 28449 in Book RB 5455, Page 1248 (the "Oklahoma Mortgage"). Original Lender assigned all of its right, title and interest in and to the Oklahoma Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Oklahoma Records as Document Number R 2015 37647 in Book RB 5480, Page 0659 (the "Oklahoma 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 Missouri Secretary of State, which have been amended.

The Alabama Mortgage, Texas Mortgage, North Carolina Mortgage, Arizona Mortgage, Missouri Mortgage, Tennessee Mortgage, and Oklahoma 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 Note, Mortgages, 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 under the Loan Documents as a result of, among other things, the chapter 11 petitions filed by the Debtor on June 26, 2016. See In re Hammons of Huntsville, LLC, Bankruptcy Case No. 16-21154; In re JQH-Allen Development, LLC, Bankruptcy Case No. 16-21174; In re JQH-Concord Development, LLC, Bankruptcy Case No. 16-21150; In re JQH-Glendale, AZ Development, LLC, Bankruptcy Case No. 16-21169; In re JQH-Kansas City Development, LLC, Bankruptcy Case No. 16-21177; In re JQH-Murfreesboro Development, LLC, Bankruptcy Case No. 16-21191; In re JQH-Norman Development, LLC, Bankruptcy Case No. 16-21180, all pending in the United States Bankruptcy Court for the District of Kansas. The Loan was also put into default by 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 \$315,539,401.64, and includes

- (i) the unpaid principal balance of \$248,158,350.34;
- (ii) accrued interest in the amount of \$1,024,377.00;
- (iii) yield maintenance premium in the amount of \$66,354,124.30;
- (iv) special servicer fee in the amount of \$500.00;
- (v) master servicer fee in the amount of \$2,050.00

- (vi) other amounts due and owing pursuant to the Loan Documents and applicable law;
- (vii) less any amounts held by the Trust.

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

- (i) default interest at the rate of 4.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$4,314,822.97;
- (ii) lender expenses in the amount of \$135,297.05.

Interest accrues at the rate of 4.9535% per annum; default interest accrues at the rate of 4.00% per annum. Interest, default interest, attorneys' fees and costs, and other amounts continue to accrue pursuant to the Loan Documents and applicable law. The full nature, extent or value of all additional post-petition amounts or claims, including interest, taxes, insurance, fees and costs against the Debtor cannot be determined at this time.

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

This proof of claim is filed to protect the Trust from forfeiture of any claim it may have in the Debtor's Chapter 11 bankruptcy case. The filing of this proof of claim is not, and is not intended to be, (i) a waiver or release of the Trust's rights to have any and all final orders relating to any claims it holds against the Debtor to be entered by the United States District Court; (ii) a

consent to the jurisdiction of this Court for any person other than with respect to the filing of this proof of claim; (iii) an election of remedy; (iv) a waiver or release of any right to jury trial; or (v) a waiver or release of any right to request that the order of reference applicable to the captioned bankruptcy case be withdrawn with respect to any objections, motions or other proceedings with respect to the subject matter of this proof of claim.

Darek S. Bushnaq

T 410.244.7867

F 410.244.7742

dsbushnaq@venable.com

December 22, 2016

VIA UPS OVERNIGHT

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

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

Dear Sir/Madam:

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

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

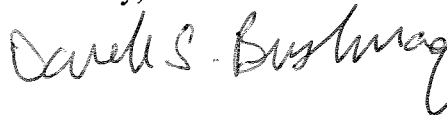
December 22, 2016

Page 2

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

Please contact me should we need to discuss.

Sincerely,



Darek S. Bushnaq

Enclosures

District of Kansas Claims Register

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

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

<i>Creditor:</i> (8632755) Venable LLP Attn: D. Bushnaq/F. Carter 750 East Pratt Street, Suite 900 Baltimore, MD 21202	Claim No: 629 <i>Original Filed</i> <i>Date:</i> 12/23/2016 <i>Original Entered</i> <i>Date:</i> 12/23/2016	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i>
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Amount claimed: \$315539401.64
Secured claimed: \$315539401.64

History:

[Details](#) [629-1](#) 12/23/2016 Claim #629 filed by Venable LLP, Amount claimed: \$315539401.64 (Marshall, Terri)
1

Description: (629-1) Loan

Remarks: (629-1) filed in case 16-21154

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*	\$315539401.64
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	\$315539401.64	
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> (8650050) DEUTSCHE BANK TRUST CO AS TRUSTEE FOR THE REG. HOLDERS OF CITIGROUP SERIES 2015-GC VENABLE LLP, ATTN: D. BUSHNAQ/F. CARTER 750 EAST PRATT STREET, SUITE 900 BALTIMORE, MD 21202 Claimant History</p>	<p>Claim No: 629 <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:</p>
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Amount claimed: \$315539401.64
Secured claimed: \$315539401.64

History:

- [Details](#) [629-1](#) 12/23/2016 Claim #629 filed by Wilmington Trust National Assoc., as Trustee for, Amount claimed: \$315539401.64 (Marshall, Terri)
- [Details](#) [629-2](#) 01/27/2017 Amended Claim #629 filed by DEUTSCHE BANK TRUST CO AS TRUSTEE FOR THE, Amount claimed: \$315539401.64 (Marshall, Terri)

Description: (629-1) Loan
(629-2) Loan (1621154)

Remarks: (629-1) filed in case 16-21154
(629-2) 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*	\$315539401.64
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	\$315539401.64	
Priority		
Administrative		

Fill in this information to identify the case:

Debtor 1 Hammons of Hunstville, LLC**
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: District of Kansas
Case number 16-21154

BMC ROUD 23DEC'16 PM2:27

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?

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

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?

LNR Partners, LLC, Solely in its Capacity as Special Servicer
c/o Darek S. Bushnaq, Esq. and Frederick W. H. Carter, Esq.
Venable LLP

Name

750 East Pratt Street, Suite 900

Number Street

Baltimore

MD

21202

City

State

ZIP Code

Contact phone 410.244.7400

Contact email dsbushnaq@venable.com

fwcarter@venable.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

No

Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No

Yes. Who made the earlier filing?

**Also 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, and JQH - Norman Development, LLC, Case No. 16-21180. This proof of claim is being filed in the administratively consolidated debtor case of John Q. Hammons Fall 2006, LLC, Case No. 16-21142, pursuant to the Court's Order Establishing Bar Dates (Docket No. 525).



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

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

7. How much is the claim? \$ 315,539,401.64* 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: \$ 315,539,401.64*

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.

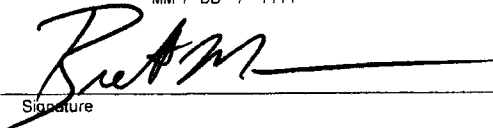
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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 _____

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 Hammons of Huntsville, LLC, Case No. 16-21154; In re JQH-Allen Development, LLC, Case No. 16-21174; In re JQH-Concord Development, LLC, Case No. 16-21150; In re JQH-Glendale, AZ Development, LLC, Case No. 16-21169; In re JQH-Kansas City Development, LLC, Case No. 16-21177; In re JQH-Murfreesboro Development, LLC, Case No. 16-21191; In re JQH-Norman Development, LLC, Case No. 16-21180

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

The Proof of Claim

Pursuant to the Order (i) Establishing Bar Dates for Filing Proofs of Claim and Interest, (ii) Establishing Procedures for Filing Proofs Of Claim and Interest, and (iii) Approving Form and Manner of Notice Thereof [Docket No. 525] entered on September 28, 2016 in the bankruptcy cases jointly administered under case no. 16-21142, this claim is asserted in all of the bankruptcy cases identified above.

The Note

On or about August 13, 2015, JQH-Allen Development, LLC; JQH-Concord Development, LLC; JQH-Glendale, AZ Development, LLC; Hammons of Huntsville, LLC; JQH-Kansas City Development, LLC; JQH Murfreesboro Development, LLC; and JQH-Norman Development, LLC (collectively, the "Debtor") executed and delivered a Promissory Note to Goldman Sachs Mortgage Company ("Original Lender") in the stated principal amount of \$250,800,000.00 (the "Original Note"). Debtor and Original Lender entered into a Loan Agreement dated as of August 13, 2015 (the "Loan Agreement").

On or about September 21, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-1) ("Note A-1") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$100,000,000.00 (the "A-1 Loan"). On or about

September 21, 2015, the Debtor executed and delivered a Promissory Note (A-2) ("Note A-2") to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$72,500,000.00 (the "A-2 Loan"). On or about September 21, 2015, the Debtor executed and delivered a Promissory Note (A-3) to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$39,150,000.00, the terms of which Promissory Note (A-3) were subsequently amended and restated to increase the amount of the loan. On or about October 6, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-3) ("Note A-3") to Original Lender to evidence a loan in the stated principal amount of \$45,250,000.00 (the "A-3 Loan"). On or about September 21, 2015, the Debtor executed and delivered a Promissory Note (A-4) to Original Lender to evidence a loan made to the Debtor in the stated principal amount of \$39,150,000.00, the terms of which Promissory Note (A-4) were subsequently amended and restated to decrease the amount of the loan. On or about October 6, 2015, the Debtor executed and delivered an Amended and Restated Promissory Note (A-4) ("Note A-4" and together with Note A-1, Note A-2, and Note A-3, the "Note") to Original Lender to evidence a loan in the stated principal amount of \$33,050,000.00 (the "A-4 Loan" and together with the A-1 Loan, A-2 Loan, and A-3 Loan, the "Loan"). The Note amended, renewed, restated and replaced the Original Note. The Trust is the current holder of Note A-1 by virtue of an allonge. U.S. Bank National Association, as Trustee, for the benefit of the registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2015-GC34 (the "A-2 Trust") is the current holder of Note A-2 by virtue of an allonge. 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 (the "A-3 Trust") is the current holder of Note A-3 by

virtue of an allonge. Deutsche Bank Trust Company Americas, as Trustee, for the benefit of the registered holders of Citigroup Commercial Mortgage Trust 2015-GC35, Commercial Mortgage Pass-Through Certificates, Series 2015-GC35 (the "A-4 Trust") is the current holder of Note A-4 by virtue of an allonge. Pursuant to a Co-Lender Agreement dated September 1, 2015, the Trust has legal authority to file proofs of claim on behalf of the A-2 Trust, A-3 Trust, and A-4 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, Huntsville, Alabama

The Note is secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by Hammons of Huntsville, LLC (the "Alabama Debtor") to Original Lender, dated as of August 13, 2015, which was duly recorded on August 18, 2015 in the Real Estate Records of Madison County, Alabama (the "Alabama Records") as Document Number 20150818000457020 (the "Alabama Mortgage"). Original Lender assigned all of its right, title and interest in and to the Alabama Mortgage to Deutsche Bank Trust Company Americas ("Deutsche Bank"), as Trustee for the Trust by virtue of an Assignment of Leasehold Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on November 2, 2015 in the Alabama Records as Document Number 20151102000605540 (the "Alabama Assignment").

Courtyard by Marriott, Allen, Texas

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Allen Development, LLC (the “Texas Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Collin County, Texas (the “Texas Records”) as Document Number 20150814001025570 (the “Texas Mortgage”). Original Lender assigned all of its right, title and interest in and to the Texas Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Texas Records as Document Number 20151027001356830 (the “Texas Assignment”).

Embassy Suites, Concord, North Carolina

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Concord Development, LLC (the “North Carolina Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Cabarrus County, North Carolina (the “North Carolina Records”) as Instrument Number 19632 in Book 11543, Page 0157 (the “North Carolina Mortgage”). Original Lender assigned all of its right, title and interest in and to the North Carolina Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015

in the North Carolina Records as Instrument Number 26376 in Book 11646, Page 0020 (the "North Carolina Assignment").

Renaissance by Marriott, Glendale, Arizona

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Glendale, AZ Development, LLC (the "Arizona Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Maricopa County, Arizona (the "Arizona Records") as Document Number 20150590871 (the "Arizona Mortgage"). Original Lender assigned all of its right, title and interest in and to the Arizona Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Arizona Records as Document Number 20150770151 (the "Arizona Assignment").

Residence Inn by Marriott, Kansas City, Missouri

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Kansas City Development, LLC (the "Missouri Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 14, 2015 in the Real Estate Records of Platte County, Missouri (the "Missouri Records") as Instrument Number 2015010982 in Book 1248, Page 650 (the "Missouri Mortgage"). Original Lender assigned all of its right, title and interest in and to the Missouri Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral

Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Missouri Records as Instrument Number 2015014357 in Book 1252, Page 4 (the “Missouri Assignment”).

Embassy Suites, Murfreesboro, Tennessee

The Note is secured, in part, by a Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Murfreesboro Development, LLC (the “Tennessee Debtor”) to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 19, 2015 in the Real Estate Records of Rutherford County, Tennessee (the “Tennessee Records”) as Instrument Number 1976960 in Book 1400, Page 3620 (the “Tennessee Mortgage”). Original Lender assigned all of its right, title and interest in and to the Tennessee Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Tennessee Records as Instrument Number 1988915 in Book 1418, Page 1949 (the “Tennessee Assignment”).

Embassy Suites, Norman, Oklahoma

The Note is secured, in part, by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing executed by JQH-Norman Development, LLC (the "Oklahoma Debtor") to Original Lender, dated effective as of August 13, 2015, which was duly recorded on August 17, 2015 in the Real Estate Records of Cleveland County, Oklahoma (the "Oklahoma Records") as Document Number R 2015 28449 in Book RB 5455, Page 1248 (the "Oklahoma Mortgage"). Original Lender assigned all of its right, title and interest in and to the Oklahoma Mortgage to Deutsche Bank, as Trustee for the Trust by virtue of an Assignment of Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated to be effective as of September 29, 2015, which was recorded on October 27, 2015 in the Oklahoma Records as Document Number R 2015 37647 in Book RB 5480, Page 0659 (the "Oklahoma 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 Missouri Secretary of State, which have been amended.

The Alabama Mortgage, Texas Mortgage, North Carolina Mortgage, Arizona Mortgage, Missouri Mortgage, Tennessee Mortgage, and Oklahoma 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 Note, Mortgages, 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 under the Loan Documents as a result of, among other things, the chapter 11 petitions filed by the Debtor on June 26, 2016. See In re Hammons of Huntsville, LLC, Bankruptcy Case No. 16-21154; In re JQH-Allen Development, LLC, Bankruptcy Case No. 16-21174; In re JQH-Concord Development, LLC, Bankruptcy Case No. 16-21150; In re JQH-Glendale, AZ Development, LLC, Bankruptcy Case No. 16-21169; In re JQH-Kansas City Development, LLC, Bankruptcy Case No. 16-21177; In re JQH-Murfreesboro Development, LLC, Bankruptcy Case No. 16-21191; In re JQH-Norman Development, LLC, Bankruptcy Case No. 16-21180, all pending in the United States Bankruptcy Court for the District of Kansas. The Loan was also put into default by 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 \$315,539,401.64, and includes

- (i) the unpaid principal balance of \$248,158,350.34;
- (ii) accrued interest in the amount of \$1,024,377.00;
- (iii) yield maintenance premium in the amount of \$66,354,124.30;
- (iv) special servicer fee in the amount of \$500.00;
- (v) master servicer fee in the amount of \$2,050.00

- (vi) other amounts due and owing pursuant to the Loan Documents and applicable law;
- (vii) less any amounts held by the Trust.

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

- (i) default interest at the rate of 4.00% per annum from June 26, 2016 through November 30, 2016 in the amount of \$4,314,822.97;
- (ii) lender expenses in the amount of \$135,297.05.

Interest accrues at the rate of 4.9535% 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 at., jointly administered under
Case No. 16-21142, pending in the United States Bankruptcy Court for
the District of Kansas

Dear Sir/Madam:

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

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

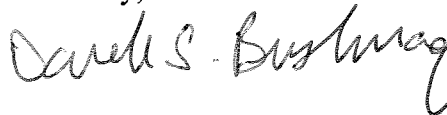
December 22, 2016

Page 2

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

Please contact me should we need to discuss.

Sincerely,



Darek S. Bushnaq

Enclosures

District of Kansas Claims Register

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

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

<i>Creditor:</i> (8632755) Venable LLP Attn: D. Bushnaq/F. Carter 750 East Pratt Street, Suite 900 Baltimore, MD 21202	Claim No: 629 <i>Original Filed</i> Date: 12/23/2016 <i>Original Entered</i> Date: 12/23/2016	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i>
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Amount claimed: \$315539401.64
Secured claimed: \$315539401.64

History:

[Details](#) [629-](#) 12/23/2016 Claim #629 filed by Venable LLP, Amount claimed: \$315539401.64 (Marshall, Terri)
1

Description: (629-1) Loan

Remarks: (629-1) filed in case 16-21154

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*	\$315539401.64
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	\$315539401.64	
Priority		
Administrative		