

Fill in this information to identify the case:

Debtor 1 THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989
Debtor 2
(Spouse, if filing)
United States Bankruptcy Court for the: District of
Case number

Official Form 410
Proof of Claim

12/15

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?

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? American Towers, L.L.C.
Where should payments to the creditor be sent? (if different)
c/o McElroy, Deutsch, Mulvaney & Carpenter, LLP
Name: Jeffrey Bernstein, Esq.
570 Broad Street
Newark NJ 07102
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? \$ 923,584.81. Does this amount include interest or other charges?  
Please see attached  No  
addendum  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.  
  
Contract - Please see attached addendum

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: Please see attached addendum

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

- Fixed  
 Variable

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

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: Please see attached addendum

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

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

- No
- Yes. Check all that apply:
- |   | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  | \$ _____                    |
| <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).  | \$ _____                    |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) 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). | \$ _____                    |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).  | \$ _____                    |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).  | \$ _____                    |
| <input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( <u>2</u> ) that applies.   | \$ <u>91,069.42</u>         |

Please see attached addendum

\* Amounts are subject to adjustment on 4/01/16 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 21 2014  
MM / DD / YYYY

  
\_\_\_\_\_  
Signature

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

Name Margaret Robinson  
First name Middle name Last name

Title Senior Counsel

Company American Towers L.L.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 10 Presidential Way  
Number Street

Woburn MA 01801  
City State ZIP Code

Contact phone (781) 926-4753 Email margaret.robinson@americantower.com

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS AT KANSAS CITY**

In re:

**JOHN Q. HAMMONS FALL 2006, LLC,  
*et al.*,**

Debtors<sup>1</sup>.

Chapter 11

**Case No. 16-21142**

(Jointly Administered)

**AMERICAN TOWERS L.L.C. PROOF OF CLAIM ADDENDUM**

In support of its Proof of Claim against John Q. Hammons Fall 2006, LLC and its affiliated debtor entities as set forth in footnote 1 herein (collectively “Debtors”)<sup>2</sup>, claimant, American Towers LLC (“Claimant”), respectfully states the following:

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<sup>1</sup> The Debtors in this case are: ACLOST, LLC, Bricktown Residence Catering Co., Inc., Chateau Catering Co., Inc., Chateau Lake, LLC, Civic Center Redevelopment Corp., Concord Golf Catering Co., Inc., Concord Hotel Catering Co., Inc., East Peoria Catering Co., Inc., Fort Smith Catering Co., Inc., Franklin/Crescent Catering Co., Inc., Glendale Coyotes Catering Co., Inc., Glendale Coyotes Hotel Catering Co., Inc., Hammons, Inc., Hammons of Colorado, LLC, Hammons of Franklin, LLC, Hammons of Huntsville, LLC, Hammons of Lincoln, LLC, Hammons of New Mexico, LLC, Hammons of Oklahoma City, LLC, Hammons of Richardson, LLC, Hammons of Rogers, Inc., Hammons of Sioux Falls, LLC, Hammons of South Carolina, LLC, Hammons of Tulsa, LLC, Hampton Catering Co., Inc., Hot Springs Catering Co., Inc., Huntsville Catering, LLC, International Catering Co., Inc., John Q. Hammons 2015 Loan Holdings, LLC, John Q. Hammons Fall 2006, LLC, John Q. Hammons Hotels Development, LLC, John Q. Hammons Hotels Management I Corporation, John Q. Hammons Hotels Management II, LP, John Q. Hammons Hotels Management, LLC, Joplin Residence Catering Co., Inc., JQH – Allen Development, LLC, JQH – Concord Development, LLC, JQH – East Peoria Development, LLC, JQH - Ft. Smith Development, LLC, JQH – Glendale AZ Development, LLC, JQH - Kansas City Development, LLC, JQH – La Vista Conference Center Development, LLC, JQH - La Vista CY Development, LLC, JQH - La Vista III Development, LLC, JQH - Lake of the Ozarks Development, LLC, JQH – Murfreesboro Development, LLC, JQH – Normal Development, LLC, JQH – Norman Development, LLC, JQH – Oklahoma City Bricktown Development, LLC, JQH – Olathe Development, LLC, JQH – Pleasant Grove Development, LLC, JQH – Rogers Convention Center Development, LLC, JQH – San Marcos Development, LLC, Junction City Catering Co., Inc., KC Residence Catering Co., Inc., La Vista CY Catering Co., Inc., La Vista ES Catering Co., Inc., Lincoln P Street Catering Co., Inc., Loveland Catering Co., Inc., Manzano Catering Co., Inc., Murfreesboro Catering Co., Inc., Normal Catering Co., Inc., OKC Courtyard Catering Co., Inc., R-2 Operating Co., Inc., Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated, Richardson Hammons, LP, Rogers ES Catering Co., Inc., SGF – Courtyard Catering Co., Inc., Sioux Falls Convention/Arena Catering Co., Inc., St Charles Catering Co., Inc., Tulsa/169 Catering Co., Inc., and U.P. Catering Co., Inc., City Centre Hotel Corporation, Hammons of Arkansas, LLC, Hammons of Frisco, LLC, and John Q. Hammons Center, LLC.

<sup>2</sup> Claimant is filing claims against multiple Debtors as multiple Debtor entities and/or affiliates are liable to Claimant. However, Claimant is not seeking any double recovery. To the extent Claimant’s claim is paid by one Debtor, it will not seek payment from another Debtor on account of the identical claim.

1. Debtors filed voluntary chapter 11 petitions on June 26, 2016 (the “Petition Date”)<sup>3</sup>. The Debtors’ cases are being jointly administered under the lead case no. 16-21142.

2. Attached hereto as **Exhibit A** is the Amended Petition (the “Complaint”) filed by Claimant against defendants Hammons, Inc., John Q. Hammons Hotels, John Q. Hammons Hotels, Inc., John Q. Hammons Hotels, L.P., John Q. Hammons Hotels Two, L.P., Atrium TRS II, L.P., Atrium TRS III, L.P., Atrium TRS IV, LP, Atrium TRS V, LLC, Atrium Finance II, LP, Atrium Finance V, LLC, and Hammons of Sioux Falls, LLC (collectively, “Defendants”).<sup>4</sup> The Complaint styled *American Towers LLC v. Hammons Inc. et. al.* was filed in the Circuit Court of the Thirty First Judicial Circuit, Green County, Missouri bears cause no.: 1431-CC01234.

3. As set forth in the Complaint, on February 1, 1996, Bridan Communications Corporation (“Bridan”) and John Q. Hammons Hotels entered into an Exclusive Marketing & Management Agreement (the “Agreement”) pursuant to which Bridan agreed to exclusively market, operate and manage all of the telecommunications operations at multiple buildings owned by John Q. Hammons Hotels, along with the adjoining equipment rooms or shelters. Claimant is the successor-in-interest to Bridan under the Agreement. A copy of the Agreement is attached hereto as **Exhibit B**.

4. Regarding the compensation to be paid to Plaintiff, Paragraph 4 of the Agreement provides:

**MANAGEMENT COMPANY COMPENSATION:** For Licenses which are initiated by Management Company on behalf of Owner and commence after the effective date of this Agreement, Management Company will receive a monthly commission of twenty percent (20%) of the monthly rental income collected from users of the Premises. Management Company shall be reimbursed by Owner for

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<sup>3</sup> Debtors City Centre Hotel Corporation, Hammons of Arkansas, LLC, Hammons of Frisco, LLC, and John Q. Hammons Center, LLC. filed petitions on July 5, 2016.

<sup>4</sup> Claimant reserves all of its rights, claims and defenses with respect to the Complaint and nothing herein should be construed as an admission against Claimant’s interests.

any reasonable expenses incurred, provided that the expenses were previously authorized and approved by Owner in writing.

5. The Agreement further provides that upon expiration or other termination of the Agreement, Claimant “shall continue to receive its fees, calculated in accordance with the terms of this Agreement, for each License and/or License Agreement which continues by its own terms beyond the expiration or other termination of this Agreement initiated by Management Company.”

6. The Agreement specifically provides that those fees shall continue to be paid to Claimant through the term of each applicable License Agreement and, if extended, for an additional period not to exceed five (5) years.

7. During the entire term of the Agreement, Claimant performed in good faith all of its duties and obligations including, without limitation, marketing, operating and managing all of the telecommunications operations at multiple buildings owned by John Q. Hammons Hotels, along with the adjoining equipment rooms or shelters.

8. As a result of Claimant’s performance of its duties, numerous licensing agreements for sites nationwide were entered into between the Defendants, as licensors, and various wireless carrier tenants.

9. Defendants collected payments from their licensees under the licensing agreements, but failed to tender payment to Claimant in accordance with the terms of the Agreement and, thus, Defendants defaulted in their obligations under the Agreement.

10. Claimant provided written notice to Defendants of their default in accordance with the terms of the Agreement and licensing agreements but despite repeated demands for payment, Defendants have not made full payment to Claimant.

11. As of August 2015, at the time the Complaint was filed, there remained due and owing to Claimant the sum of at least \$747,554.33, with damages and costs continuing to accrue.

12. As of the Petition Date, Claimant was owed no less than \$923,524.81 with damages continuing to accrue.

13. As of December 31, 2016, there will be \$1,014,594.23 due and owing to Claimant. A spreadsheet showing the pre-petition and post-petition amounts owed is attached hereto as **Exhibit C**.

14. Claimant asserts a secured claim with respect to any set off rights and/or any other collateral.

15. To the extent the collateral available and/or set off rights is insufficient to satisfy Claimant's claims, Claimant asserts an unsecured claim for the difference.

16. The amounts referred to in this proof of claim do not include any claim related to fees or other payments owed post-petition. To the extent that Claimant is entitled to fees or other payments post-petition, Claimant asserts an administrative claim and reserves all rights with respect to any and all claims arising from such entitlement to fees and other payments, including, without limitation, further requests for administrative expense priority claims under section 11 USC § 503.

17. Claimant further asserts that to the extent that fees and /or other payments are held by Debtors on behalf of Claimant that such claims are held in trust and are not part of the bankruptcy estate of Debtors. Claimant reserves the right to assert its claim under either theory.

18. Claimant's secured claim include all of the items listed herein, and includes, without limitation, fees, costs and expenses, all of which are also expressly made part of this claim.

### Reservation of Rights

19. Nothing contained in this Proof of Claim shall constitute a waiver of (i) the right to have final orders in non-core matters entered only after *de novo* review by a District Court Judge; (ii) the right to trial by jury in any proceeding triable in this case or any case, controversy, or proceedings related to this case; (iii) the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary abstention; (iv) any objection to the jurisdiction or venue of this Court; (v) an election of remedy; (vi) the right to amend this proof of claim; (vii) the right to assert claims for attorneys' fees and costs which may accrue or have accrued; and/or (viii) any other right, claim, defense, action, setoff, or recoupment, in law or in equity, under any agreement, all of which are expressly reserved.

20. Nothing in this Proof of Claim (including, without limitation, statements as to the amount of Claimant's secured and/or unsecured or deficiency claim) shall constitute an admission of any fact or matter, and Claimant reserves all its rights and positions in any manner relating thereto. Nothing herein shall be deemed as an admission with respect to such claims.

21. Claimant expressly reserves its right to (1) amend, update, modify, supplement or otherwise revise this Proof of Claim in any respect at any time; and/or (2) file additional proofs of claim for additional claims which may be based on the same, different or additional grounds. Administrative claims are asserted herein; however, Claimant expressly reserves its right to file an administrative claim for any amounts due and nothing herein shall be construed so as to waive such rights.



**EXHIBIT A**

IN THE CIRCUIT COURT  
OF THE THIRTY FIRST JUDICIAL CIRCUIT  
GREENE COUNTY, MISSOURI

AMERICAN TOWERS L.L.C.,

Plaintiff,

vs.

HAMMONS, INC.

**Serve:**

Hammons, Inc.

CSC -

Lawyers Incorporating Service Co.  
221 Bolivar Street  
Jefferson City, MO, 65101

JOHN Q. HAMMONS HOTELS

**Serve:**

John Q. Hammons Hotels  
300 John Q. Hammons Parkway  
Suite 900  
Springfield, MO, 65806

JOHN Q. HAMMONS HOTELS, INC.

**Serve:**

CSC -  
Lawyers Incorporating Service Co.  
221 Bolivar Street  
Jefferson City, MO, 65101

JOHN Q. HAMMONS HOTELS, L.P.

**Serve:**

John Q. Hammons Hotels, L.P.  
300 John Q. Hammons Parkway  
Suite 900  
Springfield, MO, 65806

JOHN Q. HAMMONS HOTELS TWO, L.P.

**Serve:**

CSC -  
Lawyers Incorporating Service Co.  
221 Bolivar Street  
Jefferson City, MO, 65101

ATRIUM TRS II, L.P.

**Serve:**

CSC -  
Lawyers Incorporating Service Co.

Cause No: 1431-CC01234

Division: 24

221 Bolivar Street )  
 Jefferson City, MO, 65101 )  
 )  
 ATRIUM TRS III, L.P. )  
**Serve:** )  
 CSC - )  
 Lawyers Incorporating Service Co. )  
 221 Bolivar Street )  
 Jefferson City, MO, 65101 )  
 )  
 ATRIUM TRS IV, L.P. )  
**Serve:** )  
 CSC - )  
 Lawyers Incorporating Service Co. )  
 221 Bolivar Street )  
 Jefferson City, MO, 65101 )  
 )  
 ATRIUM TRS V, L.L.C. )  
**Serve:** )  
 Atrium TRS V, L.L.C. )  
 300 John Q. Hammons Parkway )  
 Suite 900 )  
 Springfield, MO, 65806 )  
 )  
 ATRIUM FINANCE II, L.P. )  
**Serve:** )  
 CSC )  
 Lawyers Incorporating Service Co. )  
 221 Bolivar Street )  
 Jefferson City, MO, 65101 )  
 )  
 ATRIUM FINANCE V, L.L.C. )  
**Serve:** )  
 Atrium Finance V, L.L.C. )  
 300 John Q. Hammons Parkway )  
 Suite 900 )  
 Springfield, MO, 65806 )  
 )  
 HAMMONS OF SIOUX FALLS, L.L.C. )  
**Serve:** )  
 CSC )  
 Lawyers Incorporating Service Co. )  
 221 Bolivar Street )  
 Jefferson City, MO, 65101 )  
 )  
 Defendants. )

## AMENDED PETITION

COMES NOW Plaintiff, American Towers L.L.C. ("Plaintiff"), and for its Amended Petition against the Defendants, Hammons, Inc., John Q. Hammons Hotels, John Q. Hammons Hotels, Inc., John Q. Hammons Hotels, L.P., John Q. Hammons Hotels Two, L.P., Atrium TRS II, L.P., Atrium TRS III, L.P., Atrium TRS IV, L.P., Atrium TRS V, LLC, Atrium Finance II, L.P., Atrium Finance V, L.L.C., and Hammons of Sioux Falls, L.L.C. (collectively "Defendants"), by its attorneys, Brown & James, P.C., states as follows:

### THE PARTIES

1. Plaintiff is a limited liability company organized under the laws of the State of Delaware, having its principal place of business located at 116 Huntington Avenue, Boston, Massachusetts, 02116.

2. Upon information and belief, Hammons, Inc. is a corporation organized under the laws of the State of Missouri, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

3. Upon information and belief, John Q. Hammons Hotels is a corporation organized under the laws of the State of Missouri, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

4. Upon information and belief, John Q. Hammons Hotels, Inc. is a corporation organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

5. Upon information and belief, John Q. Hammons Hotels, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

6. Upon information and belief, John Q. Hammons Hotels Two, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

7. Upon information and belief, Atrium TRS II, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

8. Upon information and belief, Atrium TRS III, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

9. Upon information and belief, Atrium TRS IV, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

10. Upon information and belief, Atrium TRS V, L.L.C. is a limited liability company organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

11. Upon information and belief, Atrium Finance II, L.P. is a limited partnership organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

12. Upon information and belief, Atrium Finance V, L.L.C. is a limited liability company organized under the laws of the State of Delaware, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

13. Upon information and belief, Hammons of Sioux Falls, L.L.C. is a limited liability company organized under the laws of the State of Missouri, having its principal place of business located at 300 John Q. Hammons Parkway, Springfield, Missouri, 65806.

14. Upon information and belief, Defendants are related entities and/or affiliates of John Q. Hammons Hotels.

### JURISDICTION AND VENUE

15. Jurisdiction is conferred upon this Court, pursuant to Mo. Ann. Stat. § 506.500. Venue is properly laid in this county pursuant to Mo. Ann. Stat. § 508.010, et seq.

### FACTS COMMON TO ALL COUNTS

16. Plaintiff is in the business of owning and operating communications sites for the wireless and broadcast industries.

17. Upon information and belief, Defendants are independent hotel owners and/or hotel management companies.

18. On February 1, 1996, Bridan Communications Corporation ("Bridan") and John Q. Hammons Hotels entered into an Exclusive Marketing & Management Agreement ("Agreement") pursuant to which Bridan agreed to exclusively market, operate and manage all of the telecommunications operations at multiple buildings owned by John Q. Hammons Hotels, along with the adjoining equipment rooms or shelters.

19. Plaintiff is the successor-in-interest to Bridan under the Agreement.

20. The initial term of the Agreement was for a period of five (5) years, commencing on February 1, 1996 and continuing until January 31, 2001, with an option to extend the term for two (2) additional five (5) year periods.

21. Regarding the compensation to be paid to Plaintiff, Paragraph 4 of the Agreement provides:

**MANAGEMENT COMPANY COMPENSATION:** For Licenses which are initiated by Management Company on behalf of Owner and commence after the effective date of this Agreement, Management Company will receive a monthly commission of twenty percent (20%) of the monthly rental income collected from users of the Premises. Management Company shall be reimbursed by Owner for any reasonable expenses incurred, provided that the expenses were previously authorized and approved by Owner in writing.

22. The Agreement further provides that upon expiration or other termination of the Agreement, Plaintiff "shall continue to receive its fees, calculated in accordance with the terms of this Agreement, for each License and/or License Agreement which continues by its own terms beyond the expiration or other termination of this Agreement initiated by Management Company." The Agreement specifically provides that those fees shall continue to be paid to Plaintiff through the term of each applicable License Agreement and, if extended, for an additional period not to exceed five (5) years.

23. Upon information and belief, John Q. Hammons Hotels, Inc. is now known as Hammons, Inc.

24. During the entire term of the Agreement, Plaintiff performed in good faith all of its duties and obligations including, without limitation, marketing, operating and managing all of the telecommunications operations at multiple buildings owned by John Q. Hammons Hotels, along with the adjoining equipment rooms or shelters.

25. As a result of Plaintiff's performance of its duties, numerous licensing agreements for sites nationwide were entered into between the Defendants, as licensors, and various wireless carrier tenants.

26. Defendants have collected payments from their licensees under the licensing agreements, however, they have failed to tender payment to Plaintiff in accordance with the terms of the Agreement.

27. Accordingly, Defendants have defaulted in their obligations under the Agreement by failing to make payments due and owing to Plaintiff thereunder for the related licensing agreements.

28. Plaintiff provided written notice to Defendants of their default in accordance with the terms of the Agreement and licensing agreements.

29. Despite repeated demands for payment, Defendants have inexplicably and

willfully refused to make full payment to Plaintiff. As of August 2015, there remains due and owing to Plaintiff the sum of at least \$747,554.33, which damages continue to accrue.

### **COUNT I – BREACH OF CONTRACT**

30. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

31. Plaintiff performed all of its duties and obligations under its valid, binding and enforceable Agreement.

32. However, Defendants breached their obligations by failing to make payments due and owing to Plaintiff.

33. Plaintiff notified Defendants of their breach of the Agreement and related licensing agreements, but they have failed and refused to remedy said breach.

34. As a result, there is due and owing to Plaintiff, as of August, 2015, the sum of at least \$747,554.33, which damages continue to accrue.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, on this Count for compensatory damages, consequential damages, incidental damages, pre- and post-Judgment interest, costs, disbursements, attorney's fees, and such further relief as the Court may deem just and equitable, the exact amount to be proved at trial.

### **COUNT II BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

35. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

36. Implied in every contract is the covenant of good faith and fair dealing.

37. Defendants unlawfully and in bad faith destroyed Plaintiff's economic expectations under the parties' Agreement by willfully failing and refusing to make payment to Plaintiff.



WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, on this Court for compensatory damages, consequential damages, incidental damages, pre- and post-Judgment interest, costs, disbursements, attorney's fees, and such further relief as the Court may deem just and equitable, the exact amount to be proved at trial.

### **COUNT III – UNJUST ENRICHMENT**

38. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.

39. Defendants, by failing and refusing to pay the monies due and owing to Plaintiff while deriving the benefits conferred by Plaintiff's good faith performance of its duties, have been unjustly enriched in the amount of at least \$747,554.33, which damages continue to accrue.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, on this Court for compensatory damages, consequential damages, incidental damages, pre- and post-Judgment interest, costs, disbursements, attorney's fees, and such further relief as the Court may deem just and equitable, the exact amount to be proved at trial.

### **COUNT IV – PROMISSORY ESTOPPEL**

40. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs as if set forth herein at length.


41. In entering into the Agreement and related licensing agreements, Defendants promised and agreed to make payment of all amounts due and owing thereunder.

42. Based upon and in reliance upon Defendants' promises in that regard, Plaintiff entered into the Agreement and performed in good faith all of its duties and obligations thereunder.

43. Despite Defendants' promise to pay the full agreed-upon consideration under the Agreement, they have failed and refused to make full payment to Plaintiff.

44. As a result, there is due and owing to Plaintiff, as of August, 2015, the sum of at least \$747,554.33 which damages continue to accrue.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, on this Court for compensatory damages, consequential damages, incidental damages, pre- and post-Judgment interest, costs, disbursements, attorney's fees, and such further relief as the Court may deem just and equitable, the exact amount to be proved at trial.

  
 \_\_\_\_\_  
 John P. Rahoy #41896  
 BROWN & JAMES, P.C.  
 800 Market Street, Suite 1100  
 St. Louis, Missouri 63101  
 (314) 421-3400  
 (314) 421-3128 (Fax)  
[jrahoy@bjpc.com](mailto:jrahoy@bjpc.com)

and

Mr. William N. Aumenta  
 McELROY, DEUTSCH, MULVANEY &  
 CARPENTER, LLP  
 1300 Mt. Kemble Avenue  
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[waumenta@mdmc-law.com](mailto:waumenta@mdmc-law.com)  
 Attorneys for Plaintiff

The undersigned hereby certifies that the above and foregoing pleading was filed electronically with the above-captioned Court, with notice of case activity to be generated and sent electronically by the Clerk of said Court to: [mcully@lowtherjohnson.com](mailto:mcully@lowtherjohnson.com), Mr. Michael Cully and [mgrowcock@lowtherjohnson.com](mailto:mgrowcock@lowtherjohnson.com), Mr. Matthew Growcock, Lowther, Johnson, L.L.C., Attorneys for Defendant Hammons of Sioux Falls, L.L.C. and limited entry for Defendant John Q. Hammons Hotels, 901 St. Louis Street, 20<sup>th</sup> Floor, Springfield, MO 65806 and [charley@rhgm.com](mailto:charley@rhgm.com), Mr. Charles W. German and [lauraw@rhgm.com](mailto:lauraw@rhgm.com), Ms. Laura M. Wood, Rouse Hendricks German May, P.C., Attorneys for Defendants John Q. Hammons Hotels, Inc., John Q. Hammons Hotels, L.P., John Q. Hammons Hotels Two, L.P., Atrium TRS II, L.P., Atrium TRS III, L.P., Atrium TRS IV, L.P., Atrium TRS V, L.P., Atrium Finance II, L.P., and Atrium Finance V, L.L.C. (together known as Atrium Defendants), 1201 Walnut Street, 20<sup>th</sup> Floor, Kansas City, MO 64106, this 4 day of August, 2015. Pursuant to Rule 55.03(a), the undersigned further certifies that he signed an original of this pleading and that an original of

this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

John P. Roney

12474693/EWZ

**EXHIBIT B**

**AMERICAN  
TOWER**  
CORPORATION

**SOME PART OR ALL OF THE  
ORIGINAL DOCUMENTS**

**SCANNED FOR THIS ENTRY**

**WERE OF**

**POOR QUALITY.**

**NO PHYSICAL COPY IS AVAILABLE.**

COPY

(HAMMON, MGT)

EXCLUSIVE

MARKETING & MANAGEMENT AGREEMENT

This Agreement is made as of the 1st day of February, 1996, ("Commencement Date") by and between JOHN Q. HAMMONS HOTELS, a Missouri Corporation, ("Owner") and BRIDAN COMMUNICATIONS CORPORATION, a Pennsylvania Corporation ("Management Company").

WITNESSETH

WHEREAS, Owner owns one or more buildings ("Building") with rooftops ("Rooftop") usable for telecommunications purposes, and the adjoining equipment rooms or shelters ("Shelter"), together being the premises ("Premises"), as described in Schedule "A"; and

WHEREAS, Management Company has experience in the marketing, operation and management of telecommunications rooftop facilities; and

WHEREAS, Owner and Management Company have agreed that Management Company shall exclusively market, operate and manage all of the telecommunications operations at the aforementioned Premises for the Owner;

NOW THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Management Company, intending to be legally bound, hereto agree as follows:

1. **REPRESENTATION:** Management Company shall exclusively market, manage and operate the Rooftop and Shelter subject to all terms and conditions of this Agreement

2. **TERM:** The Initial Term of this Agreement shall be for a period of five (5) years and shall commence on the date first above written and continue until January 31, 2001; provided, however, that the parties shall have the option to extend the term of this Agreement for two (2) additional five (5) year periods by mutual consent at least ninety (90) days prior to the expiration of the initial term and any subsequent renewal periods

3. **TERMINATION:** Following the Initial Term of this Agreement, and during the first ninety (90) days of each succeeding year, either party may terminate this Agreement in the event that revenue from the Rooftop and Shelter(s) fails to increase by at least five percent (5%) from that of the prior year. Upon the expiration or other termination of this Agreement, Management Company shall continue to receive its fees, calculated in accordance with the terms of this Agreement, for each Licensee and /or License Agreement which continues by its own terms beyond the expiration or other termination of this Agreement initiated by Management Company. Such fees shall continue to be paid to Management Company through the end of the term of each applicable License Agreement; and if extended, for an additional period not to exceed five (5) years.

4. **MANAGEMENT COMPANY COMPENSATION:** For Licenses which are initiated by Management Company on behalf of Owner and commence after the effective date of this Agreement, Management Company will receive a monthly commission of twenty percent (20%) of the monthly rental income collected from users of the Premises. Management Company shall be reimbursed by Owner for any reasonable expenses incurred, provided that the expenses were previously authorized and approved by Owner in writing.

5. **MANAGEMENT COMPANY'S DUTIES AND OBLIGATIONS:** Management Company shall solicit prospective tenants for the Rooftop and negotiate the terms and conditions of all License Agreements. All License Agreements shall be submitted by Management Company to Owner and/or Owner's legal counsel for approval. Management Company shall be responsible for day to-day operations of the Rooftop including billing and collection of all fees and expenses payable by licensees, general supervision of telecommunications activities at the Premises, and general consultation services necessary for the professional operation of Owner's Rooftop and Shelter. Management Company will market and advertise the Premises through paid space advertising in regional and national listings and by direct mailings to prospective users, the cost of which to be paid for by Management Company.

6. IMPROVEMENTS TO PREMISES: If improvements to the Premises are needed to cause the Premises to be more attractive to tenants, Management Company will present a written proposal to Owner for such improvements. Owner shall have sole discretion as to making these improvements to the Premises at Owner's expense. If Owner chooses not to make said improvements, Management Company shall have the option to make said improvements with Owner's permission and at the expense of Management Company. In this event, Management Company shall have the right to pass on those costs and other expenses incurred by Management Company to licensees using the Premises, and that these costs and other expenses shall be reimbursed directly by licensees to Management Company.

7. DUTIES OF OWNER: Owner shall promptly transmit to Management Company all direct inquiries it receives or has received concerning availability of the Rooftop so that Management Company may pursue the prospective tenancy. Owner shall promptly review all proposals by Management Company for the installation and operation of any additions or alterations to the Rooftop. Owner shall permit access to the facility to licensees and to the Management Company and their approved engineers and contractors at all reasonable times. In general, Owner is responsible for expenses associated with the operation of the Rooftop, including electrical service and telephone access. The general repair and maintenance of the Building and Rooftop, including the telecommunications shelter associated with the Premises is the responsibility of the Owner.

8. MANAGEMENT COMPANY'S LIMITATIONS OF AUTHORITY: The services of Management Company are engaged by Owner solely for the purposes provided for in this Agreement. Such services are provided as an independent contractor or agent. Management Company shall not be considered an employee of Owner for any purpose and is not authorized to act on behalf of Owner, and shall not have the authority to enter into agreements of any nature in the name of or on behalf of Owner.



9. **INSURANCE:** Owner and Management Company shall maintain liability insurances for the Premises in amounts commensurate with a commercial property of this magnitude and exposure, and shall name each other as "Certificate Holders" and "Additional Insureds". General Liability coverages shall be no less than \$2,000,000. Any other insurances, including property and casualty insurance, shall be the sole responsibility of the Owner.

10. **GOVERNING LAW:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

11. **ENTIRE AGREEMENT:** This Agreement contains the complete terms and conditions governing the relationships between the parties. No oral or written agreements among the parties reached prior to the date of this Agreement shall survive the execution of this Agreement.

12. **SEVERABILITY:** In the event any provisions of this Agreement are held to be invalid, the same shall not effect the remaining provisions of this Agreement which shall continue in full force and effect.

13. **BINDING ON SUCCESSORS:** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

14. **NOTICES:** All notices to the parties shall be delivered to each of them at the following addresses, or such other address as each may change and advise the other.

To Owner:

John Q. Hammons Hotels  
Attention: Pat A. Shiver  
Three Hundred John Q. Hammons Parkway  
Suite Nine Hundred  
Tele: 417-864-4300  
Fax: 417-864-8900  
Exact Name  
of Payee: As per location of Licenses  
Fed. I.D. or SS#: THA as above

65804

11 to Management Company:

BRIDAN COMMUNICATIONS CORPORATION  
119 Elgin Circle  
Mechanicsburg, PA 17054  
Attention: Brian E. Danz  
Voice: 800-6-TOWERS  
Fax: 717-697-6644  
Fed I.D. #: 25-1753547

15. **GOVERNMENT COMPLIANCE:** Owner shall maintain and operate the Building, Rooftop, and Shelter in compliance with all government regulations, including all applicable Federal Aviation Administration and Federal Communications Commission rules and regulations. Owner agrees to and will be responsible for the monitoring of the FAA approved lighting system for the Building(s) and any associated appurtenances and will immediately notify the FAA and Management Company of any failure.

16. **SECURITY:** Owner shall provide adequate security for the Premises as is customary and/or necessary to protect the facility from outside intervention that would compromise the reasonable operations of the licensees using the Premises. Any and all incidents breaching such security measures shall be immediately reported to Management Company

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OWNER:

MANAGEMENT COMPANY:

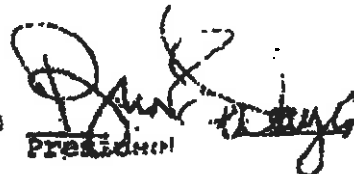
John O. Hammons Hotel

Bridan Communications Corp.

By:



BY:

  
President

**EXHIBIT C**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Customer	Tenant Entity	Lease #	Boca Lease #	Twr #	Boca Site #	Twr Name	Site Address	City	State	escalation type	escalation Date	Term End Date	AMOUNT DUE AS OF BK FILING 06/26/2016	TOTAL AMOUNT DUE THRU 12/31/2016	12/1/2016	11/1/2016	10/1/2016	9/1/2016	8/1/2016	7/1/2016
1	John Q. Hammons Hotels	SPRINT PCS	WEB70100	27218	00008701	CA-3150	SACRAMENTO- HOLIDAY INN	300 J Street,	Sacramento	CA	5%	1-Sep	\$ 39,396.50	\$ 43,722.03	\$ 732.55	\$ 732.55	\$ 732.55	\$ 732.55	\$ 697.67	\$ 697.67
2	John Q. Hammons Hotels	METROPICS CALIFORNIA, LLC	WEB70102	27219	00008701	CA-3150	SACRAMENTO- HOLIDAY INN	300 J Street,	Sacramento	CA	4%	1-Oct	\$ 47,356.84	\$ 52,871.13	\$ 937.07	\$ 937.07	\$ 937.07	\$ 901.03	\$ 901.03	\$ 901.03
3	John Q. Hammons Hotels	AIRTOUCH CELLULAR	WEB701A0	27220	00008701	CA-3150	SACRAMENTO- HOLIDAY INN	300 J Street,	Sacramento	CA	CPI	1-Mar	\$ 33,485.74	\$ 37,173.00	\$ 614.54	\$ 614.54	\$ 614.54	\$ 614.54	\$ 614.54	\$ 614.54
4	John Q. Hammons Hotels	DESTINEER CORPORATION	WEB702D0	27221	00008702	OR-2119	PORTLAND-EMBASSY SUITES	7900 Northeast 82nd Ave.	Portland	OR	5%	15-Jul	\$ 21,703.27	\$ 24,169.73	\$ 412.55	\$ 412.55	\$ 412.55	\$ 412.55	\$ 412.55	\$ 412.55
5	John Q. Hammons Hotels	VOICESTREAM	WE9212471	27223	00008705	NM-2138	JQH ALBUQUERQUE	5151 San Francisco NE	Albuquerque	NM	3%	1-Mar	\$ 19,867.57	\$ 21,889.48	\$ 336.99	\$ 336.99	\$ 336.99	\$ 336.99	\$ 336.99	\$ 336.99
6	John Q. Hammons Hotels	AT&T WIRELESS PCS INC	48958	27222	00008706	CO-2167	JQH - CHAMBERS	15500 E. 40th Ave.	Denver	CO	3%	1-Jul	\$ 25,073.83	\$ 25,073.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	John Q. Hammons Hotels	FIBERTOWER	92239	27224	00008706	CO-2167	JQH - CHAMBERS	15500 E. 40th Ave.	Denver	CO	3%	8-Mar	\$ 19,790.10	\$ 19,790.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	John Q. Hammons Hotels	VOICESTREAM PCS II CORP	SW009750	27225	00008706	CO-2167	JQH - CHAMBERS	15500 E. 40th Ave.	Denver	CO	3%	1-Jul	\$ 16,094.16	\$ 16,094.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	John Q. Hammons Hotels	CINGULAR INTERACTIVE LP	SW009767	27226	00008706	CO-2167	JQH - CHAMBERS	15500 E. 40th Ave.	Denver	CO	MTM		\$ 12,838.22	\$ 12,838.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	John Q. Hammons Hotels	NEXTEL COMMUNICATIONS	SW009783	27227	00008706	CO-2167	JQH - CHAMBERS	15500 E. 40th Ave.	Denver	CO	20%	end of term	\$ 25,816.66	\$ 25,816.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	John Q. Hammons Hotels	CLEARWIRE LLC	281207	27228	8708	CO-2213	JQH- FT COLLINS	425 W. Prospect Rd	Fort Collins	CO	4%	18-Aug	\$ 15,218.52	\$ 15,218.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	John Q. Hammons Hotels	VOICESTREAM PCS II CORP	SW016498	27229	8708	CO-2213	JQH- FT COLLINS	425 W. Prospect Rd	Fort Collins	CO	5%	11-Jul	\$ 15,840.81	\$ 15,840.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	John Q. Hammons Hotels	CLEARWIRE LLC	231977	27230	00008709	CA-3091	SEASIDE-EMBASSY SUITES	1441 Canyon Del Ray	Monterey	CA	4%	1-Aug	\$ 21,072.67	\$ 23,544.87	\$ 414.69	\$ 414.69	\$ 414.69	\$ 414.69	\$ 414.69	\$ 398.74
14	John Q. Hammons Hotels	AT&T WIRELESS SERVICES	WEB70901	27231	00008709	CA-3091	SEASIDE-EMBASSY SUITES	1441 Canyon Del Ray	Monterey	CA	3%	1-Sep	\$ 34,294.52	\$ 38,478.54	\$ 704.17	\$ 704.17	\$ 704.17	\$ 704.17	\$ 683.66	\$ 683.66
15	John Q. Hammons Hotels	SPRINT	WEB70902	27232	00008709	CA-3091	SEASIDE-EMBASSY SUITES	1441 Canyon Del Ray	Monterey	CA	5%	1-Feb	\$ 55,943.66	\$ 62,180.46	\$ 1,039.47	\$ 1,039.47	\$ 1,039.47	\$ 1,039.47	\$ 1,039.47	\$ 1,039.47
16	John Q. Hammons Hotels	SIRIUS XM RADIO INC	WEB70903	27233	00008709	CA-3091	SEASIDE-EMBASSY SUITES	1441 Canyon Del Ray	Monterey	CA	5%	1-Apr	\$ 45,046.76	\$ 50,036.24	\$ 831.58	\$ 831.58	\$ 831.58	\$ 831.58	\$ 831.58	\$ 831.58
17	John Q. Hammons Hotels	METROPICS CALIFORNIA, LLC	WEB70904	27234	00008709	CA-3091	SEASIDE-EMBASSY SUITES	1441 Canyon Del Ray	Monterey	CA	5%	15-Nov	\$ 50,719.86	\$ 56,735.56	\$ 1,039.46	\$ 1,016.37	\$ 989.97	\$ 989.97	\$ 989.97	\$ 989.97
18	John Q. Hammons Hotels	NEXTEL WEST CORP	WEB710N4	27235	00008710	OR-2120	PORTLAND-HOLIDAY INN	8439 N.E. Columbia Blvd.	Portland	OR	3%	30-Jun	\$ 32,403.02	\$ 35,887.26	\$ 580.71	\$ 580.71	\$ 580.71	\$ 580.71	\$ 580.71	\$ 580.71
19	John Q. Hammons Hotels	RCS COMMUNICATIONS GROUP	282966	27237	00023501	NC-2380	GREENSBORO NC	204 Centreport Dr	Greensboro	NC	5%	1-Mar	\$ 8,522.25	\$ 9,525.43	\$ 168.86	\$ 168.86	\$ 168.86	\$ 168.86	\$ 168.86	\$ 168.86
20	John Q. Hammons Hotels	BELL SOUTH MOBILITY INC	SE005774	27238	00023502	SC-2135	GREENVILLE NE SC	670 Verdae Boulevard (I-85 AND I-385)	Greenville	SC	4%	22-Apr	\$ 30,707.09	\$ 34,282.87	\$ 595.96	\$ 595.96	\$ 595.96	\$ 595.96	\$ 595.96	\$ 595.96
21	John Q. Hammons Hotels	SPRINT SPECTRUM REALTY COMPANY, LP	SE005781	27239	00023503	FL-2668	CARY NC1	Weston Parkway and Harrison Oaks	Cary	NC	5%	1-Apr	\$ 46,932.46	\$ 52,130.79	\$ 866.39	\$ 866.39	\$ 866.39	\$ 866.39	\$ 866.39	\$ 866.39
22	John Q. Hammons Hotels	TRITON PCS OPERATING	SE014035	27240	00023503	NC-2379	CARY NC1	Weston Parkway and Harrison Oaks	Cary	NC	5%	1-Mar	\$ 60,863.61	\$ 68,227.88	\$ 1,260.71	\$ 1,260.71	\$ 1,260.71	\$ 1,260.71	\$ 1,260.71	\$ 1,260.71
23	John Q. Hammons Hotels	METROPICS CALIFORNIA, LLC	117144	27241	00023504	FL-2668	CAMPUS HILL PARK	3706 Spectrum Boulevard	Tampa	FL	4%	30-Sep	\$ 28,010.78	\$ 31,272.80	\$ 554.21	\$ 554.21	\$ 554.21	\$ 533.60	\$ 532.89	\$ 532.89
24	John Q. Hammons Hotels	AT&T WIRELESS SERVICES	SE015777	27242	00023504	FL-2668	COMPUTER HILL PARK	3706 Spectrum Boulevard	Tampa	FL	4%	10-Nov	\$ 45,188.17	\$ 50,428.31	\$ 898.11	\$ 887.75	\$ 863.57	\$ 863.57	\$ 863.57	\$ 863.57
25	John Q. Hammons Hotels	VOICESTREAM	SW009787	27243	00030216	TX-2862	JQH-HOUSTON N/NE TX	9100 Gulf Freeway	Houston	TX	3%	1-Aug	\$ 39,438.85	\$ 43,800.84	\$ 730.55	\$ 730.55	\$ 730.55	\$ 730.55	\$ 730.55	\$ 709.27
26	John Q. Hammons Hotels	DENALI SPECTRUM OPERATIONS, LLC	246431	27245	00050486	WI-2137	HOLIDAY INN MADISON WEST	1313 JOHN Q. HAMMONS DRIVE	Madison	WI	4%	1-Oct	\$ 24,964.37	\$ 27,783.09	\$ 479.00	\$ 479.00	\$ 479.00	\$ 460.58	\$ 460.58	\$ 460.58
27	John Q. Hammons Hotels	AIRADIGM	MW009636	27246	00050486	WI-2137	HOLIDAY INN MADISON WEST	1313 JOHN Q. HAMMONS DRIVE	Madison	WI	4%	1-May	\$ 40,615.87	\$ 45,035.67	\$ 736.63	\$ 736.63	\$ 736.63	\$ 736.63	\$ 736.63	\$ 736.63
28	John Q. Hammons Hotels	PRIMECO PERSONAL COMMUNICATIONS	MW009637	27247	00050486	WI-2137	HOLIDAY INN MADISON WEST	1313 JOHN Q. HAMMONS DRIVE	Madison	WI	4%	1-Apr	\$ 23,277.84	\$ 26,277.65	\$ 499.97	\$ 499.97	\$ 499.97	\$ 499.97	\$ 499.97	\$ 499.97
29	John Q. Hammons Hotels	TELECORP PCS	MW024063	27248	00050486	WI-2137	HOLIDAY INN MADISON WEST	1313 JOHN Q. HAMMONS DRIVE	Madison	WI	5%	17-Jul	\$ 43,240.82	\$ 48,458.31	\$ 873.16	\$ 873.16	\$ 873.16	\$ 873.16	\$ 873.16	\$ 873.16
30													\$ 923,524.81	\$ 1,014,594.23						
31																				
32																				
33																				
34																				



	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV		
	12/1/2013	11/1/2013	10/1/2013	9/1/2013	8/1/2013	7/1/2013	6/1/2013	5/1/2013	4/1/2013	3/1/2013	2/1/2013	1/1/2013	12/1/2012	11/1/2012	10/1/2012	9/1/2012	8/1/2012	7/1/2012	6/1/2012	5/1/2012	4/1/2012	Aging Year Above	Switch from Tenant billing to Bill Owner JQH		
1																									
2	\$ 632.80	\$ 632.80	\$ 632.80	\$ 632.80	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 602.67	\$ 573.97	\$ 573.97	\$ 573.97	\$ 573.97	\$ 573.97	\$ 573.97	6,750.99	Feb-11	
3	\$ 833.05	\$ 833.05	\$ 833.05	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 801.01	\$ 770.20	\$ 770.20	\$ 770.20	\$ 770.20	\$ 770.20	\$ 770.20	\$ 770.20	4,621.20	Oct-11	
4	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 574.39	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	\$ 561.41	3,801.35	Sep-11	
5	\$ 356.38	\$ 356.38	\$ 356.38	\$ 356.38	\$ 356.38	\$ 348.72	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 339.41	\$ 332.11	\$ 323.25	\$ 323.25	\$ 323.25	\$ 323.25	3,210.19	Jun-11	
6	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 308.39	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	\$ 299.41	3,787.68	Mar-11	
7	\$ 552.90	\$ 552.90	\$ 552.90	\$ 552.90	\$ 552.90	\$ 552.90	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	\$ 536.80	3,126.96	Oct-11	
8	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 423.42	\$ 420.64	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	\$ 411.09	2,803.11	Sep-11	
9	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 370.29	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	\$ 359.50	1,396.12	Dec-11	
10	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	\$ 238.60	3,340.40	Feb-11	
11	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	\$ 518.40	5,181.00	Jun-11	
12	\$ 337.46	\$ 337.46	\$ 337.46	\$ 337.46	\$ 341.35	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 324.48	\$ 328.22	\$ 312.00	\$ 312.00	\$ 312.00	\$ 312.00	1,872.00	May-12	
13	\$ 649.44	\$ 649.44	\$ 649.44	\$ 649.44	\$ 649.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
14	\$ 368.66	\$ 368.66	\$ 368.66	\$ 368.66	\$ 368.66	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	\$ 354.48	2,044.57	Oct-11	
15	\$ 644.42	\$ 644.42	\$ 644.42	\$ 644.42	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	\$ 625.65	1,214.86	Feb-12	
16	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	\$ 897.93	8,225.94	Jun-11	
17	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	\$ 684.14	7,167.16	May-11	
18	\$ 897.93	\$ 877.97	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	\$ 855.17	4,829.81	Oct-11	
19	\$ 531.43	\$ 531.43	\$ 531.43	\$ 531.43	\$ 531.43	\$ 531.43	\$ 516.47	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	\$ 515.95	4,995.09	Jun-11	
20	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 145.87	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	\$ 138.92	800.42	Oct-11	
21	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 529.81	\$ 515.54	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	\$ 509.43	3,020.35	Oct-11	
22	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 748.42	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	\$ 712.78	7,467.24	May-11	
23	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,089.05	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	\$ 1,037.20	3,012.80	Jan-12	
24	\$ 492.69	\$ 492.69	\$ 492.69	\$ 474.37	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	\$ 473.74	4,392.17	Oct-11	
25	\$ 798.42	\$ 789.21	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	\$ 767.71	5,041.33	Sep-11	
26	\$ 668.55	\$ 668.55	\$ 668.55	\$ 668.55	\$ 668.55	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	\$ 649.08	3,119.32	Sep-11	
27	\$ 425.83	\$ 425.83	\$ 425.83	\$ 425.83	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	\$ 409.45	6,533.78	May-11	
28	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 654.86	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	\$ 623.68	4,392.17	Oct-11	
29	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 444.47	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	\$ 427.37	4,104.84	Oct-11	
30	\$ 754.27	\$ 754.27	\$ 754.27	\$ 754.27	\$ 754.27	\$ 735.73	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	\$ 718.35	4,104.84	Oct-11	
31																									
32																									
33																									
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# District of Kansas Claims Register

[16-21140 The Revocable Trust of John Q. Hammons dated Decem](#)

**Judge:** Robert D. Berger

**Chapter:** 11

**Office:** Kansas City

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (8629999)  
American Towers L.L.C.  
c/o McElroy, Deutsch, Mulvaney  
& Carpent  
Attn: Jeffrey Bernstein, Esq.  
570 Broad Street  
Newark, NJ 07102

**Claim No:** 12  
*Original Filed*  
*Date:* 12/21/2016  
*Original Entered*  
*Date:* 12/21/2016

*Status:*  
*Filed by:* CR  
*Entered by:* Jeffrey Bernstein  
*Modified:*

Amount claimed: \$923584.81

*History:*

[Details](#) [12-1](#) 12/21/2016 Claim #12 filed by American Towers L.L.C., Amount claimed: \$923584.81 (Bernstein, Jeffrey )

*Description:*

*Remarks:* (12-1) Secured - Please see addendum

## Claims Register Summary

**Case Name:** The Revocable Trust of John Q. Hammons dated Decem

**Case Number:** 16-21140

**Chapter:** 11

**Date Filed:** 06/26/2016

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$923584.81
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

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

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		

