

Fill in this information to identify the case:

Debtor 1 John Q Hammons Fall 2006, LLC

Debtor 2 (Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: District of Kansas

Case number 16-21142

RECEIVED  
DEC 27 2016  
BMC GROUP

Official Form 410

Proof of Claim

04/16

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor? Corporation Service Company, Michelle A. Dreyer and William Popeo  
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?**

Eric J. Monzo, Esq., Morris James LLP  
Name  
500 Delaware Ave., Suite 1500  
Number Street  
Wilmington DE 19801  
City State ZIP Code  
Contact phone 302-888-6800  
Contact email emonzo@morrisjames.com

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

CSC, c/o Michelle A. Dreyer  
Name  
2711 Centerville Road, Suite 400  
Number Street  
Wilmington DE 19808  
City State ZIP Code  
Contact phone 302-636-5806  
Contact email michelle.dreyer@cscglobal.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
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4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

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

JQH Ctl ID  
00471

**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? \$ undetermined. 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.  
  
Indemnification by Debtor. See attached.

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

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

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

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

No

Yes. Check one:

Amount entitled to priority

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

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

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

Michelle A. Dreyer  
Signature

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

Name Michelle A. Dreyer  
First name Middle name Last name

Title Manager, Independent Director Services

Company Corporation Service Company  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2711 Centerville Road, Suite 400  
Number Street

Wilmington DE 19808  
City State ZIP Code

Contact phone 302-636-5806 Email michelle.dreyer@cscglobal.com

ATTACHMENT TO PROOF OF CLAIM

Corporation Service Company, together with individuals Michelle A. Dreyer and William Popeo (collectively, the “Independent Directors”), submit this proof of claim against the above-referenced Debtor in an as yet undetermined amount. The claim is for indemnification and reimbursement, pursuant to the agreement(s) attached hereto, owed to the independent directors of the Debtor, in the event that any claim or cause of action is asserted against them in connection with any actions taken or omissions made by them in their capacity as Director(s) of the Debtor.

The Debtor’s indemnification obligation arises from its operating agreement and from the Independent Manager’s Contracts and the Indemnification Agreements attached hereto.

The Independent Directors reserve the right to amend this Proof of Claim in the event that other facts or circumstances arise which create a more specific right and need for indemnification.

## Independent Manager/Springing Member's Contract

THIS AGREEMENT (The "Agreement") is made as of the \_\_ day of September 2006 and is by and between John Q Hammons Fall 2006, LLC, a Delaware limited liability company (hereinafter referred to as "Company") and Michelle A. Dreyer (hereinafter referred to as "Manager").

### BACKGROUND

Company desires to retain Manager for the duties of Independent Manager and Manager desires to be retained for such position and to perform the duties required of such position in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration for the above recited promises and the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, Company and Manager hereby agree as follows:

1. **DUTIES.** The Company hereby requires that the Manager is available to perform such duties as Independent Manager as may be determined and assigned by the Member of the Company and the Company's Limited Liability Company Agreement. Manager agrees to devote as much time as is necessary to perform completely the duties as Independent Manager of the Company.

2. **TERM.** Except in the case of early termination, as hereinafter specifically provided, the term of this Agreement shall commence as of September \_\_, 2006 and shall continue for an indefinite period.

3. **COMPENSATION.** For all services to be rendered by Manager in any capacity hereunder, the Company agrees to pay Manager a base fee of \$800 per year payable in advance. The initial year's base fee is considered earned when paid and is nonrefundable. The initial year's payment is due upon execution of this Agreement; thereafter, payment shall be due on or before the anniversary date of this contract, each succeeding year that this contract is in effect. Such fee may be adjusted from time to time as agreed by the parties. Manager attendance at any meetings outside of the greater Wilmington area will be compensated at a mutually agreed upon rate.

4. **EXPENSES.** In addition to the compensation provided in paragraph 3 hereof, the Company will reimburse Manager for pre-approved reasonable business related expenses incurred in good faith in the performance of Manager's duties for the Company. Such payments shall be made by the Company upon submission by the Manager of a signed statement itemizing the expenses incurred. Such statement shall be accompanied by sufficient documentary matter to support the expenditures.

5. **CONFIDENTIALITY.** The Company and Manager each acknowledge that, in order for the intents and purposes of this Agreement to be accomplished, Manager shall necessarily be obtaining

access to certain confidential information concerning the Company and its affairs, including, but not limited to business methods, information systems, financial data and strategic plans which are unique assets of the Company ("Confidential Information"). Manager covenants not to, either directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity any Confidential Information.

**6. NOTICE OF MATERIAL ADVERSE CHANGE IN FINANCIAL CONDITION OF THE COMPANY.** The Company shall notify Manager in writing, at the earliest practicable time, of any material adverse change in the financial condition of the Company.

**7. TERMINATION.** With or without cause, the Company and Manager may each terminate this Agreement at any time upon ten (10) days written notice, and the Company shall be obligated to pay to Manager the compensation and expenses due up to the date of the termination. If termination occurs prior to the anniversary date of any year after the first year of this agreement, the Company shall be entitled to receive, upon written request by the Company, a prorated refund of the portion of the base fee that relates to the period after the termination date. Such written request must be submitted within ninety (90) days of the termination date. Nothing contained herein or omitted herefrom shall prevent the member(s) of the Company from removing Manager with immediate effect at any time for any reason.

**8. INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless Manager, to the full extent allowed by the law of the State of Delaware, and as provided by, or granted pursuant to, any charter provision, operating agreement provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of members or disinterested managers or otherwise, both as to action in Manager's official capacity and as to action in another capacity while holding such office.

**9. EFFECT OF WAIVER.** The waiver by either party of the breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

**10. NOTICE.** Any and all notices referred to herein shall be sufficient if furnished in writing at the following addresses:

To the Company: John Q Hammons Fall 2006, LLC  
300 John Q. Hammons Pkwy, Suite 900  
Springfield, MO 65806

To Manager: Michelle A. Dreyer  
CSC Entity Services, LLC  
2711 Centerville Rd, 3<sup>rd</sup> Floor  
Wilmington, DE 19808

11. **ARBITRATION.** Any dispute or claim arising out of, or relating to, this Agreement or any breach thereof, with the sole exception of any dispute or claim arising out of, or relating to, indemnification and advancement rights of Manager, shall be submitted to binding arbitration which shall take place at Wilmington, Delaware, in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered may be entered in any court having jurisdiction over the dispute. The agreement to arbitrate herein recited is based upon mutual consideration exchanged between the parties hereto, and is irrevocable. The award of the arbitrators shall be rendered by majority agreement and shall constitute a final resolution of the dispute or claim on questions of both law and fact pertaining to the dispute or claim submitted hereunder.

12. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of Delaware without reference to that state's conflicts of laws principles.

13. **ASSIGNMENT.** The rights and benefits of the Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of the Manager under this Agreement are personal and therefore Manager may not assign any right or duty under this Agreement without the prior written consent of the Company.

14. **MISCELLANEOUS.** (a) If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein; (b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

15. **ARTICLE HEADINGS.** The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

**[Signature page 1 of 2 to Independent Manager/Springing Member's Contract  
Re: John Q Hammons Fall 2006, LLC]**

IN WITNESS WHEREOF, the parties hereto have caused this Independent Manager's Contract to be duly executed and signed as of the day and year first above written.

JOHN Q HAMMONS FALL 2006, LLC

BY: 

Name: JOHN Q. HAMMONS

Title: TRUSTEE

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**[Signature page 2 of 2 to Independent Manager/Spring Member's Contract  
Re: John Q Hammons Fall 2006 LLC]**

INDEPENDENT MANAGER/SPRINGING MEMBER

BY: Michelle A. Dreyer  
Michelle A. Dreyer

## **Indemnification Agreement**

This Agreement is made as of the \_\_ day of September 2006, by and between John Q Hammons Fall 2006, LLC ("Indemnitor") and Michelle A. Dreyer (Indemnitee").

### **DEFINITIONS**

**Company** John Q Hammons Fall 2006, LLC

**Expenses**

All expenses, including reasonable attorneys' fees and experts' fees, incurred in defense of or as a witness in a civil or criminal action, suit or proceeding (including an action by or in respect of the Company) and including investigations by any government agency. Expenses include all costs and charges incurred in preparation for any threatened action, suit or proceeding, and appeals therefrom.

**Losses**

Damages, judgments, fines, penalties and amounts paid in settlement incurred by Indemnitee in defending any civil or criminal action, suit or proceeding, including investigations by any government agency.

**Asserted Liability**

Any demand, claim or circumstance, which would give rise to a claim or the commencement (or the threatened commencement) of any action, proceeding or investigation that may result in Losses which are subject to indemnification hereunder.

### **AGREEMENT**

Indemnitor wishes Indemnitee to serve as an Independent Manager of the Company and has requested that Indemnitee do so, and Indemnitee has agreed to serve in such capacity under certain circumstances. In order to induce Indemnitee to serve as an Independent Manager and in consideration of Indemnitee's service in such capacity, Indemnitor hereby agrees to indemnify Indemnitee as follows:

1. Indemnification.

(a) Indemnitor shall pay on behalf of Indemnitee and his/her estate, heirs, legal representatives or assigns any amount which Indemnitee becomes legally obligated to pay on account of (i) any claim(s) made against him/her for any error, misstatement or misleading statement, act or omission, or neglect or breach of duty committed, attempted or allegedly committed or attempted by Indemnitee in the discharge of his/her duties in his/her capacity of Independent Manager or (ii) any matter claimed against him/her by reason of his/her serving in such capacity (including an action by or in the right of the Company); provided that Indemnitor shall have no obligation to indemnify Indemnitee to the extent of loss arising from the willful misconduct or self-dealing of the Indemnitee. The payments which Indemnitor shall be obligated to make hereunder shall include, but not be limited to, Expenses and Losses, so long as Indemnitee is otherwise entitled to be indemnified hereunder in respect of losses, action, suit or proceeding.

(b) Promptly after receipt by Indemnitee of notice of any Asserted Liability that may result in Losses, which are subject to indemnification hereunder, Indemnitee shall give notice thereof to Indemnitor.

2. Advance of Expenses. Expenses shall be promptly paid by Indemnitor in advance of the final disposition of any action upon receipt of an unsecured commitment by Indemnitee to repay amounts so advanced if it shall ultimately and finally be determined that Indemnitee is not entitled to be indemnified pursuant to this Agreement. In a suit brought by Indemnitee to enforce a right to advances, it shall not be a defense that he/she has not met the applicable standard of conduct set forth in Delaware law with regard to indemnification.

3. Enforcement. If a claim under this Agreement is not paid promptly by Indemnitor, the Indemnitee may bring suit against Indemnitor to recover the unpaid amount of the claim and, if successful, in whole or in part, the Indemnitee shall be entitled to be paid also the expense of prosecuting such claim (including attorney's fees and other expenses).

4. Subrogation. In the event of payment under this Agreement, Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee.

5. Reimbursement. If it is ultimately and finally determined that Indemnitee would not be permitted to be indemnified under the terms of this Agreement or applicable law, Indemnitor shall be entitled to be reimbursed by Indemnitee for all amounts advanced or paid; provided that any obligation to reimburse Indemnitor shall be deferred until the conclusion of any legal proceedings to determine whether such reimbursement is legally required.

6. **Effectiveness.** All agreements and obligations of Indemnitor contained herein shall continue during the period Indemnatee is an Independent Manager of the Company and shall continue thereafter so long as Indemnatee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that Indemnatee was a Independent Manager of the Company.
7. **Successors.** This Agreement shall be binding upon all successors-in-interest to Indemnitor and shall inure to the benefit of the heirs, personal representatives and estate of Indemnatee.
8. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and shall be construed so as to give effect to the intent of the parties that Indemnitor provide protection to Indemnatee to the fullest enforceable extent.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.
10. **Other Rights.** The rights of the Indemnatee hereunder shall be in addition to, and not in limitation of (or in any way limited by) any other rights the Indemnatee may have under the certificate of formation or operating agreement or any other agreement, under the appropriate law, or otherwise, it being understood that the rights set forth hereunder may be enhanced but in no event shall be diminished in any way.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with Delaware law, but without reference to the conflicts of laws principles of that jurisdiction.

**[remainder of this page intentionally left blank]**

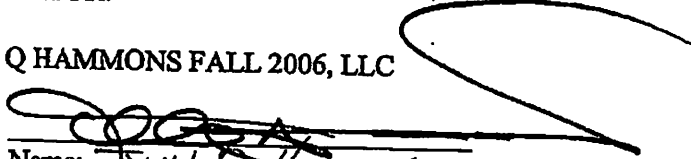
[Signature page 1 of 2 to Indemnification Agreement  
Re: John Q Hammons Fall 2006, LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be duly executed and signed as of the day and year first above written.

INDEMNITOR:

JOHN Q HAMMONS FALL 2006, LLC

By:

  
Name: John Q. Hammons  
Title: TRUSTEE

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**[Signature page 2 of 2 to Indemnification Agreement  
Re: John Q Hammons Fall 2006 LLC]**

INDEMNITEE:

Michelle A. Dreyer  
Michelle A. Dreyer



January 22, 2010

Carrie Bellm  
John Q. Hammons Industries  
300 John Q. Hammons Pkwy Suite 900  
Springfield, MO 65806

**Re: John Q Hammons Fall 2006, LLC**

I, William Popeo, hereby accept and agree as successor to Cheryl Tussie my appointment to John Q Hammons Fall 2006, LLC under the Service Agreement providing Independent Director, Independent Manager and/or Springing Member (individually or collectively "Independent Director") services, effective January 8, 2010.

I hereby authorize this acceptance letter to be attached to the Limited Liability Company's Operating Agreement ("Operating Agreement") for the limited purpose of (i) accepting my appointment as an Independent Director; and (iii) accepting and agreeing to be bound by all of the terms and provisions of the Operating Agreement applicable to the role of Independent Director.

William Popeo

## Independent Manager's Contract

THIS AGREEMENT (The "Agreement") is made as of the \_\_\_ day of September 2006 and is by and between John Q Hammons Fall 2006, LLC, a Delaware limited liability company (hereinafter referred to as "Company") and Cheryl A. Tussie (hereinafter referred to as "Manager").

### BACKGROUND

Company desires to retain Manager for the duties of Independent Manager and Manager desires to be retained for such position and to perform the duties required of such position in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration for the above recited promises and the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, Company and Manager hereby agree as follows:

1. **DUTIES.** The Company hereby requires that the Manager is available to perform such duties as Independent Manager as may be determined and assigned by the Member of the Company and the Company's Limited Liability Company Agreement. Manager agrees to devote as much time as is necessary to perform completely the duties as Independent Manager of the Company.

2. **TERM.** Except in the case of early termination, as hereinafter specifically provided, the term of this Agreement shall commence as of September \_\_, 2006 and shall continue for an indefinite period.

3. **COMPENSATION.** For all services to be rendered by Manager in any capacity hereunder, the Company agrees to pay Manager a base fee of \$800 per year payable in advance. The initial year's base fee is considered earned when paid and is nonrefundable. The initial year's payment is due upon execution of this Agreement; thereafter, payment shall be due on or before the anniversary date of this contract, each succeeding year that this contract is in effect. Such fee may be adjusted from time to time as agreed by the parties. Manager attendance at any meetings outside of the greater Wilmington area will be compensated at a mutually agreed upon rate.

4. **EXPENSES.** In addition to the compensation provided in paragraph 3 hereof, the Company will reimburse Manager for pre-approved reasonable business related expenses incurred in good faith in the performance of Manager's duties for the Company. Such payments shall be made by the Company upon submission by the Manager of a signed statement itemizing the expenses incurred. Such statement shall be accompanied by sufficient documentary matter to support the expenditures.

5. **CONFIDENTIALITY.** The Company and Manager each acknowledge that, in order for the intents and purposes of this Agreement to be accomplished, Manager shall necessarily be obtaining

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access to certain confidential information concerning the Company and its affairs, including, but not limited to business methods, information systems, financial data and strategic plans which are unique assets of the Company ("Confidential Information"). Manager covenants not to, either directly or indirectly, in any manner, utilize or disclose to any person, firm, corporation, association or other entity any Confidential Information.

**6. NOTICE OF MATERIAL ADVERSE CHANGE IN FINANCIAL CONDITION OF THE COMPANY.** The Company shall notify Manager in writing, at the earliest practicable time, of any material adverse change in the financial condition of the Company.

**7. TERMINATION.** With or without cause, the Company and Manager may each terminate this Agreement at any time upon ten (10) days written notice, and the Company shall be obligated to pay to Manager the compensation and expenses due up to the date of the termination. If termination occurs prior to the anniversary date of any year after the first year of this agreement, the Company shall be entitled to receive, upon written request by the Company, a prorated refund of the portion of the base fee that relates to the period after the termination date. Such written request must be submitted within ninety (90) days of the termination date. Nothing contained herein or omitted herefrom shall prevent the member(s) of the Company from removing Manager with immediate effect at any time for any reason.

**8. INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless Manager, to the full extent allowed by the law of the State of Delaware, and as provided by, or granted pursuant to, any charter provision, operating agreement provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of members or disinterested managers or otherwise, both as to action in Manager's official capacity and as to action in another capacity while holding such office.

**9. EFFECT OF WAIVER.** The waiver by either party of the breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

**10. NOTICE.** Any and all notices referred to herein shall be sufficient if furnished in writing at the following addresses:

To the Company: John Q Hammons Fall 2006, LLC  
300 John Q. Hammons Pkwy, Suite 900  
Springfield, MO 65806

To Manager: Cheryl A. Tussie  
CSC Entity Services, LLC  
2711 Centerville Rd, 3<sup>rd</sup> Floor  
Wilmington, DE 19808

11. **ARBITRATION.** Any dispute or claim arising out of, or relating to, this Agreement or any breach thereof, with the sole exception of any dispute or claim arising out of, or relating to, indemnification and advancement rights of Manager, shall be submitted to binding arbitration which shall take place at Wilmington, Delaware, in accordance with the Rules of the American Arbitration Association; and judgment upon the award rendered may be entered in any court having jurisdiction over the dispute. The agreement to arbitrate herein recited is based upon mutual consideration exchanged between the parties hereto, and is irrevocable. The award of the arbitrators shall be rendered by majority agreement and shall constitute a final resolution of the dispute or claim on questions of both law and fact pertaining to the dispute or claim submitted hereunder.

12. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of Delaware without reference to that state's conflicts of laws principles.

13. **ASSIGNMENT.** The rights and benefits of the Company under this Agreement shall be transferable, and all the covenants and agreements hereunder shall inure to the benefit of, and be enforceable by or against, its successors and assigns. The duties and obligations of the Manager under this Agreement are personal and therefore Manager may not assign any right or duty under this Agreement without the prior written consent of the Company.

14. **MISCELLANEOUS.** (a) If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein; (b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

15. **ARTICLE HEADINGS.** The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

[Signature page 1 of 2 to Independent Manager's Contract  
Re: John Q Hammons Fall 2006, LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Independent Manager's Contract to be duly executed and signed as of the day and year first above written.

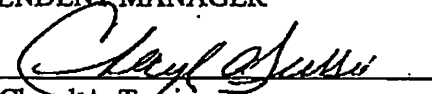
JOHN Q HAMMONS FALL 2006, LLC

BY:

  
Name: *John Q. Hammons*  
Title: *TRUSTEE*

**[Signature page 2 of 2 to Independent Manager's Contract  
Re: John Q Hammions Fall 2006 LLC]**

INDEPENDENT MANAGER

BY:   
Cheryl A. Tussie

## **Indemnification Agreement**

This Agreement is made as of the \_\_ day of September 2006, by and between John Q Hammons Fall 2006, LLC ("Indemnitor") and Cheryl A. Tussie (Indemnitee").

### **DEFINITIONS**

**Company**     John Q Hammons Fall 2006, LLC

**Expenses**

All expenses, including reasonable attorneys' fees and experts' fees, incurred in defense of or as a witness in a civil or criminal action, suit or proceeding (including an action by or in respect of the Company) and including investigations by any government agency. Expenses include all costs and charges incurred in preparation for any threatened action, suit or proceeding, and appeals therefrom.

**Losses**

Damages, judgments, fines, penalties and amounts paid in settlement incurred by Indemnitee in defending any civil or criminal action, suit or proceeding, including investigations by any government agency.

**Asserted Liability**

Any demand, claim or circumstance, which would give rise to a claim or the commencement (or the threatened commencement) of any action, proceeding or investigation that may result in Losses which are subject to indemnification hereunder.

### **AGREEMENT**

Indemnitor wishes Indemnitee to serve as an Independent Manager of the Company and has requested that Indemnitee do so, and Indemnitee has agreed to serve in such capacity under certain circumstances. In order to induce Indemnitee to serve as an Independent Manager and in consideration of Indemnitee's service in such capacity, Indemnitor hereby agrees to indemnify Indemnitee as follows:

1. Indemnification.

- (a) Indemnitor shall pay on behalf of Indemnitee and his/her estate, heirs, legal representatives or assigns any amount which Indemnitee becomes legally obligated to pay on account of (i) any claim(s) made against him/her for any error, misstatement or misleading statement, act or omission, or neglect or breach of duty committed, attempted or allegedly committed or attempted by Indemnitee in the discharge of his/her duties in his/her capacity of Independent Manager or (ii) any matter claimed against him/her by reason of his/her serving in such capacity (including an action by or in the right of the Company); provided that Indemnitor shall have no obligation to indemnify Indemnitee to the extent of loss arising from the willful misconduct or self-dealing of the Indemnitee. The payments which Indemnitor shall be obligated to make hereunder shall include, but not be limited to, Expenses and Losses, so long as Indemnitee is otherwise entitled to be indemnified hereunder in respect of losses, action, suit or proceeding.
- (b) Promptly after receipt by Indemnitee of notice of any Asserted Liability that may result in Losses, which are subject to indemnification hereunder, Indemnitee shall give notice thereof to Indemnitor.

2. Advance of Expenses. Expenses shall be promptly paid by Indemnitor in advance of the final disposition of any action upon receipt of an unsecured commitment by Indemnitee to repay amounts so advanced if it shall ultimately and finally be determined that Indemnitee is not entitled to be indemnified pursuant to this Agreement. In a suit brought by Indemnitee to enforce a right to advances, it shall not be a defense that he/she has not met the applicable standard of conduct set forth in Delaware law with regard to indemnification.
3. Enforcement. If a claim under this Agreement is not paid promptly by Indemnitor, the Indemnitee may bring suit against Indemnitor to recover the unpaid amount of the claim and, if successful, in whole or in part, the Indemnitee shall be entitled to be paid also the expense of prosecuting such claim (including attorney's fees and other expenses).
4. Subrogation. In the event of payment under this Agreement, Indemnitor shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee.
5. Reimbursement. If it is ultimately and finally determined that Indemnitee would not be permitted to be indemnified under the terms of this Agreement or applicable law, Indemnitor shall be entitled to be reimbursed by Indemnitee for all amounts advanced or paid; provided that any obligation to reimburse Indemnitor shall be deferred until the conclusion of any legal proceedings to determine whether such reimbursement is legally required.

6. **Effectiveness.** All agreements and obligations of Indemnitor contained herein shall continue during the period Indemnitee is an Independent Manager of the Company and shall continue thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, by reason of the fact that Indemnitee was a Independent Manager of the Company.
7. **Successors.** This Agreement shall be binding upon all successors-in-interest to Indemnitor and shall inure to the benefit of the heirs, personal representatives and estate of Indemnitee.
8. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and shall be construed so as to give effect to the intent of the parties that Indemnitor provide protection to Indemnitee to the fullest enforceable extent.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.
10. **Other Rights.** The rights of the Indemnitee hereunder shall be in addition to, and not in limitation of (or in any way limited by) any other rights the Indemnitee may have under the certificate of formation or operating agreement or any other agreement, under the appropriate law, or otherwise, it being understood that the rights set forth hereunder may be enhanced but in no event shall be diminished in any way.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with Delaware law, but without reference to the conflicts of laws principles of that jurisdiction.

[remainder of this page intentionally left blank]

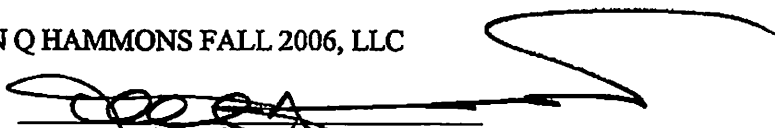
**[Signature page 1 of 2 to Indemnification Agreement  
Re: John Q Hammons Fall 2006, LLC]**

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be duly executed and signed as of the day and year first above written.

INDEMNITOR:

JOHN Q HAMMONS FALL 2006, LLC

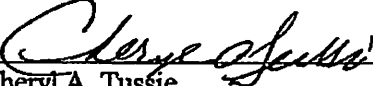
By:

  
Name: John Q. Hammons  
Title: TRUSTEE



**[Signature page 2 of 2 to Indemnification Agreement  
Re: John Q Hammons Fall 2006 LLC]**

INDEMNITEE:

  
Cheryl A. Tussie

# Morris James LLP

Eric J. Monzo  
302.888.5848  
emonzo@morrisjames.com

December 22, 2016

## VIA FEDERAL EXPRESS

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

**Re: John Q. Hammons Fall 2006, LLC, Case No. 16-21142 (Jointly Administered) (U.S. Bankr. D. Kansas)**

To Whom It May Concern:

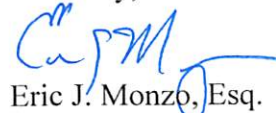
Enclosed please find one (1) original and one (1) copy of the independent directors/managers' proofs of claim, which should be filed in the below cases:

1. John Q. Hammons Fall 2006, LLC (Case No. 16-21142)
2. John Q. Hammons Hotels Development, LLC (Case No. 16-21144)
3. ACLOST, LLC (Case No. 16-21145)
4. JQH-Concord Development, LLC (Case No. 16-21150)
5. Hammons of Huntsville, LLC (Case No. 16-21154)
6. JQH-Glendale, AZ Development, LLC (Case No. 16-21169)
7. Hammons of Rogers, Inc. (Case No. 16-21173)
8. JQH-Allen Development, LLC (Case No. 16-21174)
9. JQH-Kansas City Development, LLC (Case No. 16-21177)
10. JQH-Norman Development, LLC (Case No. 16-21180)
11. Chateau Lake, LLC (Case No. 16-21183)
12. JQH-Murfreesboro Development, LLC (Case No. 16-21191)
13. Hammons of Richardson, LLC (Case No. 16-21208)
14. Hammons of Franklin, LLC (Case No. 16-21210)

Please date stamp the copies of the proofs of claim, and return it to me in the enclosed self-addressed envelope. Thank you for your cooperation in this matter.

If you have any questions with respect to the foregoing, please do not hesitate to contact me.

Sincerely,

  
Eric J. Monzo, Esq.

Encl.

ORIGIN ID:ZWA (302) 888-5848  
ERIC J. MONZO  
MORRIS JAMES LLP  
500 DELAWARE AVENUE  
SUITE 1500  
WILMINGTON, DE 19801  
UNITED STATES US

SHIP DATE: 22DEC16  
ACTWGT: 5.00 LB  
CAD: 9757435/INET3790

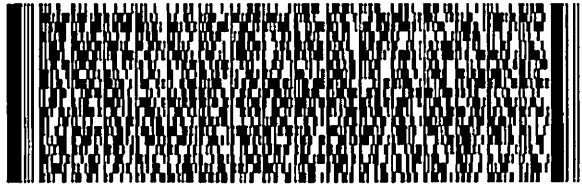
BILL SENDER

TO JOHN Q. HAMMONS CLAIMS PROCESSING  
BMC GROUP, INC.  
3732 W 120TH STREET

544J1D42F114EB

HAWTHORNE CA 90250

(302) 888-5848 REF: 126900-0002  
INV. PO. DEPT.



FedEx Express



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FRI - 23 DEC 3:00P  
STANDARD OVERNIGHT

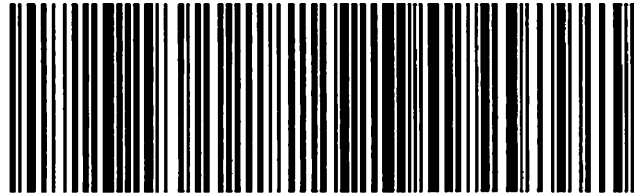
TRK# 7780 2745 9750  
0201

ASR

90250

CA-US LAX

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DEC 27 2016

BMC GROUP

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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# District of Kansas Claims Register

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

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

<p><i>Creditor:</i> (8633650)          Corporation Service Company          Michelle A. Dreyer and William          Popeo          Eric J. Monzo, Esq., Morris          James LLP          500 Delaware Ave., Suite 1500          Wilmington, DE 19801</p>	<p><b>Claim No: 649</b>  <i>Original Filed</i>  <i>Date:</i> 12/28/2016  <i>Original Entered</i>  <i>Date:</i> 12/28/2016</p>	<p><i>Status:</i>  <i>Filed by:</i> CR  <i>Entered by:</i> Terri Marshall  <i>Modified:</i></p>
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Amount claimed: \$0.00

*History:*

[Details](#)    [649-1](#)    12/28/2016 Claim #649 filed by Corporation Service Company, Amount claimed: \$0.00 (Marshall, Terri )

*Description:* (649-1) Indemnification by Debtor

*Remarks:* (649-1) amount is "undetermined"

## 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

<b>Total Amount Claimed*</b>	\$0.00
<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>		