

Fill in this information to identify the case:

Debtor 1 Hammons of Rogers, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: District of Kansas

Case number 16-21173

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DEC 27 2016

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Official Form 410

Proof of Claim

04/16

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Corporation Service Company, Michelle A. Dreyer and Suzanne M. Hay</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Eric J. Monzo, Esq., Morris James LLP</u> Name <u>500 Delaware Ave., Suite 1500</u> Number Street <u>Wilmington DE 19801</u> City State ZIP Code Contact phone <u>302-888-6800</u> Contact email <u>emonzo@morrisjames.com</u>	Where should payments to the creditor be sent? (if different) <u>CSC, c/o Michelle A. Dreyer</u> Name <u>2711 Centerville Road, Suite 400</u> Number Street <u>Wilmington DE 19808</u> City State ZIP Code Contact phone <u>302-636-5806</u> Contact email <u>michelle.dreyer@cscglobal.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

JOH CH ID
00477

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:

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

Amount entitled to priority

\$ _____

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 Suzanne M. Hay (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 by-laws and from the Service Agreement 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.

SERVICE AGREEMENT

This Service Agreement ("Agreement") is effective as of May __, 2007 (the "Effective Date") by and between Hammons of Rogers, Inc. (the "Company") and Corporation Service Company, a Delaware corporation ("CSC").

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and the mutual benefits hereby provided, the parties hereto hereby agree as follows:

1. The Company hereby retains CSC to identify and provide individuals, as identified on Exhibit A to this Agreement, (individually and collectively, the "Independent Director") to serve as a member of the Board of Directors (the "Board") of the Company, subject to the terms and conditions of the Agreement. Independent Director shall be an employee of CSC and shall devote such time as is reasonably necessary to perform such duties of an independent outside director as may be required, subject to the duties, terms and conditions set forth in the Company's certificate of incorporation and bylaws and this Agreement. In the event an Independent Director provided by CSC is at any time unable to serve the Company, including if such Independent Director shall have ceased to be an employee of CSC for any reason, CSC shall identify and provide a substitute Independent Director, subject to the terms and conditions of this Agreement. It is expressly understood by the Company that neither Independent Director nor any other employee of CSC shall serve as an officer of the Company and that any Independent Director identified and provided by CSC shall at all times constitute only a minority of the Board. The Company promptly shall (i) take all appropriate acts under its certificate of incorporation and bylaws to duly appoint Independent Director to the Board, (ii) provide the Independent Director written notice of any material adverse change in the Company's business or financial condition or any threatened or pending action, suit or proceeding involving the Company, (iii) provide the Independent Director notice of all meetings of the Board of Directors, including an agenda of items to be considered, (iv) provide the Independent Director a copy of all minutes of meetings, as well as written consents, of the Board of Directors and (v) provide the Independent Director any other documents, information or advice reasonably requested by Independent Director in connection with his or her duties to the Company.

2. The Company shall pay CSC a non-refundable base fee of \$2,000 per year, which is payable in advance (the "Annual Fee"). The initial year's Annual Fee shall be payable within fifteen (15) business days of the Effective Date and each subsequent Annual Fee shall be due on or before the twelve (12) month anniversary of the Effective Date ("Anniversary Date"). CSC reserves the right to review and adjust the Annual Fee on an annual basis in conjunction with the Anniversary Date. The Company shall also promptly reimburse CSC or Independent Director, as applicable, for any reasonable expense relating to this Agreement or the services of Independent Director, including, but not limited to (i) fees and expenses associated with attending meetings of the Board of Directors and (ii) engaging legal counsel or other advisors retained by Independent Director or CSC on behalf of Independent Director. In the event that CSC or Independent Director is requested to render any services of an

unanticipated or extraordinary nature, CSC shall be entitled to additional compensation in an amount agreed to by the parties.

3. Neither CSC nor its affiliates, including Independent Director, shall disclose to any person or entity (other than advisors, independent legal counsel and affiliates of CSC or Independent Director) any confidential information concerning the Company unless required by applicable law, regulation, legal process or court to disclose or make available any such confidential information in which case (i) Independent Director shall give the Company prompt notice of such required disclosure and (ii) the Company agrees that Independent Director may make such required disclosure without liability. In furtherance of the foregoing, CSC shall, and shall cause its directors, managers, officers, employees and advisors, including Independent Director, to use reasonable care in protecting any such confidential information.
4. In the event any matter comes before the Board for its consideration, the Company agrees to provide Independent Director with such information, and other assistance, necessary to investigate and perform adequate due diligence prior to Independent Director taking action on such matter. Such due diligence may include the engagement of independent legal counsel or other advisors to provide additional advice and assistance to Independent Director at a cost to the Company.
5. In the event that the Company has directors' and officers' liability insurance for any directors or officers of the Company, the Company shall name Independent Director, or any substitute Independent Director, as provided for in paragraph 1 of this Agreement, as an agent of CSC, as an insured under such policy promptly following the Effective Date on terms no less favorable than is provided to other directors and officers of the Company and, upon request, deliver a certificate to CSC evidencing such coverage. The Company shall notify CSC of any termination or material changes to such insurance coverage, including changes in the amount or conditions of coverage.
6. The Company shall indemnify, defend and hold harmless CSC, its affiliated companies, and all of such companies' current and former employees, agents, officers, managers and directors, including Independent Director (each, an "Indemnified Party") to the fullest extent provided by law from any claim, action or proceeding arising from or related to this Agreement or any services performed or omitted to have been performed by CSC or Independent Director for the Company. The Company shall advance all reasonable fees and expenses (including for separate independent legal counsel) as they are incurred by an Indemnified Party relating to any claim, action or proceeding, including with respect to enforcement of an Indemnified Party's rights to indemnification. The Company shall (i) bear the burden of proof that an Indemnified Party is not entitled to indemnification which determination shall be made by disinterested directors of the Company or independent legal counsel and (ii) be subrogated to an Indemnified Party with respect to any indemnification payment. If an Indemnified Party is entitled to some or a portion of the expenses, judgments, fines or other payments but not for the total amount thereof, the Company shall nevertheless indemnify the Indemnified Party for the portion thereof to which they are entitled. The Company, on its own behalf or on behalf of its affiliates, agrees (i) not to file any complaint, proceeding, lawsuit, or

other legal or equitable action against an Indemnified Party based upon or arising out of any of the services provided by CSC or Independent Director hereunder, other than for reason of alleged bad faith, willful misconduct or fraud and (ii) that no Indemnified Party shall have any liability for any act or omission taken or omitted by an Indemnified Party arising from or related to this Agreement or any services provided by CSC or Independent Director except to the extent any loss, claim or damage is found in a final judgment by a court to have resulted from an Indemnified Party's bad faith, willful misconduct or fraud and then the Indemnified Party shall only be liable to the Company, its stockholders or any other person for actual damages incurred and shall not be liable for lost profits, third-party claims or consequential, punitive or exemplary damages. The indemnification and advancement of expenses provided by, or granted pursuant to, this Agreement shall be independent of, and shall not be exclusive of, or in derogation of, any other rights to which those seeking indemnification or advancement of expenses may be entitled under applicable law, any certificate of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

7. This Agreement shall be in full force and effect from the Effective Date until it is terminated by the parties in accordance herewith. This Agreement may be terminated (i) by either party upon thirty (30) days prior written notice of termination to the other party, or (ii) by CSC immediately upon written notice if Independent Director and/or CSC reasonably determines the Company has failed to comply with any of its obligations in Section 1, Section 2 or Section 4 hereof. No termination of this Agreement by the Company shall be effective until CSC has been provided written notice that either (i) the Company's requirement to maintain an Independent Director has been released, or (ii) a replacement Independent Director has accepted their appointment to the Company. Nothing in this Agreement shall prevent the Company's stockholder(s) from removing Independent Director with immediate effect at any time for any reason; provided, however, that any such removal of Independent Director shall not deprive Independent Director from any of the benefits of Section 6 of this Agreement. Notwithstanding anything herein to the contrary, in the event of a termination of this Agreement by CSC following any Anniversary Date (other than a termination pursuant to Section 7(ii)), CSC shall provide a pro rata refund of the Annual Fee paid in advance for the year in which such termination is effected. Upon termination of this Agreement, the Company shall promptly take all required action to remove Independent Director from the Board. Notwithstanding anything in this Agreement to the contrary, Section 2, Section 3, Section 6, Section 7, Section 9, Section 10 and Section 11 shall survive termination of this Agreement and Independent Director's status as director on the Board.
8. The Company represents and warrants that (i) it has the right, power, and authority to enter into and to perform its obligations under this Agreement; (ii) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action on its part; and (iii) this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

9. All notices, requests and consents required or permitted under this Agreement shall be in writing and delivered personally or sent by certified, registered or overnight mail or by facsimile to the applicable party at the following address (or at such other address as shall be given to the other party in writing):

To the Company: Hammons of Rogers, Inc.

To CSC or Independent Director: Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808
Attention: Beth L. Peoples
Director, Special Purpose Entity Services
Facsimile: (302) 636-5434

10. This Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Delaware (without regard to principles of conflicts of law). Any dispute or claim arising out of or relating to this Agreement shall be submitted to any federal or state court within the state of Delaware having jurisdiction over the dispute; provided, however, that any dispute or claim arising out of or relating to indemnification or advancement rights shall be adjudicated exclusively in the Delaware Court of Chancery.
11. Except as otherwise provided herein, this Agreement represents the entire understanding of the parties with respect to the specific subject matter of this Agreement and supersedes all previous understandings, written or oral, among the parties with respect to such subject matter. This Agreement may be signed in more than one counterpart, each of which shall be binding and all of which taken together shall be one and the same agreement. No amendments, additions or modifications from the terms and conditions of this Agreement shall be binding upon any party hereto unless agreed to it writing by such party. The waiver by any 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. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors and assigns. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable in any respect, and the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired and shall remain enforceable to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as the date first above written.

CORPORATION SERVICE COMPANY

By: Michelle A. Dreyer
Name: Michelle A. Dreyer
Title: Authorized Signatory

HAMMONS OF ROGERS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as the date first above written.

CORPORATION SERVICE COMPANY

By: _____
Name: Michelle A. Dreyer
Title: Authorized Signatory

HAMMONS OF ROGERS, INC.


By: 
Name: John Q. Hammons
Title: President

EXHIBIT A

The undersigned hereby joins in the execution of the Service Agreement dated effective as of May __, 2007 (the "Agreement") between Hammons of Rogers, Inc. (the "Company") and Corporation Service Company, to which this exhibit is attached for the limited purpose of (i) accepting his or her appointment as an Independent Director of the Company, and (ii) accepting and agreeing to be bound by all of the terms and provisions of the Agreement applicable to the undersigned as Independent Director.

Date:

Michelle A. Dreyer

Name: Michelle A. Dreyer

Suzanne M. Hay

Name: Suzanne M. Hay

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 120th 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:ZWIA (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

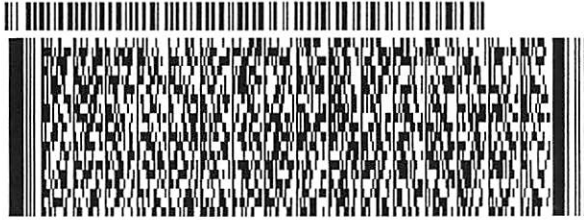
BILL SENDER

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

HAWTHORNE CA 90250

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

544J1D42F114EB



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FRI - 23 DEC 3:00P
STANDARD OVERNIGHT

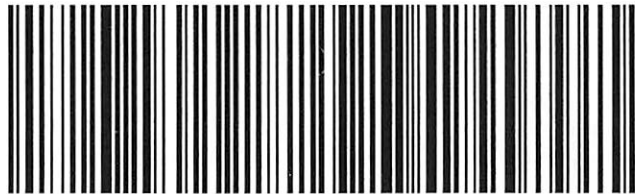
TRK# 7780 2745 9750
0201

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90250

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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.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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> (8633685) Corporation Service Company Michelle A. Dreyer/Suzanne M. Hay Eric J. Monzo, Esq., Morris James LLP 500 Delaware Ave., Suite 1500 Wilmington, DE 19801</p>	<p>Claim No: 655 <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](#) [655-1](#) 12/28/2016 Claim #655 filed by Corporation Service Company, Amount claimed: \$0.00 (Marshall, Terri)

Description: (655-1) Indemnification by Debtor

Remarks: (655-1) amount is "undetermined" filed in case 16-21173

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$0.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		