

Fill in this information to identify the case:

Debtor 1 JQH-Murfreesboro Development, LLC

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

United States Bankruptcy Court for the: District of Kansas

Case number 16-21191

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?	<u>Corporation Service Company, Michelle A. Dreyer and Benjamin L. Hancock</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 19807</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? _____	

JQH Ct ID  
00482

**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.

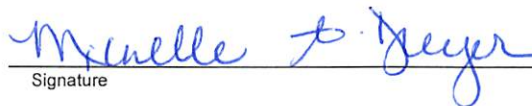
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

  
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 Benjamin L. Hancock (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 director(s) 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 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 August 13, 2015 (the "Effective Date") by and between **JQH-Murfreesboro Development, LLC**, a Missouri limited liability company (the "Company"), and **Corporation Service Company**, a Delaware corporation ("CSC").

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

1. The affairs of the Company are governed by an Amended and Restated Operating Agreement dated as of April 9, 2008 (as amended, the "Operating Agreement").
2. The Company hereby retains CSC to identify the individual(s) (listed on Exhibit A to this Agreement), (individually and collectively, the "Independent Person") to serve as an Independent Person of the Company. A copy of the Operating Agreement is attached hereto as Exhibit B. The Independent Person shall be an employee of CSC. Notwithstanding any duty, power or authority granted to the Independent Person by this Agreement, the Independent Person shall have no duty to participate in, vote on, consent to, approve or otherwise take action with respect to any matter regarding the Company other than those matters set forth herein.
3. In the event an Independent Person is at any time unable to serve the Company in such capacity, including if such Independent Person shall have ceased to be an employee of CSC for any reason, CSC shall identify a substitute Independent Person, subject to the terms and conditions of this Agreement, whose appointment shall become effective upon notice to the Company. It is expressly understood by the Company that neither Independent Person nor any other employee of CSC shall serve as an officer of the Company. It is an ongoing condition to the continued performance of CSC's and each Independent Person's duties under this Agreement that the Company promptly (i) provide the Independent Person written notice of any material adverse change in the Company's business or financial condition including any threatened or pending action, suit or proceeding, of a material nature, of the Company, and (ii) provide Independent Person any other documents, information or advice reasonably requested by Independent Person or reasonably required in connection with his or her fiduciary duties to the Company.
4. The Company shall pay CSC a non-refundable annual base fee of \$1,750.00 per year, which is payable in advance (the "Annual Fee"). CSC reserves the right to review and reasonably adjust the Annual Fee on an annual basis.
5. The Company shall promptly reimburse CSC or the Independent Person, as applicable, for any expense incurred relating to this Agreement or the services of Independent Person, including, but not limited to, fees and expenses associated with (i) attending meetings where the participation of the Independent Person is required or requested by Company or appropriate in the reasonable belief of CSC and (ii) engaging legal counsel or other advisors retained by Independent Person or by CSC on behalf of Independent

Person. The rights set forth in this Section 5 shall be independent of, and shall not be exclusive of, or in derogation of, any other rights set forth in this Agreement.

6. In the event that any Independent Person is requested (a) to consider any matter for which the approval of the Independent Persons is required under this Agreement or any matter where the Company is seeking a separate vote of the Independent Persons or (b) 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.
7. In the event that the Company provides directors' and officers' liability insurance to any of the managers or officers of the Company, then the Company agrees to provide at its own expense directors' and officers' liability insurance covering the Independent Persons, or any substitute Independent Person, as provided for in Section 3 of this Agreement, in an amount and on terms no less favorable than that which is provided to the other managers and officers of the Company, and, upon request, deliver a certificate to CSC evidencing such coverage. The Company shall notify CSC of the existence of and any termination, cancellation or material adverse changes to such insurance coverage.
8. The Company shall indemnify, defend and hold harmless CSC, its affiliated companies, and all of such companies' current and former employees, agents, officers and managers, including Independent Person (each, an "Indemnified Party") to the fullest extent permissible under Delaware 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 Person for the Company (except in the instances described below in this Section 8). The Company shall advance all reasonable fees and expenses (including for separate independent legal counsel) reasonably expected to be incurred by an Indemnified Party relating to any such claim, action or proceeding, and shall pay all reasonable fees and expenses incurred by an Indemnified Party in enforcing the Indemnified Party's rights to indemnification and/or advancement. The Company shall (i) bear the burden of proof that an Indemnified Party is not entitled to indemnification and/or advancement 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 the Indemnified Party is entitled. 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 operating agreement or limited liability company agreement (including, without limitation, the Operating Agreement), vote of members or disinterested managers or otherwise. The Company, on its own behalf and 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 an Indemnified Party other than for reason of alleged bad faith or willful misconduct, and (ii) that an Indemnified Party shall not have any liability for any act or omission taken or omitted by such Indemnified Party arising from or related to this Agreement or any services provided by the Indemnified Party to the Company except to the extent any loss,

claim or damage is found in a final judgment by a court of competent jurisdiction to have resulted from the Indemnified Party's bad faith or willful misconduct, and then the Indemnified Party shall only be liable for actual damages incurred and shall not be liable for consequential, punitive or exemplary damages or for any claims by third parties.

9. Upon the occurrence of any event that causes John Q. Hammons Hotels Development, LLC, a Missouri limited liability company (the "Sole Member") to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Sole Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Article VIII of the Operating Agreement, or (ii) the resignation of the Sole Member and the admission of an additional member of the Company pursuant to Article VIII of the Operating Agreement), each Independent Person shall, without any action required of any party and simultaneously with the Sole Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member (as hereinafter defined) and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company in accordance with the terms of this Agreement as a Special Member by executing a counterpart to this Agreement, and (ii) such successor has also accepted its appointment as Independent Person pursuant to Section 10 below; provided, however, the Special Members shall automatically cease to be members of the Company upon the admission to the Company of a substitute member. Each Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. A Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Missouri Revised Statutes, Chapter 347 (Limited Liability Companies), each Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member, each person acting as an Independent Person pursuant to Section 10 shall execute a counterpart to this Agreement and the Operating Agreement when appropriate. Prior to its admission to the Company as Special Member, each person acting as an Independent Person pursuant to Section 10 shall not be deemed a member of the Company.
10. The Company shall at all times have at least two (2) Independent Persons while this Agreement remains in effect. To the fullest extent permitted by law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Persons shall consider only the interests of the Company, including its creditors, in acting or otherwise voting on the matters referred to in Section 11 below. Subject to this Section 10, an Independent Person may be removed at any time by the Company. No resignation or removal of an Independent Person, and no appointment of a successor Independent Person, shall be effective until such successor shall have executed a counterpart to this Agreement and until any applicable lender has been provided with not less than two (2) business days

prior written notice thereof. No Independent Person shall be removed by the Company without Cause (as hereinafter defined). In the event of a vacancy in the position of Independent Person, the Company shall, as soon as practicable, appoint a successor Independent Person. All right, power and authority of the Independent Persons shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement and the Independent Persons shall otherwise have no authority to bind the Company. Except as provided in the second sentence of this Section 10, in exercising their rights and performing their duties under this Agreement, any Independent Person shall not have any fiduciary duties to the Sole Member or any other person bound by this Agreement or the Operating Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, an Independent Person shall not be liable to the Company, the Sole Member or any other person bound by this Agreement or the Operating Agreement for breach of contract or breach of duties (including fiduciary duties), unless the Independent Person acted in bad faith or engaged in willful misconduct. No Independent Person shall at any time serve as trustee in bankruptcy for any affiliate of the Company.

11. Notwithstanding any other provision of this Agreement or any other document governing the formation, management or operation of the Company (including, without limitation, the Operating Agreement) and notwithstanding any provision of law that otherwise so empowers the Company, the Sole Member or any other person, so long as this Agreement remains in effect, neither the Sole Member nor any other person shall be authorized or empowered on behalf of the Company to, nor shall they permit the Company to, and the Company shall not, without the prior unanimous written consent of the Sole Member and all Independent Persons, take any Material Action (as hereinafter defined).
12. For the purposes of this Agreement, the following terms shall have the following meanings:
  - A. “Cause” means, with respect to an Independent Person, (i) acts or omissions by such Independent Person that constitute systematic and persistent or willful disregard of such Independent Person’s duties, (ii) such Independent Person has been indicted or convicted for any crime or crimes of moral turpitude or dishonesty or for any violation of any applicable laws, (iii) such Independent Person no longer satisfies the requirements set forth in Schedule 1 attached hereto, (iv) the fees charged for the services of such Independent Person are materially in excess of the fees charged by the other providers of Independent Persons listed in Schedule 1 attached hereto, or (v) any other reason for which the prior written consent of the Company’s lender shall have been obtained.
  - B. “Material Action” means (i) to the fullest extent permitted by law, to dissolve, wind up or liquidate the Company, to merge, combine or consolidate the Company with any other entity, or, (ii) to do any of the following: file any insolvency, reorganization case or proceeding, or institute proceedings to have the Company be adjudicated bankrupt or insolvent; institute proceedings under any applicable insolvency law; seek any relief under any law relating to relief from



debts or the protection of debtors; consent to the filing of or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a voluntary bankruptcy petition or any other petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy or insolvency; seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; make any assignment for the benefit of creditors of the Company; admit in writing the Company's inability to pay its debts generally as they become due; or take action in furtherance of any such action.

C. "Special Member" shall mean and refer to a person acting as an Independent Person who is admitted to the Company as a member of the Company in accordance with Section 9 above, in such person's capacity as a member of the Company.

13. 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 and to the Company's lender, or (ii) by CSC five (5) business days after written notice to the Company and the Company's lender if Independent Person and/or CSC reasonably determines that the Company has failed to comply with any of its obligations under this Agreement, at which time the Independent Person shall no longer have any obligations to the Company. Notwithstanding anything in this Agreement to the contrary, Section 3, Section 4, Section 8, Section 14 and Section 16 of this Agreement shall survive termination of this Agreement.
14. 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.
15. 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 or email 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:

c/o John Q. Hammons Hotels & Resorts  
300 John Q. Hammons Pkwy, Suite 900  
Springfield, MO 65806  
Attention: Gregory D. Groves, Senior Vice  
President and General Counsel  
Facsimile: (417) 873-3503  
Email: gregg.groves@jqh.com

With a copy to the Company's lender: Goldman Sachs Mortgage Company  
200 West Street  
New York, New York 10282  
Attention: Rene Theriault and J. Theodore Borter  
Facsimile: 212.346.3594

and: Goldman Sachs Mortgage Company  
6011 Connection Drive, Suite 550  
Irving, Texas 75039  
Attention: General Counsel  
Facsimile: 972.368.2495  
Email: joe.osborne@gs.com

To CSC or Independent Person: Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, Delaware 19808  
Attention: Independent Director Services  
Facsimile: (302) 636-5454  
Email: IDService@cscinfo.com

16. 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). The parties to this Agreement consent to personal jurisdiction in the State of Delaware for any dispute or claim arising out of or relating to this Agreement and agree that any such dispute or claim shall be submitted exclusively 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.
17. Except as otherwise provided herein, this Agreement and the Operating Agreement represent the entire understanding of the parties with respect to the specific subject matter thereof and supersede 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 in 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.

18. In the event of any conflict between the terms of this Agreement and the terms of the Operating Agreement, the terms of this Agreement shall govern and control.

[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

**JQH-MURFREESBORO DEVELOPMENT, LLC,**  
a Missouri limited liability company

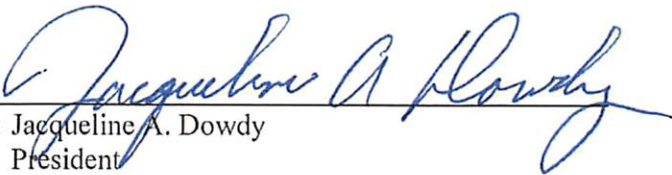
By: \_\_\_\_\_  
Name: Jacqueline A. Dowdy  
Title: President

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

**JQH-MURFREESBORO DEVELOPMENT, LLC,**  
a Missouri limited liability company

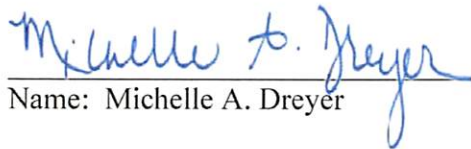
By:   
Name: Jacqueline A. Dowdy  
Title: President

**EXHIBIT A**

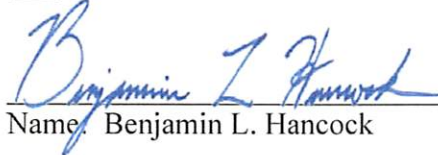
The undersigned hereby joins in the execution of the Service Agreement dated effective as of August 13, 2015 (the "Agreement") between JQH-Murfreesboro Development, LLC, a Missouri limited liability company (the "Company") and Corporation Service Company, to which this exhibit is attached for the limited purpose of (i) accepting his or her appointment as an Independent Person 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 Person.

Date:

August 7, 2015

  
Name: Michelle A. Dreyer

August 7, 2015

  
Name: Benjamin L. Hancock

**EXHIBIT B**

[Operating Agreement]

[*See attached*]

B-1

63751-0038/LEGAL127131863.2

## Schedule 1

### Independent Person Requirements

An individual who is provided by CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Company, Lord Securities Corporation or, if none of those companies is then providing professional independent directors or independent managers, another nationally-recognized company reasonably approved by the then applicable lender, in each case that is not an affiliate of the Company and that provides professional independent directors and independent managers and other corporate services in the ordinary course of its business, and which individual is duly appointed as an Independent Person of the Company and is not, and has never been, and will not while serving as Independent Person be, any of the following:

(i) a member (other than a special member or independent director), partner, equityholder, manager, director, officer or employee of the Company or any of its equityholders or affiliates (other than as an independent director or manager of the Sole Member or an affiliate of the Company that is not in the direct chain of ownership of the Company (excluding the Sole Member) and that is required by a creditor to be a single purpose bankruptcy remote entity, provided that such independent director or manager is employed by a company that routinely provides professional independent directors or managers);

(ii) a creditor, supplier or service provider (including provider of professional services) to the Company or any of its equityholders or affiliates (excluding acting as an independent director for the Sole Member) or any of their respective equityholders or affiliates (other than a nationally recognized company that routinely provides professional independent managers or directors and which also provides lien search and other similar services to the Company or any of its respective equityholders or affiliates in the ordinary course of business);

(iii) a family member of any such member, partner, equityholder, manager, director, officer, employee, creditor, supplier or service provider; or

(iv) a person that controls (whether directly, indirectly or otherwise) any of (i), (ii) or (iii) above.

A natural person who otherwise satisfies the foregoing definition other than subparagraph (i) by reason of being the Independent Person of an affiliate of the Company or the Sole Member shall not be disqualified from serving as an Independent Person, provided that the fees that such natural person earns from serving as Independent Person of affiliates of the Company in any given year constitute in the aggregate less than five percent of such natural person's annual income for that year.



# 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: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

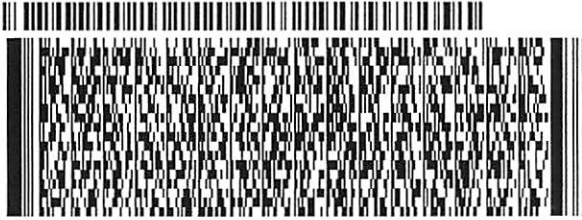
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3732 W 120TH STREET

HAWTHORNE CA 90250

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

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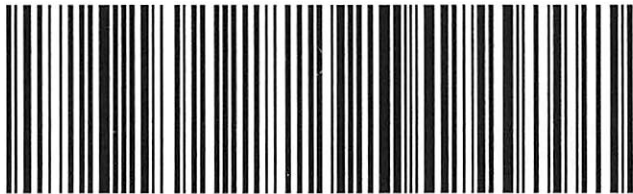
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# District of Kansas Claims Register

[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> (8633651)          Corporation Service Company          Michelle A. Dreyer/Benjamin L.          Hancock          Eric J. Monzo, Esq., Morris          James LLP          500 Delaware Ave., Suite 1500          Wilmington, DE 19801</p>	<p><b>Claim No: 660</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](#)    [660-1](#) 12/28/2016 Claim #660 filed by Corporation Service Company, Amount claimed: \$0.00 (Marshall, Terri )

*Description:* (660-1) Indemnification by Debtor

*Remarks:* (660-1) amount is "undetermined" filed in case 16-21191

## 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>		