	Fill in this information to identify the case:				
	Debtor 1	JQH-ROGERS CONVENTION CENTER DEVELOPMENT			
	Debtor 2 (Spouse, if filing)				
United States Bankruptcy Court for the: District of Kansas					
	Case number	16-21199			

### Official Form 410

Part 1:

# **Proof of Claim**

**Identify the Claim** 

12/15

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

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

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

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

#### 1. Who is the current J.B. Hunt, LLC creditor? Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Has this claim been acquired from Yes. From whom? HSG-HCC, LLC someone else? 3. Where should notices Where should notices to the creditor be sent? Where should payments to the creditor be sent? (if and payments to the different) creditor be sent? Lax, Vaughan, Fortson, Rowe & Threet, P.A. J.B. Hunt, LLC Federal Rule of Name Name Bankruptcy Procedure 11300 Cantrell Road, Suite 201 (FRBP) 2002(g) 5100 JB Hunt Drive, Ste 1000 Number Number Street Little Rock AR 72212 Rogers AR 72758 State ZIP Code State ZIP Code Contact phone 501-376-6565 479-845-3004 Contact phone Contact email gfortson@laxvaughan.com Contact email cmay@huntventures.net Uniform claim identifier for electronic payments in chapter 13 (if you use one): 4. Does this claim amend ₩ No one already filed? Yes. Claim number on court claims registry (if known) \_\_\_\_ MM / DD 5. Do you know if anyone **✓** No else has filed a proof ☐ Yes. Who made the earlier filing? of claim for this claim?

Part 2: Give Information About the Claim as of the Date the Case Was Filed 6. Do you have any number M No you use to identify the Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_\_\_ debtor?  $\underline{4,049,451.00}_{.}$  . Does this amount include interest or other charges? 7. How much is the claim? 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 Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. claim? 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. Tax Credit Reimbursement Agreement 9. Is all or part of the claim **1** No secured? 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 No lease? Yes. Amount necessary to cure any default as of the date of the petition. 11. Is this claim subject to a right of setoff? Yes. Identify the property: \_

12. Is all or part of the claim entitled to priority unde	•						
11 U.S.C. § 507(a)?	☐ Yes. Ch	eck all that app	oly:				Amount entitled to priority
A claim may be partly priority and partly	☐ Dom 11 U	estic support o .S.C. § 507(a)(	bligations (inclu 1)(A) or (a)(1)(E	ding alimony and ch 3).	ild support) u	nder	\$
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Up to perso	o \$2,775* of de onal, family, or	posits toward pu household use.	urchase, lease, or re 11 U.S.C. § 507(a)(	ental of proper (7).	ty or services for	\$
	bank	es, salaries, or ruptcy petition .S.C. § 507(a)(	is filed or the de	up to \$12,475*) earne btor's business end	ed within 180 s, whichever i	days before the s earlier.	\$
	☐ Taxe	s or penalties o	wed to govern	nental units. 11 U.S.	C. § 507(a)(8	).	\$
	☐ Cont	ributions to an	employee benef	fit plan. 11 U.S.C. §	507(a)(5).		\$
	Other	r. Specify subs	ection of 11 U.S	5.C. § 507(a)() tha	t applies.		\$
	* Amount	ts are subject to a	adjustment on 4/0°	1/16 and every 3 years	after that for ca	ses begun on or after	the date of adjustment.
Part 3: Sign Below							
The person completing	Check the app	propriate box:					
this proof of claim must		•					
sign and date it. FRBP 9011(b).							
If you file this claim	I am the creditor's attorney or authorized agent.						
electronically, FRBP	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.						
5005(a)(2) authorizes courts to establish local rules	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
specifying what a signature is.	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.						
A person who files a fraudulent claim could be							
fined up to \$500,000, imprisoned for up to 5	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.						
years, or both. 18 U.S.C. §§ 152, 157, and 3571.	nd I declare under penalty of perjury that the foregoing is true and correct.						
<b>5011.</b>	Executed on date 01/10/2018						
	Signature Arint					<u> </u>	
	Print the name	e of the persor	n who is compl	leting and signing t	this claim:		
	Name	Johnelle		D.		Hunt	
		First name		Middle name		Last name	
	Title	Manager					
	Company	J.B. Hun					
	Identify the corporate servicer as the company if the authorized agent is a servicer.					is a servicer.	
	Address 5100 JB Hunt Drive						
	, 1441000	Number	Street				
		Rogers			AR	72758	
		City			State	ZIP Code	
	Contact phase	501-845-	3004			0046	
	Contact phone	001-040-	JUU <del>1</del>		Fmail		

page 3

#### TAX CREDIT REIMBURSEMENT AGREEMENT

THIS TAX CREDIT REIMBURSEMENT AGREEMENT is made and entered into by and among HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas ("HSG"); John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri ("Hammons").

#### W-I-T-N-E-S-S-E-T-H

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. <u>Definitions</u>. For purposes of this Agreement, the following terms and variations thereof shall have the following meanings:
  - 1.1. <u>Agreement</u>. "Agreement" shall mean this Tax Credit Reimbursement Agreement, the Schedules hereto, if any, and all amendments.
  - 1.2. <u>Convention Center</u>. "Convention Center" shall mean the convention center to be constructed and operated by Hammons on the Land.
  - 1.3. <u>Credit Memorandum</u>. "Credit Memorandum" shall mean the credit memorandum issued by the Arkansas Department of Finance and Administration.
  - 1.4. <u>Hammons</u>. "Hammons" shall mean John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri.
  - 1.5. <u>HSG</u>. "HSG" shall mean HSG Holdings, LLC, an Arkansas limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas.
  - 1.6. <u>Land</u>. "Land" shall mean the land in Rogers, Benton County, Arkansas and described in Schedule 1.6.
    - 1.7. Party. "Party" shall mean any or all of HSG and Hammons.
  - 1.8. <u>Program</u>. "Program" shall mean the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997.

The above definitions shall apply to all uses of the above terms including the singular, plural, and possessive, and the past, present, and future tense.

1

4848-6093-6960.3

2. <u>Subject and Purpose</u>. By separate instrument dated on or about the date of this Agreement, HSG conveyed fee simple title to the Land to Hammons. Hammons has agreed to construct and operate the Convention Center on the Land. In connection with the construction and operation of the Convention Center, Hammons is eligible to participate in the Program. Subject to the provisions of this Agreement, Hammons has agreed to pay to HSG an amount equal to the monies received by Hammons pursuant to the Program.

#### 3. Program.

- 3.1. Sales Tax Credit. The Program provides a sales tax credit to Hammons equal to twenty-five percent (25%) of the eligible project expenditures by Hammons in connection with the construction of the Convention Center. The amount of such sales tax credit shall be set forth in the Credit Memorandum to be issued to Hammons by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order for the Credit Memorandum to be issued not later than the expiration of eligibility to participate in the Program. Upon receipt of the Credit Memorandum, Hammons shall provide a copy thereof to HSG. The sales tax credit granted by the Credit Memorandum may be applied to the sales tax liability of Hammons as reported monthly to the Arkansas Department of Finance and Administration. Upon filing any such monthly report, Hammons shall provide a copy thereof to HSG.
- 3.2. <u>Income Tax Credit</u>. The Program provides an income tax credit based upon the average hourly wages of the new permanent employees hired as a result of the construction and operation of the Convention Center. The Program requires Hammons to certify to the Arkansas Department of Finance and Administration the number of new permanent employees hired as a result of the construction and operation of the Convention Center. The amount of such income tax credit shall be determined annually over a period of ten (10) years by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order to qualify for the income tax credit granted by the Program. Upon receipt of the annual determination of the amount of the income tax credit, Hammons shall provide a copy thereof to HSG.
- 4. Payment. Hammons shall make payments to HSG as follows: (a) within fifteen (15) days after the end of each month for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the sales tax credit granted pursuant to the Credit Memorandum that may be applied to the sales tax liabilities of Hammons; and (b) within fifteen (15) days after the filing of the annual Arkansas state income tax return of Hammons for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the income tax credit permitted pursuant to the Program that may be applied to the income tax liabilities of Hammons. The total amount to be paid by Hammons under this Agreement shall be Six Million Dollars (\$6,000,000.00).

- 5. <u>Ceasing of Operations</u>. In the event Hammons shall cease the operation of the Convention Center or in the event Hammons shall fail to pay the amounts required by this Agreement as and when due, Hammons shall provide one of the following remedies to HSG: (a) Hammons shall cause the successor operator of the Convention Center to pay the amounts due to HSG under this Agreement pursuant to terms and conditions reasonably acceptable to HSG; (b) Hammons shall pay an amount to HSG as agreed by HSG and Hammons, but if no agreement can be made, an amount equal to Six Million Dollars (\$6,000,000.00) less all prior payments made pursuant to this Agreement. Notwithstanding the foregoing, HSG may commence litigation against Hammons to recover the unpaid balance of amounts due pursuant to this Agreement
- 6. <u>Binding Obligation</u>. Hammons hereby represents and warrants that Hammons has duly authorized and has taken all necessary actions to authorize the execution and delivery of this Agreement and to authorize the performance of the representations, warranties, and covenants of Hammons in this Agreement. This Agreement constitutes the legal, valid, and binding obligation of Hammons and is enforceable in accordance with respective provisions, except to the extent enforcement may be limited by bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors, by general principles of equity, and by the exercise of judicial discretion.
- 7. <u>Field Audit</u>. At any time upon request by HSG, Hammons shall permit an independent certified public accountant satisfactory to HSG, in its sole and absolute discretion, to perform a field audit of the books and records and operations of Hammons.

#### 8. General Provisions.

- 8.1 <u>Currency</u>. Any payments under this Agreement shall be paid in the form of currency of the United States of America.
- 8.2 <u>Schedules</u>. All Schedules to this Agreement as supplemented, modified, or amended from time to time, are hereby incorporated into this Agreement as though they were fully set forth in this Agreement.
- 8.3 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arkansas.
- 8.4 <u>Rights and Remedies Cumulative</u>. The rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available to HSG.

- 8.5 <u>Assignment; Assumption</u>. This Agreement shall not be assigned or otherwise transferred by Hammons or assumed by any other person without the prior written consent of HSG.
- 8.6 <u>Modification</u>; Waiver. This Agreement may be modified, amended, or waived only by a written agreement signed by the party to be bound by the modification, amendment, or waiver. The course of dealing among the Parties shall not modify or amend this Agreement in any respect. Any delay by HSG in the exercise of any of its rights under this Agreement shall not be construed as a waiver or release of any of the provisions of this Agreement.
- 8.7 <u>Binding Effect and Benefit</u>. This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the heirs, successors, and assigns of the Parties.
- 8.8 Notice. All notices, requests, demands, and other communications permitted or required by this Agreement shall be in writing, and (a) delivered in person; (b) sent by express mail or other overnight delivery service providing receipt of delivery; or (c) mailed by certified or registered mail, postage prepaid, return receipt requested, restricted delivery to the relevant party. All such notices and other communications shall be sent to the following addresses, unless changed by the receiving Party or otherwise known to the sending Party:

If to HSG:

HSG Holdings, LLC Attn: Bill W. Schwyhart 3333 Pinnacle Hills Parkway Penthouse Suite Two Rogers, Arkansas 72758

If to Hammons:

John Q. Hammo	ons Revocab	le Trust

- 8.9 Time for Performance. Time is of the essence.
- 8.10 Third Party Beneficiaries. Except as provided in this Agreement, the Parties do not intend to create any rights for the benefit of any third party.

- 8.11 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts. Each counterpart of this Agreement shall be deemed a duplicate original of this Agreement, and all counterparts, when collected together, shall constitute the original of this Agreement. A counterpart may be a full copy of this Agreement or a signature page from a full copy of this Agreement.
- 8.12 Severability. Each provision of this Agreement is severable from all other provisions of this Agreement. If any governmental authority shall determine, during or at the conclusion of any litigation, that any provision of this Agreement shall be invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.
- 8.13 <u>Interpretation</u>. This Agreement shall be interpreted as though the Parties participated equally in its preparation and negotiation. The Parties assume joint responsibility for the form and composition of each provision of this Agreement.
- 8.14 Entire Agreement. This Agreement contain the entire agreement of the Parties regarding the subject matter hereof, and no other oral or written agreements shall be binding on the Parties.

EXECUTED and DELIVERED on December 21, 2005.

HSG

HSG HOLDINGS,

Bill W. Schwyhart, Authorized Representative

HAMMONS

JOHN Q. HAMMONS REVOCABLE TRUST

5

#### ACKNOWLEDGMENT

#### STATE OF ARKANSAS COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, Bill W. Schwyhart, to me well known or satisfactorily proven, as the Authorized Representative of HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas, who stated that he was authorized to execute and deliver this Agreement on its behalf, and further stated that he had executed and delivered this Agreement on its behalf for the consideration and purposes set forth herein.

#### ACKNOWLEDGMENT

STATE OF Messeneri

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, John Q. Hammons, to me well known or satisfactorily proven, as the Trustee of John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri, who stated that he was authorized to execute and deliver this Agreement on behalf of such corporation, and further stated that he had executed and delivered this Agreement, on behalf of such corporation, for the consideration and purposes set forth herein.

WITNESS my signature and seal as a Notary Public on December 19, 2005

My Commission Expires:

Notary Public/

Nathy H Factors

Notary Public - Notary Social
State of Minsouri
County of Greene

Evoluse March 23, 2007

4848-6093-6960.3

# AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of November, 2006, by and between JOHN Q. HAMMONS REVOCABLE TRUST DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED ("Hammons"), and HSG HOLDINGS, LLC ("HSG") (collectively, the "Parties").

#### WITNESSETH

WHEREAS, Hammons and HSG entered into that certain Tax Credit Reimbursement Agreement dated December 21, 2005 (the "Agreement") to provide certain tax credit reimbursements received by Hammons under the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997 to HSG, under terms and conditions as more particularly set forth in the Agreement.

WHEREAS, the Company identified in the Agreement is a related entity of the developer/owner of the hotel and convention center project in Rogers, Arkansas (the "Project"), however, the owner of record of the Project is JQH - ROGERS CONVENTION CENTER DEVELOPMENT, LLC (the "Owner"); and

WHEREAS, it is the desire of all parties to accurately document the entities which are parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. Definitions:

# 1.4 Paragraph 1.4 shall be replaced in its entirety as follows:

- 1.4 <u>Hammons</u>. "Hammons" shall mean JQH Rogers Convention Center Development, LLC, a Missouri limited liability company.
- Hammons has assigned or will assign to JQH Convention Center Development, LLC, all rights, title, and interest in and to any Tax Credit Agreements relating to the convention center in Rogers, Arkansas, between the Arkansas Department of Economic Development and any John Q. Hammons controlled entity.
- 3. Other Contract Provisions. It is understood and agreed between the parties that all other terms, conditions, provisions, and covenants contained in the Agreement, not inconsistent herewith, shall remain in full force and effect and are hereby ratified and reaffirmed.

Page 1

- 4. <u>Counterparts</u>. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Further, this Assignment may be executed by facsimile signature.
- 5. <u>Modification</u>. The Agreement cannot be further modified in any manner other than by written amendment executed by Assignee and Department.

**IN WITNESS WHEREOF,** each of the parties hereto has duly signed this Amendment as of the Effective Date.

REVOCABLE TRUST OF JOHN Q.
HAMMONS, Sole member of
JOHN Q. HAMMONS HOTELS
DEVELOPMENT, LLC, Sole member of
JQH - ROGERS CONVENTION CENTER
DEVELOPMENT, LLC

OHIVQ. HAMMONS

HSG HOLDING, LLC

BILL SCHWYHAR AUTHORIZED REPRESENTATIVE

L:\Rogers ES\Agreement\Amendment to Tax Credit Reimbursement Agreement rev.wpd

#### ASSIGNMENT OF CONTRACT

#### KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, HSG HOLDINGS, LLC, an Arkansas limited liability company (the "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by HSG-HCC, LLC, an Arkansas limited liability company ("Assignee"), does herein assign, convey, transfer and sell to Assignee, all of Assignor's right, title and interest in that certain Tax Credit Reimbursement Agreement between Assignor and John Q. Hammons Revocable Trust, including all rights to payments thereunder and any subsequent amendments or modifications thereto (the "Contract"), a copy of which is attached hereto as Exhibit A.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and seal as effective this 21st day of December, 2007.

#### **ASSIGNEE:**

HSG-HCC HOLDINGS, LLC, an Arkansas limited liability company By Graham Holdings, LLC, Manager

By:\_\_\_\_\_\_\_\_\_
Timothy G. Graham, Manager

#### ASSIGNOR:

HSG HOLDINGS, LLC, an Arkansas limited liability company By Tim Graham, LLC, Managing Member

Timothy G. Graham, Manager

# Exhibit "A" To Assignment of Contract

#### TAX CREDIT REIMBURSEMENT AGREEMENT

THIS TAX CREDIT REIMBURSEMENT AGREEMENT is made and entered into by and among HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas ("HSG"); John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri ("Hammons").

#### W-I-T-N-E-S-S-E-T-H

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. <u>Definitions</u>. For purposes of this Agreement, the following terms and variations thereof shall have the following meanings:
  - 1.1. Agreement. "Agreement" shall mean this Tax Credit Reimbursement Agreement, the Schedules hereto, if any, and all amendments.
  - 1.2. <u>Convention Center</u>. "Convention Center" shall mean the convention center to be constructed and operated by Hammons on the Land.
  - 1.3. <u>Credit Memorandum</u>. "Credit Memorandum" shall mean the credit memorandum issued by the Arkansas Department of Finance and Administration.
  - 1.4. <u>Hammons</u>. "Hammons" shall mean John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri.
  - 1.5. <u>HSG</u>. "HSG" shall mean HSG Holdings, LLC, an Arkansas limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas.
  - 1.6. <u>Land</u>. "Land" shall mean the land in Rogers, Benton County, Arkansas and described in Schedule 1.6.
    - 1.7. Party. "Party" shall mean any or all of HSG and Hammons.
  - 1.8. <u>Program</u>. "Program" shall mean the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997.

The above definitions shall apply to all uses of the above terms including the singular, plural, and possessive, and the past, present, and future tense.

1

4848-6093-6960.3

2. <u>Subject and Purpose</u>. By separate instrument dated on or about the date of this Agreement, HSG conveyed fee simple title to the Land to Hammons. Hammons has agreed to construct and operate the Convention Center on the Land. In connection with the construction and operation of the Convention Center, Hammons is eligible to participate in the Program. Subject to the provisions of this Agreement, Hammons has agreed to pay to HSG an amount equal to the monies received by Hammons pursuant to the Program.

#### 3. Program.

- 3.1. Sales Tax Credit. The Program provides a sales tax credit to Hammons equal to twenty-five percent (25%) of the eligible project expenditures by Hammons in connection with the construction of the Convention Center. The amount of such sales tax credit shall be set forth in the Credit Memorandum to be issued to Hammons by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order for the Credit Memorandum to be issued not later than the expiration of eligibility to participate in the Program. Upon receipt of the Credit Memorandum, Hammons shall provide a copy thereof to HSG. The sales tax credit granted by the Credit Memorandum may be applied to the sales tax liability of Hammons as reported monthly to the Arkansas Department of Finance and Administration. Upon filing any such monthly report, Hammons shall provide a copy thereof to HSG.
- 3.2. Income Tax Credit. The Program provides an income tax credit based upon the average hourly wages of the new permanent employees hired as a result of the construction and operation of the Convention Center. The Program requires Hammons to certify to the Arkansas Department of Finance and Administration the number of new permanent employees hired as a result of the construction and operation of the Convention Center. The amount of such income tax credit shall be determined annually over a period of ten (10) years by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order to qualify for the income tax credit granted by the Program. Upon receipt of the annual determination of the amount of the income tax credit, Hammons shall provide a copy thereof to HSG.
- 4. Payment. Hammons shall make payments to HSG as follows: (a) within fifteen (15) days after the end of each month for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the sales tax credit granted pursuant to the Credit Memorandum that may be applied to the sales tax liabilities of Hammons; and (b) within fifteen (15) days after the filing of the annual Arkansas state income tax return of Hammons for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the income tax credit permitted pursuant to the Program that may be applied to the income tax liabilities of Hammons. The total amount to be paid by Hammons under this Agreement shall be Six Million Dollars (\$6,000,000.00).

2

- 5. Ceasing of Operations. In the event Hammons shall cease the operation of the Convention Center or in the event Hammons shall fail to pay the amounts required by this Agreement as and when due, Hammons shall provide one of the following remedies to HSG: (a) Hammons shall cause the successor operator of the Convention Center to pay the amounts due to HSG under this Agreement pursuant to terms and conditions reasonably acceptable to HSG; (b) Hammons shall pay an amount to HSG as agreed by HSG and Hammons, but if no agreement can be made, an amount equal to Six Million Dollars (\$6,000,000.00) less all prior payments made pursuant to this Agreement. Notwithstanding the foregoing, HSG may commence litigation against Hammons to recover the unpaid balance of amounts due pursuant to this Agreement
- 6. <u>Binding Obligation</u>. Hammons hereby represents and warrants that Hammons has duly authorized and has taken all necessary actions to authorize the execution and delivery of this Agreement and to authorize the performance of the representations, warranties, and covenants of Hammons in this Agreement. This Agreement constitutes the legal, valid, and binding obligation of Hammons and is enforceable in accordance with respective provisions, except to the extent enforcement may be limited by bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors, by general principles of equity, and by the exercise of judicial discretion.
- 7. <u>Field Audit.</u> At any time upon request by HSG, Hammons shall permit an independent certified public accountant satisfactory to HSG, in its sole and absolute discretion, to perform a field audit of the books and records and operations of Hammons.

#### 8. General Provisions.

- 8.1 <u>Currency</u>. Any payments under this Agreement shall be paid in the form of currency of the United States of America.
- 8.2 <u>Schedules</u>. All Schedules to this Agreement as supplemented, modified, or amended from time to time, are hereby incorporated into this Agreement as though they were fully set forth in this Agreement.
- 8.3 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arkansas.
- 8.4 <u>Rights and Remedies Cumulative</u>. The rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available to HSG.

- 8.5 <u>Assignment: Assumption</u>. This Agreement shall not be assigned or otherwise transferred by Hammons or assumed by any other person without the prior written consent of HSG.
- 8.6 <u>Modification</u>; <u>Waiver</u>. This Agreement may be modified, amended, or waived only by a written agreement signed by the party to be bound by the modification, amendment, or waiver. The course of dealing among the Parties shall not modify or amend this Agreement in any respect. Any delay by HSG in the exercise of any of its rights under this Agreement shall not be construed as a waiver or release of any of the provisions of this Agreement.
- 8.7 <u>Binding Effect and Benefit</u>. This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the heirs, successors, and assigns of the Parties.
- 8.8 Notice. All notices, requests, demands, and other communications permitted or required by this Agreement shall be in writing, and (a) delivered in person; (b) sent by express mail or other overnight delivery service providing receipt of delivery; or (c) mailed by certified or registered mail, postage prepaid, return receipt requested, restricted delivery to the relevant party. All such notices and other communications shall be sent to the following addresses, unless changed by the receiving Party or otherwise known to the sending Party:

If to HSG:

HSG Holdings, LLC Attn: Bill W. Schwyhart 3333 Pinnacle Hills Parkway Penthouse Suite Two Rogers, Arkansas 72758

If to Hammons:

John Q. Hammons Revocable Trus	t
	-

- 8.9 <u>Time for Performance</u>. Time is of the essence.
- 8.10 Third Party Beneficiaries. Except as provided in this Agreement, the Parties do not intend to create any rights for the benefit of any third party.

4

4848-6093-6960.3

- 8.11 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts. Each counterpart of this Agreement shall be deemed a duplicate original of this Agreement, and all counterparts, when collected together, shall constitute the original of this Agreement. A counterpart may be a full copy of this Agreement or a signature page from a full copy of this Agreement.
- 8.12 <u>Severability</u>. Each provision of this Agreement is severable from all other provisions of this Agreement. If any governmental authority shall determine, during or at the conclusion of any litigation, that any provision of this Agreement shall be invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.
- 8.13 <u>Interpretation</u>. This Agreement shall be interpreted as though the Parties participated equally in its preparation and negotiation. The Parties assume joint responsibility for the form and composition of each provision of this Agreement.
- 8.14 Entire Agreement. This Agreement contain the entire agreement of the Parties regarding the subject matter hereof, and no other oral or written agreements shall be binding on the Parties.

EXECUTED and DELIVERED on December 21, 2005.

HSG

HSG HOLDINGS, LLC

Bill W. Schwyhart, Authorized Representative

HAMMONS

JOHN O. HAMMONS REVOCABLE TRUST

John O. Hammons, Trustee

#### ACKNOWLEDGMENT

#### STATE OF ARKANSAS COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, Bill W. Schwyhart, to me well known or satisfactorily proven, as the Authorized Representative of HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas, who stated that he was authorized to execute and deliver this Agreement on its behalf, and further stated that he had executed and delivered this Agreement on its behalf for the consideration and purposes set forth herein.

and seal as a 1 WITNESS my signature and seal as a Notary Public on December 2/ 2005.

My Commission Expires:

CHERINE MOTARY Public

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, John Q. Hammons, to me well known or satisfactorily proven as the Trustee of John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri, who stated that he was authorized to execute and deliver this Agreement on behalf of such corporation, and further stated that he had executed and delivered this Agreement, on behalf of such corporation, for the consideration and purposes set forth herein.

WITNESS my signature and seal as a Notary Public on December

My Commission Expires: 3/21/07

4848-6093-6960.3

6

Kethy H Forthern Notary Public - Holary See State of Missouri County of Greene

# AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of November, 2006, by and between JOHN Q. HAMMONS REVOCABLE TRUST DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED ("Hammons"), and HSG HOLDINGS, LLC ("HSG") (collectively, the "Parties").

#### WITNESSETH

WHEREAS, Hammons and HSG entered into that certain Tax Credit Reimbursement Agreement dated December 21, 2005 (the "Agreement") to provide certain tax credit reimbursements received by Hammons under the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997 to HSG, under terms and conditions as more particularly set forth in the Agreement.

WHEREAS, the Company identified in the Agreement is a related entity of the developer/owner of the hotel and convention center project in Rogers, Arkansas (the "Project"), however, the owner of record of the Project is JQH - ROGERS CONVENTION CENTER DEVELOPMENT, LLC (the "Owner"); and

WHEREAS, it is the desire of all parties to accurately document the entities which are parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. **Definitions:**

#### 1.4 Paragraph 1.4 shall be replaced in its entirety as follows:

- 1.4 <u>Hammons</u>. "Hammons" shall mean JQH Rogers Convention Center Development, LLC, a Missouri limited liability company.
- 2. Hammons has assigned or will assign to JQH Convention Center Development, LLC, all rights, title, and interest in and to any Tax Credit Agreements relating to the convention center in Rogers, Arkansas, between the Arkansas Department of Economic Development and any John Q. Hammons controlled entity.
- 3. Other Contract Provisions. It is understood and agreed between the parties that all other terms, conditions, provisions, and covenants contained in the Agreement, not inconsistent herewith, shall remain in full force and effect and are hereby ratified and reaffirmed.

- 4. <u>Counterparts</u>. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Further, this Assignment may be executed by facsimile signature.
- 5. <u>Modification</u>. The Agreement cannot be further modified in any manner other than by written amendment executed by Assignee and Department.

**IN WITNESS WHEREOF**, each of the parties hereto has duly signed this Amendment as of the Effective Date.

REVOCABLE TRUST OF JOHN Q. HAMMONS, Sole member of JOHN Q. HAMMONS HOTELS DEVELOPMENT, LCC, Sole member of JQH - ROGERS CONVENTION CENTER DEVELOPMENT, LLC

JOHN Q. HAMMONS

TRUSTEE

HSG HOLDING, LLC

BILL SCHWYHAR AUTHORIZED REPRESENTATIVE

L:\Rogers ES\Agreement\Armendment to Tax Credit Reimbursement Agreement rev.wpd

### **ASSIGNMENT OF CONTRACT**

#### KNOW ALL MEN BY THESE PRESENTS:

**THAT** the undersigned, **HSG-HCC**, **LLC**, an Arkansas limited liability company (the "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by **J.B. HUNT**, **LLC**, an Arkansas limited liability company ("**Assignee**"), does hereby assign, convey, transfer and sell to Assignee, all of Assignor's right, title and interest in that certain Tax Credit Reimbursement Agreement dated December 21, 2005, between Assignor and John Q. Hammons Revocable Trust (including any subsequent amendments or modifications thereto) (the "**Contract**"), a copy of which is attached hereto as **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal effective as of the 29th day of November, 2016.

**ASSIGNEE:** 

J.B. HUNT, LLC, an Arkansas limited liability company

Johnelle Hunt, Manager

**ASSIGNOR:** 

HSG-HCC, LLC,

an Arkansas limited liability company By J.B. Hunt, LLC, Manager

Johnelle Hunt, Manager

Exhibit "A"
To
Assignment of Contract

#### TAX CREDIT REIMBURSEMENT AGREEMENT

THIS TAX CREDIT REIMBURSEMENT AGREEMENT is made and entered into by and among HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas ("HSG"); John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri ("Hammons").

#### W-I-T-N-E-S-S-E-T-H

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. <u>Definitions</u>. For purposes of this Agreement, the following terms and variations thereof shall have the following meanings:
  - 1.1. Agreement. "Agreement" shall mean this Tax Credit Reimbursement Agreement, the Schedules hereto, if any, and all amendments.
  - 1.2. <u>Convention Center</u>. "Convention Center" shall mean the convention center to be constructed and operated by Hammons on the Land.
  - 1.3. <u>Credit Memorandum</u>. "Credit Memorandum" shall mean the credit memorandum issued by the Arkansas Department of Finance and Administration.
  - 1.4. <u>Hammons</u>. "Hammons" shall mean John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri.
  - 1.5. <u>HSG</u>. "HSG" shall mean HSG Holdings, LLC, an Arkansas limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas.
  - 1.6. <u>Land</u>. "Land" shall mean the land in Rogers, Benton County, Arkansas and described in Schedule 1.6.
    - 1.7. Party. "Party" shall mean any or all of HSG and Hammons.
  - 1.8. <u>Program</u>. "Program" shall mean the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997.

The above definitions shall apply to all uses of the above terms including the singular, plural, and possessive, and the past, present, and future tense.

1

4848-6093-6960.3

2. <u>Subject and Purpose</u>. By separate instrument dated on or about the date of this Agreement, HSG conveyed fee simple title to the Land to Hammons. Hammons has agreed to construct and operate the Convention Center on the Land. In connection with the construction and operation of the Convention Center, Hammons is eligible to participate in the Program. Subject to the provisions of this Agreement, Hammons has agreed to pay to HSG an amount equal to the monies received by Hammons pursuant to the Program.

#### 3. Program.

- 3.1. Sales Tax Credit. The Program provides a sales tax credit to Hammons equal to twenty-five percent (25%) of the eligible project expenditures by Hammons in connection with the construction of the Convention Center. The amount of such sales tax credit shall be set forth in the Credit Memorandum to be issued to Hammons by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order for the Credit Memorandum to be issued not later than the expiration of eligibility to participate in the Program. Upon receipt of the Credit Memorandum, Hammons shall provide a copy thereof to HSG. The sales tax credit granted by the Credit Memorandum may be applied to the sales tax liability of Hammons as reported monthly to the Arkansas Department of Finance and Administration. Upon filing any such monthly report, Hammons shall provide a copy thereof to HSG.
- 3.2. Income Tax Credit. The Program provides an income tax credit based upon the average hourly wages of the new permanent employees hired as a result of the construction and operation of the Convention Center. The Program requires Hammons to certify to the Arkansas Department of Finance and Administration the number of new permanent employees hired as a result of the construction and operation of the Convention Center. The amount of such income tax credit shall be determined annually over a period of ten (10) years by the Arkansas Department of Finance and Administration. Hammons shall use its best efforts to comply with the requirements of the Program in order to qualify for the income tax credit granted by the Program. Upon receipt of the annual determination of the amount of the income tax credit, Hammons shall provide a copy thereof to HSG.
- 4. Payment. Hammons shall make payments to HSG as follows: (a) within fifteen (15) days after the end of each month for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the sales tax credit granted pursuant to the Credit Memorandum that may be applied to the sales tax liabilities of Hammons; and (b) within fifteen (15) days after the filing of the annual Arkansas state income tax return of Hammons for a term of up to ten (10) years, Hammons shall pay to HSG an amount equal to the income tax credit permitted pursuant to the Program that may be applied to the income tax liabilities of Hammons. The total amount to be paid by Hammons under this Agreement shall be Six Million Dollars (\$6,000,000.00).

- 5. Ceasing of Operations. In the event Hammons shall cease the operation of the Convention Center or in the event Hammons shall fail to pay the amounts required by this Agreement as and when due, Hammons shall provide one of the following remedies to HSG: (a) Hammons shall cause the successor operator of the Convention Center to pay the amounts due to HSG under this Agreement pursuant to terms and conditions reasonably acceptable to HSG; (b) Hammons shall pay an amount to HSG as agreed by HSG and Hammons, but if no agreement can be made, an amount equal to Six Million Dollars (\$6,000,000.00) less all prior payments made pursuant to this Agreement. Notwithstanding the foregoing, HSG may commence litigation against Hammons to recover the unpaid balance of amounts due pursuant to this Agreement
- 6. <u>Binding Obligation</u>. Hammons hereby represents and warrants that Hammons has duly authorized and has taken all necessary actions to authorize the execution and delivery of this Agreement and to authorize the performance of the representations, warranties, and covenants of Hammons in this Agreement. This Agreement constitutes the legal, valid, and binding obligation of Hammons and is enforceable in accordance with respective provisions, except to the extent enforcement may be limited by bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors, by general principles of equity, and by the exercise of judicial discretion.
- 7. <u>Field Audit.</u> At any time upon request by HSG, Hammons shall permit an independent certified public accountant satisfactory to HSG, in its sole and absolute discretion, to perform a field audit of the books and records and operations of Hammons.

#### 8. General Provisions.

- 8.1 <u>Currency</u>. Any payments under this Agreement shall be paid in the form of currency of the United States of America.
- 8.2 <u>Schedules</u>. All Schedules to this Agreement as supplemented, modified, or amended from time to time, are hereby incorporated into this Agreement as though they were fully set forth in this Agreement.
- 8.3 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Arkansas.
- 8.4 <u>Rights and Remedies Cumulative</u>. The rights and remedies expressed in this Agreement are cumulative and not exclusive of any rights and remedies otherwise available to HSG.

- 8.5 <u>Assignment; Assumption</u>. This Agreement shall not be assigned or otherwise transferred by Hammons or assumed by any other person without the prior written consent of HSG.
- 8.6 <u>Modification: Waiver</u>. This Agreement may be modified, amended, or waived only by a written agreement signed by the party to be bound by the modification, amendment, or waiver. The course of dealing among the Parties shall not modify or amend this Agreement in any respect. Any delay by HSG in the exercise of any of its rights under this Agreement shall not be construed as a waiver or release of any of the provisions of this Agreement.
- 8.7 <u>Binding Effect and Benefit</u>. This Agreement shall inure to the benefit of and shall be binding upon and enforceable by the heirs, successors, and assigns of the Parties.
- 8.8 Notice. All notices, requests, demands, and other communications permitted or required by this Agreement shall be in writing, and (a) delivered in person; (b) sent by express mail or other overnight delivery service providing receipt of delivery; or (c) mailed by certified or registered mail, postage prepaid, return receipt requested, restricted delivery to the relevant party. All such notices and other communications shall be sent to the following addresses, unless changed by the receiving Party or otherwise known to the sending Party:

If to HSG:

HSG Holdings, LLC Attn: Bill W. Schwyhart 3333 Pinnacle Hills Parkway Penthouse Suite Two Rogers, Arkansas 72758

If to Hammons:

John Q. Hammons Revocable Trust

- 8.9 <u>Time for Performance</u>. Time is of the essence.
- 8.10 Third Party Beneficiaries. Except as provided in this Agreement, the Parties do not intend to create any rights for the benefit of any third party.

- 8.11 Counterparts. This Agreement may be executed in two or more counterparts. Each counterpart of this Agreement shall be deemed a duplicate original of this Agreement, and all counterparts, when collected together, shall constitute the original of this Agreement. A counterpart may be a full copy of this Agreement or a signature page from a full copy of this Agreement.
- 8.12 Severability. Each provision of this Agreement is severable from all other provisions of this Agreement. If any governmental authority shall determine, during or at the conclusion of any litigation, that any provision of this Agreement shall be invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.
- 8.13 <u>Interpretation</u>. This Agreement shall be interpreted as though the Parties participated equally in its preparation and negotiation. The Parties assume joint responsibility for the form and composition of each provision of this Agreement.
- 8.14 Entire Agreement. This Agreement contain the entire agreement of the Parties regarding the subject matter hereof, and no other oral or written agreements shall be binding on the Parties.

EXECUTED and DELIVERED on December 21, 2005.

HSG

HSG HOLDINGS

Bill W. Schwyhart, Authorized Representative

**HAMMONS** 

JOHN Q. HAMMONS REVOCABLE TRUST

#### ACKNOWLEDGMENT

#### STATE OF ARKANSAS COUNTY OF BENTON

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, Bill W. Schwyhart, to me well known or satisfactorily proven, as the Authorized Representative of HSG Holdings, LLC, a limited liability company organized, validly existing, and in good standing under the laws of the State of Arkansas, who stated that he was authorized to execute and deliver this Agreement on its behalf, and further stated that he had executed and delivered this Agreement on its behalf for the consideration and purposes set forth herein.

#### ACKNOWLEDGMENT

STATE OF Westerin

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public duly commissioned and acting, John Q. Hammons, to me well known or satisfactorily proven, as the Trustee of John Q. Hammons Revocable Trust, a revocable trust organized, validly existing, and in good standing under the laws of the State of Missouri, who stated that he was authorized to execute and deliver this Agreement on behalf of such corporation, and further stated that he had executed and delivered this Agreement, on behalf of such corporation, for the consideration and purposes set forth herein.

WITNESS my signature and seal as a Notary Public on December 19, 2005

My Commission Expires:

Notary Public

Kathy H Forbidge Notary Public - Notary Seel State of Missouri County of Greene

4848-6093-6960.3

# AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO TAX CREDIT REIMBURSEMENT AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of November, 2006, by and between JOHN Q. HAMMONS REVOCABLE TRUST DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED ("Hammons"), and HSG HOLDINGS, LLC ("HSG") (collectively, the "Parties").

#### WITNESSETH

WHEREAS, Hammons and HSG entered into that certain Tax Credit Reimbursement Agreement dated December 21, 2005 (the "Agreement") to provide certain tax credit reimbursements received by Hammons under the Tourism Development Incentive Program of the State of Arkansas pursuant to Act 291 of 1997 to HSG, under terms and conditions as more particularly set forth in the Agreement.

WHEREAS, the Company identified in the Agreement is a related entity of the developer/owner of the hotel and convention center project in Rogers, Arkansas (the "Project"), however, the owner of record of the Project is JQH - ROGERS CONVENTION CENTER DEVELOPMENT, LLC (the "Owner"); and

WHEREAS, it is the desire of all parties to accurately document the entities which are parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. **Definitions:**

## 1.4 Paragraph 1.4 shall be replaced in its entirety as follows:

- 1.4 <u>Hammons</u>. "Hammons" shall mean JQH Rogers Convention Center Development, LLC, a Missouri limited liability company.
- 2. Hammons has assigned or will assign to JQH Convention Center Development, LLC, all rights, title, and interest in and to any Tax Credit Agreements relating to the convention center in Rogers, Arkansas, between the Arkansas Department of Economic Development and any John Q. Hammons controlled entity.
- 3. Other Contract Provisions. It is understood and agreed between the parties that all other terms, conditions, provisions, and covenants contained in the Agreement, not inconsistent herewith, shall remain in full force and effect and are hereby ratified and reaffirmed.

Page 1

- 4. <u>Counterparts</u>. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Further, this Assignment may be executed by facsimile signature.
- 5. <u>Modification</u>. The Agreement cannot be further modified in any manner other than by written amendment executed by Assignee and Department.

**IN WITNESS WHEREOF,** each of the parties hereto has duly signed this Amendment as of the Effective Date.

REVOCABLE TRUST OF JOHN Q. HAMMONS, Sole member of JOHN Q. HAMMONS HOTELS DEVELOPMENT, LCC, Sole member of JQH - ROGERS CONVENTION CENTER DEVELOPMENT, LLC

OHIO, HAMMONS

HSG HOLDING, LLC

BILL SCHWYHAR AUTHORIZED REPRESENTATIVE

L:\Rogers ES\Agreement\Amendment to Tax Credit Reimbursement Agreement rev\_wpd

# District of Kansas Claims Register

### 16-21199 JQH - Rogers Convention Center Development, LLC

Judge: Robert D. Berger Chapter: 11

Office: Kansas City

Last Date to file claims:

Last Date to file (Govt):

Creditor: (8895281) Claim No: 3 Status:
J.B. Hunt, LLC Original Filed Filed by: AT

11300 Cantrell Road, Suite 201 Date: 01/16/2018 Entered by: Ashlee Yager

Little Rock, AR 72212 Original Entered Modified:

Date: 01/16/2018

Amount claimed: \$4049451.00 Secured claimed: \$0.00 Priority claimed: \$0.00

History:

Details 3-1 01/16/2018 Claim #3 filed by J.B. Hunt, LLC, Amount claimed: \$4049451.00 (Yager, Ashlee)

Description: (3-1) Tax Credit Reimbursement Agreement

Remarks:

# **Claims Register Summary**

Case Name: JQH - Rogers Convention Center Development, LLC

**Case Number:** 16-21199

Chapter: 11

**Date Filed:** 06/26/2016 **Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$4049451.00
<b>Total Amount Allowed*</b>	

<sup>\*</sup>Includes general unsecured claims

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

	Claimed	Allowed
Secured	\$0.00	
Priority	\$0.00	
Administrative		

# District of Kansas Claims Register

### 16-21142 John Q. Hammons Fall 2006, LLC

Judge: Robert D. Berger Chapter: 11

Office: Kansas City

Last Date to file claims:

Last Date to file (Govt):

Creditor: (8898323) Claim No: 800 Status:
J.B. Hunt, LLC Original Filed Filed by: CR

Lax, Vaughan, Fortson, Rowe & Date: 01/23/2018 Entered by: Terri Marshall

Threet, P. Original Entered Modified:

11300 Cantrell Road, Suite 201 Date: 01/23/2018

Little Rock, AR 72212

Amount claimed: \$4049451.00

History:

Details 800- 01/23/2018 Claim #800 filed by J.B. Hunt, LLC, Amount claimed: \$4049451.00 (Marshall, Terri

Description: (800-1) Tax Credit Reimbursement Agreement (21199) Remarks: (800-1) KSB Filed 1/16/18; ECF by Claims Agent 1/23/18

### **Claims Register Summary**

Case Name: John O. 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>	\$4049451.00	
<b>Total Amount Allowed*</b>		

<sup>\*</sup>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		