-	Debtor 1	Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated
(Spouse, if filing)		
		o)
United States Bankruptcy Court for the: District of Kansas at Kansas City		••
Clinica dialeg Ballicapito, Court in the Digition of Mariada at Mariada dity	United States	Bankruptcy Court for the: District of Kansas at Kansas City

Official Form 410

Proof of Claim - REJECTION OF EXECUTORY CONTRACT

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					<u></u>			
1.	Who is t	Missouri State University 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 acquired someon		☑ No ☐ Yes. From	whom?				
3.	and pay	Where should notices and payments to the	Where should notices to the creditor be sent?			Where should payments to the creditor be sent? (if different)		
	creditor be sent?	David L. Going, Armstrong Teasdale LLP			Rachael Dockery, General Counsel - MSU			
		Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name		Name			
			7700 Forsyth Blvd., Suite 1800		901 S. National Avenue Number Street			
			Number S St. Louis	Street MO	63105	Springfield	, MO	65897
			City	State	ZIP Code	City	State	ZIP Code
			Contact phone 314-342-8010 Contact email dgoing@armstrongteasdale.com			Contact phone	17-836-8507	
						Contact email rmdockery@MissouriState.edu		
			Uniform claim identifier for electronic payments in chapter 13 (if you use one):					
4.		nis claim amend eady filed?	10 No ☐ Yes. Clair	m number on court clai	ms registry (if known) _		Filed on	100 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
5.	else ha	know if anyone s filed a proof n for this claim?	☑ No ☐ Yes. Who	o made the earlier filing	?			

Official Form 410 Proof of Claim page 1

Official Form 410 Proof of Claim page 2

12. Is all or part of the claim entitled to priority under	☑ No ☐ Yes. Check	one:			Amount entitled to priority		
11 U.S.C. § 507(a)?		c support obligations (include	ling alimony and child	support) under	Amount chance to priority		
A claim may be partly priority and partly nonpriority. For example,		C. § 507(a)(1)(A) or (a)(1)(B		support) under	\$		
in some categories, the law limits the amount entitled to priority.	Up to \$2 persona	,850* of deposits toward pu l, family, or household use.	rchase, lease, or renta 11 U.S.C. § 507(a)(7).	l of property or	services for \$		
	bankrup	salaries, or commissions (u tcy petition is filed or the de C. § 507(a)(4).	p to \$12,850*) earned btor's business ends, v	within 180 days whichever is ear	before the s		
		r penalties owed to governn	nental units. 11 U.S.C.	§ 507(a)(8).	\$		
	Contribu	itions to an employee benef	it plan. 11 U.S.C. § 50	7(a)(5).	\$		
		pecify subsection of 11 U.S	-		\$		
					begun on or after the date of adjustment.		
	Amounts a	re subject to adjustment on 4/0	1719 and every 5 years an	or that for dagger.			
Part 3: Sign Below							
The person completing	Check the appro	priate box:					
this proof of claim must sign and date it.	☑ I am the cre						
FRBP 9011(b).	☐ I am the cre						
If you file this claim							
electronically, FRBP 5005(a)(2) authorizes courts	☐ I am a guar	antor, surety, endorser, or o	ther codebtor. Bankrup	otcy Rule 3005.			
to establish local rules specifying what a signature	the Book of Clair						
is.	I understand that an authorized signature on this <i>Proof of Claim</i> 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,	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.						
imprisoned for up to 5 years, or both.	I declare under penalty of perjury that the foregoing is true and correct.						
18 U.S.C. §§ 152, 157, and 3571.	N /n / 2018						
\$20050 (100 OH)	Executed on dat	e MM / DD / YYYY					
	0 .	1					
	_KM	nhu					
	Signature	1					
	Print the name	of the person who is com	pleting and signing t	nis claim:			
	Name	Rachael	M.		Dockery		
	1101110	First name	Middle name		Last name		
	Title	General Counsel					
	Company	Missouri State Univ		Abordonal casastic	s a condition		
		Identify the corporate service	er as the company if the a	utnorized agent is	s a servicer.		
	Address	901 S. National Ave	enue		<u> </u>		
	Address	Number Street					
		Springfield		MO	65897		
		City	4	State	ZIP Code		
	Contact phone	417-836-8507		Email	rmdockery@MissouriState.edu		

page 3 **Proof of Claim** Official Form 410

Contact phone

AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT

THIS AGREEMENT, made effective the 10th day of February, 2006, by and between John Q. Hammons, Trustee, Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, (hereinafter referred to as the Donor) 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri, 65806, and the Missouri State University Foundation, a Charitable Corporation, 300 South Jefferson, Springfield, Missouri 65806 (hereinafter referred to as Foundation) and the Board of Governors of Missouri State University, 901 South National Avenue, Springfield, Missouri, 65897 (hereinafter referred to as the University), (Foundation and University individually or jointly hereinafter referred to as the Donee),

WITNESSETH:

1 3

WHEREAS, the Donor desires to make a substantial charitable gift to the Donee for the University Arena on the campus; and

WHEREAS, the Arena, which shall be located on the University campus immediately east and adjacent to the existing Hammons Student Center, on John Q. Hammons Parkway, will be a centerpiece for the University, will be the forum for competition for the University's athletics teams including men's and women's basketball, will be a facility of a minimum of 12,000 chair-back seats, will contain private suites and facilitate club memberships, and will have an approximate construction cost of Sixty Million Dollars (\$60,000,000); and

WHEREAS, the terms, conditions, and restrictions under which the gift and the uses to which the gift shall be used have been agreed upon by the parties, and in the interest of clarity, are outlined herein;

NOW, THEREFORE, the parties hereto agree that in exchange for the mutual promises and acts to be taken, they will do the following:

1. The Gift:

The Donor agrees to give and pledge to the Foundation a charitable gift consisting of cash and/or stock totaling \$5,000,000, plus debt service (principal and interest) on the additional principal amount of \$20,000,000, which the University and/or Foundation will incur related to the sale of bonds to finance the Arena. It is contemplated that the amount financed through sale of bonds will be

approximately \$50,000,000, after the cash/stock gift from Donor of \$5,000,000 and a like sum raised and contributed by the Donee. As a result, Donor will agree to pay and provide to Foundation the amount necessary to provide debt service on the initial financed amount of \$20,000,000. It is understood that Donor will not be responsible for debt service for the initial costs of issuance of bonds such as Bond counsel or underwriter's fees.

- a) The initial \$5,000,000 in cash/stock will be given and paid by Donor to Foundation on or before the date the Board of Governors approves the contract for the construction of the Arena, which shall be on or before December 31, 2006.
- In order to complete the portion of the gift related to debt service on the additional financed sum of \$20,000,000, Donor will make payments to the Foundation equivalent to debt service on \$20,000,000 amortized over a period of 25 years. As an example, should the average interest rate on the bonds financing the Arena be 5% per annum, for a term of 25 years, the total amount of debt service paid by Donor, shall be approximately \$35,478,500, in addition to the \$5,000,000 up front cash/stock gift.
- c) Donor agrees to pay the cost for debt service upon a schedule, at least annually, which may be determined when the timing of any bond payments are clarified.

2. Terms, Conditions and Restrictions Attending the Gift

The Donor makes the gift, and the Donee agrees to accept the gift, subject to the following terms, conditions and restrictions:

- a) In appreciation of the Donor's generous gift commitment, the Board of Governors of Missouri State University shall name the facility the JQH Arena. The facility shall be so named throughout its useful life so long as the facility is utilized by the University, the name shall not be changed, even though either or both of the University's men's or women's basketball teams are no longer using the Arena for their competitive contests.
- b) The Donor agrees to provide the Donee with the monies outlined in Section 1, and the Donee agrees to place such monies in a fund designated specifically for JQH Arena financing.
- c) The commitment of these funds by the Missouri State University
 Foundation to Missouri State University for the purposes set forth in this
 agreement constitute the fulfillment of this purpose and restriction for
 accounting purposes.

- d) The Parties agree the name of the facility will be placed prominently on each visible side of the exterior of the facility, subject to the reasonable approval of Donor. In addition, the name will likewise be used when the Donee or University is communicating the name in written publications, as well as in the institution's video and radio productions. Furthermore, the University will ask all media outlets to refer to the Arena by the name agreed upon; however, the Donor understands that neither the University nor the Foundation can guarantee how the media may refer to the building.
- e) Donee will, upon request, provide general information regarding the selection of the General Contractor and updates on the construction of the Arena, which Donor will maintain confidential if requested. Donor understands and acknowledges as a public facility the construction will be according to applicable laws and regulations for the construction of public buildings in the State of Missouri.
- The Donor agrees and understands that Missouri State University may name internal areas of said facility for other individuals, businesses, corporations, or foundations who have demonstrated a significant involvement with the Arena through private gift support. However, the name of the Arena itself and the main basketball court in this facility shall bear the name the JQH Arena during the useful life of this Arena.
- g) The Missouri State University Foundation will maintain exemption under Section 501(c)(3) of the Internal Revenue Code.
- h) In further consideration of the Gift, Donor or an affiliated individual or company shall be provided one (1) luxury suite in a location within the facility approved by Donor, without annual rent but subject to the other terms applicable generally to those suites, during the lifetime of John Q. Hammons and for 3 years thereafter.
- i) Donor understands and agrees that a portion of the bonds financing the Arena may be considered in the opinion of bond counsel to be taxable bonds under Internal Revenue Code, which would impact the overall interest rate for Arena financing. Neither Donee nor Donor makes any commitment, promise or representation regarding the interest rates on the bonds or any tax issue or determination.
- j) This agreement shall be binding on the Parties, their successors and assigns. This agreement shall constitute the entire agreement among the Parties with regard to the subject matter of the Gift of the Donor for the financing and construction of the JQH Arena.

IN WITNESS WHEREOF, the Parties, representing that they have the full right and authority to enter into this agreement for the Making and Accepting of a Charitable Gift,

on the terms as set forth herein, have set their hands and seals as of the dates and year written following.

WITNESS OUR HANDS AND SEALS.

DONOR:

REVOCABLE TRUST OF JOHN Q. HAMMONS Dated December 28, 1989, as Amended and Restated John Q. Hammons, Trustee

ATTEST:	
Delia Marty	7/3 Date
2/3/06	Date
Date /	DONEE:
	MISSOURI STATE UNIVERSITY FOUNDATION
ATTEST: Circle R. Busby, Assistant Secretary 2/8/06 Date	By: Manus Shory Thomas G. Strong Date President BOARD OF GOVERNORS
ATTEST: John W. McAlear Secretary	By: Michael Franks Date President, Board of Governors
2-10-0 6 Date	

ADDENDUM TO AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT

Whereas, the Parties as of February 10, 2006, have entered into an Agreement entitled "AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT" (the "Agreement"), and the Parties hereby desire to amend that Agreement on the terms as stated herein, and except as specifically amended the provisions of the Agreement remain in full force and effect. The Parties hereby amend said Agreement on the following terms:

WITNESSETH:

The second paragraph beginning "WHEREAS" shall be amended to read as follows:

WHEREAS, the Arena, which shall be located on the University campus immediately east and adjacent to the existing Hammons Student Center, on John Q. Hammons Parkway, will be a centerpiece for the University, will be the forum for competition for the University's athletics teams including men's and women's basketball, will be a facility of a minimum of 11,000 seats which shall be chairback, except for the student section, and will contain private suites and facilitate club memberships, and will have an approximate cost of Sixty-seven Million Dollars (\$67,000,000.00), which may increase on receipt of additional gifts; and

Paragraph 1 of the Agreement shall be amended to state as follows:

1. The Gift:

The Donor agrees to give and pledge to the Foundation a charitable gift consisting of cash and/or stock totaling \$1,000,000, the receipt of which is hereby acknowledged, plus debt service (principal and interest) on the additional principal amount of \$29,000,000, which the University and/or Foundation will incur related to the sale of the bonds to finance the Arena. It is contemplated that the amount financed through sale of bonds will be approximately \$61,000,000, after the cash/stock gift from Donor of \$1,000,000 and an additional sum raised and contributed by the Donee. As a result, Donor will agree to pay and provide to Foundation the amount necessary to provide debt service on the initial financed amount of \$29,000,000. It is understood that Donor will not be responsible for debt service for the initial costs of issuance of bonds such as Bond counsel or underwriter's fees.

a) The initial \$1,000,000 in cash/stock in cash/stock will be given and paid by Donor to Foundation on or before the date the Board of Governors approves the contract for the construction of the Arena, which shall be on or before December 31, 2006, which initial gift has been made and received.

In order to complete the portion of the gift related to the debt service on the additional financed sum of \$29,000,000, Donor will make payments to the Foundation equivalent to debt service on \$29,000,000 amortized over a period of 25 years. As an example, should the average interest rate on the bonds financing the Arena be 5% per annum, for a term of 25 years, the total amount of debt service paid by Donor, shall be approximately

\$51,440,532, in addition to the \$1,000,000 up front cash/stock gift.

- c.) Donor agrees to pay the cost for the debt service upon a schedule, at least 15 days prior to the semi annual payments, and which may be further determined when the timing of any bond payments are clarified. Donor's contribution to each payment (principal and/or interest) will be equal to 29/61 of each total payment. The amount of the pledge (not including interest) will be reduced by the pro rata (29/61) bond principal reduction.
- d.) Donor may pay the unamortized amount of the pledge at any time, on 180 days notice.

IN WITNESS WHEREOF, the Parties, representing they have the full right and authority to enter into this ADDENDUM TO AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT, on the terms as set forth herein, have set their hands and seals as of the dates and year written following, to be effective as of the date of execution by all Parties, and all other terms and provisions of the AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT shall remain in full force and effect.

WITNESS OUR HAND AND SEALS.

DONOR:

REVOCABLE TRUST OF JOHN Q. HAMMONS Dated December 28, 1989, as Amended and Restated John Q. Hammons, Trustee

	John Q. Hammons, Trustee
ATTEST:	Date
Date	DONEE:
	MISSOURI STATE UNIVERSITY FOUNDATION
ATTEST: Circle R. Busby Asst. Societary 2/10/07	By: 2/10/07 W. Wayne Bischler Date President
Date	BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY
ATTEST:	By: W. Wafarful s/13/07

John W. McAlear Secretary Michael T. Nietzel President, Missouri State University

Date

Date

SECOND ADDENDUM TO AGREEMENT

FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT

THIS SECOND ADDENDUM (this "Addendum") entered into this ____ day of March, 2015 supplements and amends THE AGREEMENT FOR THE MAKING AND ACCEPTING OF A CHARITABLE GIFT entered into February 10, 2006, as amended February 13, 2007 (the "Gift Agreement"), among John Q. Hammons, as Trustee of the Revocable Trust of John Q. Hammons Dated December 28, 1989 ("Donor"), the Missouri State University Foundation (the "Foundation") and the Board of Governors of Missouri State (the "University").

RECITALS

- 1. The University issued its Auxiliary Enterprise System Revenue Bonds, Series 2007A and Series 2007B in the aggregate principal amount of \$59,420,000 (together, the "Series 2007 Bonds") on April 17, 2007 and the Donor, and successor trustees, in accordance with the agreement and pledge in the Gift Agreement, have made payments equal to [47.54]% of each debt service payment on the Series 2007 Bonds since the date of issuance.
- 2. Subsequent to the issuance of the Series 2007 Bonds, Donor passed away and the John Q. Hammons Trust dated December 28, 1989 (the "Trust") became irrevocable. Jacqueline A. Dowdy and Greggory D. Groves are the current successors trustees (the "Trustees") of the Trust in accordance with the terms of the Trust.
- 3. The University and the Trustees desire to lower the debt service costs of the Series 2007 Bonds by the University issuing a series of auxiliary enterprise system revenue bonds (the "Refunding Bonds"), the proceeds of which will be used to refund the Series 2007 Bonds and pay associated costs of issuance of the Refunding Bonds.
- 4. The University and the Trustees desire to share the debt service savings associated with the issuance of the Refunding Bonds and the advance refunding of the outstanding Series 2007 Bonds and to such end to have the Trust continue to pay 47.54% of the debt service on the Refunding Bonds and the University continue to pay the balance of the debt service on the Refunding Bonds.
- 5. The University and the Trustees desire to amend the Gift Agreement to provide for the issuance of the Refunding Bonds and the confirmation of their agreements relating thereto.
- **NOW, THEREFORE,** in consideration of the mutual terms and conditions contained herein, the Trust, the Foundation, and the University agree as follows:
- 1. From and after the date of the issuance of the Refunding Bonds, the Trust will make payments to the Foundation equal to 47.54% of the debt service, consisting of principal and interest payments, on the Refunding Bonds. It is understood that the proceeds of the Refunding Bonds will be used solely to advance refund the Series 2007 Bonds and to pay the costs of issuance of the Refunding

Bonds and for no other purposes. The obligations of the Trust to make the gifts of debt service to the Foundation are subject to the condition that:

- (a) the Refunding Bonds mature on or before the final maturity of the Series 2007 Bonds as shown on **Exhibit A**; and
- (b) the cumulative total of principal and interest payments due on the Refunding Bonds is less than the cumulative total of the remaining principal and interest payments on the Series 2007 Bonds shown on **Exhibit A**; and
- (c) the Refunding Bonds are issued on or before July 31, 2015.
- 2. The Trust will make donations to the Foundation equal to its share of the debt service on the Refunding Bonds at least 15 days prior to the University's scheduled semi-annual debt service payments, which the University expects to be April 1 and October 1 of each year, commencing October 1, 2015. The Trust shall, at its option and upon thirty (30) days notice, have the right to prepay its portion of the principal along with its portion of the interest then due. In the event the Trust exercises its right to prepay, the Trust shall be released from any further obligation with respect to the Refunding Bonds. The University will provide the Trust the debt service payment scheduled for the Refunding Bonds promptly after the issuance of the Refunding Bonds.
- 3. The Foundation commits any payments received pursuant to this Addendum and the Gift Agreement to the University.
- 4. Nothing contained herein obligates the University to issue the Refunding Bonds, the issuance of which is in the sole discretion of the Board of Governors of the University. If the Refunding Bonds are not issued on or before July 31, 2015, this Addendum shall be of no force or effect.
- 5. Notwithstanding paragraph 4 of this Addendum, the University shall continue to provide the Trust, or an affiliated individual or company, the use of the same luxury suite at JQH Arena, which the Trust is currently using, so long as the Trust continues to make payments on the Series 2007 Bonds or Refunding Bonds. The Trust shall not be required to make annual rent for the use of the suite, but shall be subject to the other terms generally applicable to those suites.
- 6. Except as modified by this Addendum, the provisions of the Gift Agreement remain in full force and effect, and the parties hereto ratify and confirm the terms thereof.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Addendum to Agreement for the Making and Accepting of a Charitable Gift as of the date set forth above.

JACQUELINE A. DOWDY AND GREGGORY D. GROVES, SUCCESSOR TRUSTEES OF THE JOHN Q. HAMMONS TRUSTDATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

By: Jacquely
Title: Successor Trustee

Title: Successor Trustee

MISSOURI STATE UNIVERSITY

Title: President

MISSOURI STATE

TE UNIVERSITY

FOUNDATION

Title: Executive Director

EXHIBIT A

SERIES 2007 BONDS - REMAINING DEBT SERVICE SCHEDULE

Fiscal year			
ending			
<u>June 30</u>	Principal Principal	<u>Interest</u>	<u>Total</u>
2016	1,875,000	2,201,094	4,076,094
2017	1,950,000	2,126,094	4,076,094
2018	2,025,000	2,048,094	4,073,094
2019	2,105,000	1,967,094	4,072,094
2020	2,215,000	1,861,844	4,076,844
2021	2,325,000	1,751,094	4,076,094
2022	2,440,000	1,634,844	4,074,844
2023	2,560,000	1,512,844	4,072,844
2024	2,690,000	1,384,844	4,074,844
2025	2,825,000	1,250,344	4,075,344
2026	2,965,000	1,109,094	4,074,094
2027	3,115,000	960,844	4,075,844
2028	3,250,000	824,563	4,074,563
2029	3,415,000	662,063	4,077,063
2030	3,585,000	491,313	4,076,313
2031	3,740,000	334,469	4,074,469
2032	3,905,000	170,844	4,075,844
Total	46,985,000	22,291,380	69,276,380

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: (8626875) Claim No: 805 Status:

Missouri State University Original Filed Filed by: CR

Armstrong Teasdale LLP Date: 06/01/2018 Entered by: C

Armstrong Teasdale LLP
David L. Going
Original Entered
7700 Forsyth Blvd, Suite 1800
Date: 06/01/2018
Entered by: Christine L.
Schlomann
Modified:

St. Louis, MO 63105

Amount claimed: \$25344073.00

History:

<u>Details</u> <u>805-</u> 06/01/2018 Claim #805 filed by Missouri State University, Amount claimed: \$25344073.00

(Schlomann, Christine)

Description: (805-1) Damages Resulting from Rejection of Agreement for the Making and

Accepting of a Charitable Gift

Remarks:

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC

Case Number: 16-21142

Chapter: 11

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

Total Amount Claimed*	\$25344073.00
Total Amount Allowed*	

^{*}Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		