

**Fill in this information to identify the case:**

Debtor 1 Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated

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

United States Bankruptcy Court for the: District of Kansas at Kansas City

Case number 16-21140

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**

1. **Who is the current creditor?** Missouri State University Foundation  
 Name of the current creditor (the person or entity to be paid for this claim)  
 Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

<p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p> <p><u>David L. Going, Armstrong Teasdale LLP</u>          Name  <u>7700 Forsyth Blvd., Suite 1800</u>          Number Street  <u>St. Louis MO 63105</u>          City State ZIP Code          Contact phone <u>314-342-8010</u>          Contact email <u>dgoing@armstrongteasdale.com</u></p>	<p><u>Stephen C. Foucart, Treasurer-MSU Foundation</u>          Name  <u>901 S. National Avenue</u>          Number Street  <u>Springfield MO 65897</u>          City State ZIP Code          Contact phone <u>417-836-4563</u>          Contact email <u>SFoucart@MissouriState.edu</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
 \_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_ MM / DD / YYYY

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

**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? \$ 25,344,073.00 plus interest. 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.  
 Damages Resulting from Rejection of Agreement for the Making and Accepting of a Charitable Gift

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)?**

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

- No
- Yes. Check one:
- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority  
\$ \_\_\_\_\_
  - Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
  - Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
  - Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
  - Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
  - Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

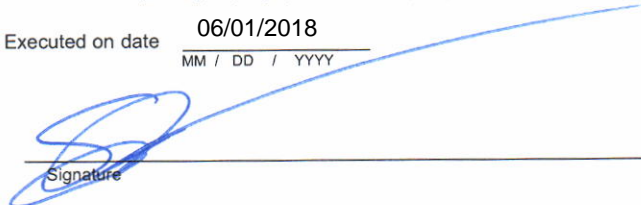
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 06/01/2018  
MM / DD / YYYY

  
\_\_\_\_\_  
Signature

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

Name Stephen C. Foucart  
First name Middle name Last name

Title Treasurer

Company Missouri State University Foundation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 901 S. National Avenue  
Number Street

Springfield MO 65897  
City State ZIP Code

Contact phone 417-836-4563 Email SFoucart@MissouriState.edu

**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:**

**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.
- b) 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.
- f) 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:

*Debra M. Marty*

2/3/06  
Date

*[Signature]* \_\_\_\_\_ 2/3/06  
Date

**DONEE:**

**MISSOURI STATE UNIVERSITY FOUNDATION**

ATTEST:

*Cindy R. Busby*  
Assistant Secretary

2/8/06  
Date

By: *Thomas Strong* \_\_\_\_\_  
Thomas G. Strong Date  
President

**BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY**

ATTEST:

*John W. McAlear*  
John W. McAlear  
Secretary

2-10-06  
Date

By: *Michael Franks* 2/10/06  
Michael Franks Date  
President, Board of Governors

**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.
- b) 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

ATTEST:

\_\_\_\_\_  
Date

John Q. Hammons 2-6-07  
Date

DONEE:

MISSOURI STATE UNIVERSITY FOUNDATION

ATTEST:

Cindy R. Busby  
Asst. Secretary  
2/10/07  
Date

By: W. Wayne Bischler 2/10/07  
W. Wayne Bischler Date  
President

BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY

ATTEST:

John W. McAlen

By: John W. McAlen 2/13/07

John W. McAlear  
Secretary

Michael T. Nietzel  
President, Missouri State University

Date

2-13-07

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 Gregory 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.

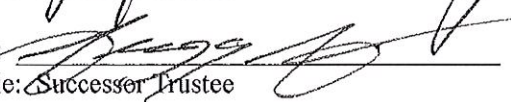
6. Except as modified by this Addendum, the provisions of the Gift Agreement remain in full force and effect, and the parties hereto ratify and confirm the terms thereof.

[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  
TRUST DATED DECEMBER 28, 1989, AS  
AMENDED AND RESTATED**

By:   
Title: Successor Trustee

By:   
Title: Successor Trustee

**MISSOURI STATE UNIVERSITY**

By:   
Title: President

**MISSOURI STATE UNIVERSITY  
FOUNDATION**

By:   
Title: Executive Director

**EXHIBIT A**

**SERIES 2007 BONDS -- REMAINING DEBT SERVICE SCHEDULE**

Fiscal year ending	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
<u>June 30</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:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (8626873)  
Missouri State University  
Foundation  
Armstrong Teasdale LLP  
David L. Going  
7700 Forsyth Blvd, Suite 1800  
St. Louis, MO 63105

**Claim No:** 806  
*Original Filed*  
*Date:* 06/01/2018  
*Original Entered*  
*Date:* 06/01/2018  
*Last Amendment*  
*Filed:* 06/04/2018  
*Last Amendment*  
*Entered:* 06/04/2018

*Status:*  
*Filed by:* CR  
*Entered by:* Christine L.  
Schlomann  
*Modified:*

Amount claimed: \$25344073.00

### *History:*

[Details](#) [806-1](#) 06/01/2018 Claim #806 filed by Missouri State University Foundation, Amount claimed: \$25344073.00 (Schlomann, Christine)

[Details](#) [806-2](#) 06/04/2018 Amended Claim #806 filed by Missouri State University Foundation, Amount claimed: \$25344073.00 (Schlomann, Christine)

*Description:* (806-1) Damages Resulting from Rejection of Agreement for the Making and Accepting of a Charitable Gift

(806-2) Damages Resulting from Rejection of Agreement for the Making and Accepting of a Charitable Gift

*Remarks:* (806-2) Added Proof of Claim form that was not filed previously

## 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>	\$25344073.00
<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.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		



**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:**

**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.
- b) 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.
- f) 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:

*Debra M. Marty*

2/3/06  
Date

*[Signature]* \_\_\_\_\_ 2/3/06  
Date

**DONEE:**

**MISSOURI STATE UNIVERSITY FOUNDATION**

ATTEST:

*Cindy R. Busby*  
Assistant Secretary

2/8/06  
Date

By: *Thomas Strong* \_\_\_\_\_  
Thomas G. Strong Date  
President

**BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY**

ATTEST:

*John W. McAlear*  
John W. McAlear  
Secretary

2-10-06  
Date

By: *Michael Franks* 2/10/06  
Michael Franks Date  
President, Board of Governors

**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.
- b) 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

ATTEST:

\_\_\_\_\_  
Date

John Q. Hammons 2-6-07  
Date

DONEE:

MISSOURI STATE UNIVERSITY FOUNDATION

ATTEST:

Cindy R. Busby  
Asst. Secretary  
2/10/07  
Date

By: W. Wayne Bischler 2/10/07  
W. Wayne Bischler Date  
President

BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY

ATTEST:

John W. McAlen

By: John W. McAlen 2/13/07

John W. McAlear  
Secretary

Michael T. Nietzel  
President, Missouri State University

Date

2-13-07

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 Gregory 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.

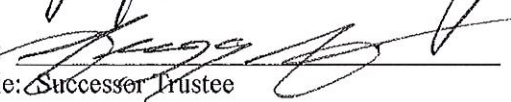
6. Except as modified by this Addendum, the provisions of the Gift Agreement remain in full force and effect, and the parties hereto ratify and confirm the terms thereof.

[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  
TRUST DATED DECEMBER 28, 1989, AS  
AMENDED AND RESTATED**

By:   
Title: Successor Trustee

By:   
Title: Successor Trustee

**MISSOURI STATE UNIVERSITY**

By:   
Title: President

**MISSOURI STATE UNIVERSITY  
FOUNDATION**

By:   
Title: Executive Director

**EXHIBIT A**

**SERIES 2007 BONDS -- REMAINING DEBT SERVICE SCHEDULE**

Fiscal year ending <u>June 30</u>	<u>Principal</u>	<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:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (8626873)  
Missouri State University  
Foundation  
Armstrong Teasdale LLP  
David L. Going  
7700 Forsyth Blvd, Suite 1800  
St. Louis, MO 63105

**Claim No:** 806      *Status:*  
*Original Filed*      *Filed by:* CR  
*Date:* 06/01/2018      *Entered by:* Christine L.  
*Original Entered*      Schlomann  
*Date:* 06/01/2018      *Modified:*

Amount claimed: \$25344073.00

*History:*

[Details](#)    [806-1](#)    06/01/2018 Claim #806 filed by Missouri State University Foundation, Amount claimed: \$25344073.00 (Schlomann, Christine)

*Description:* (806-1) 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

<b>Total Amount Claimed*</b>	\$25344073.00
<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>		