

Fill in this information to identify the case:

Debtor 1 The 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

Case number 16-21140**Official Form 410****Proof of 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.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Marriott International, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Sheppard Mullin Richter & Hampton, LLP</u> Name <u>30 Rockefeller Plz. (Attn: Michael T. Driscoll)</u> Number Street <u>New York</u> <u>NY</u> <u>10112</u> City State ZIP Code Contact phone <u>212-653-8700</u> Contact email <u>mdriscoll@sheppardmullin.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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? \$ 0.00 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.

See attached addendum.

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

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

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

\$ _____

☐ Up to \$2,775* 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 \$12,475*) 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 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

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

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

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

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

Executed on date

12/9/2016
MM / DD / YYYY

Michael T Driscoll

Signature

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

Name Michael T. Driscoll
First name Middle name Last name

Title _____

Company Sheppard Mullin Richter & Hampton, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 30 Rockefeller Plaza
Number Street
New York NY 10112
City State ZIP Code

Contact phone 212-653-8700 Email mtdriscoll@sheppardmullin.com

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY

In re:

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

Debtor.

Chapter 11

Case No. 16-21140

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM OF MARRIOTT INTERNATIONAL, INC.

A. CREDITOR INFORMATION

All communications regarding the Proof of Claim filed by Marriott International, Inc. ("Marriott") should be addressed to Marriott International, Inc., 10400 Fernwood Road, Bethesda, Maryland, 20817, with a copy to Michael T. Driscoll, Esq., Sheppard Mullin Richter & Hampton LLP, 30 Rockefeller Plaza, New York, New York 10112, Telephone (212) 653-8700.

B. CLAIM INFORMATION

1. Basis for Claim. Marriott entered into that certain *Residence Inn by Marriott Franchise Agreement between Marriott International, Inc. and The Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated*, dated March 8, 2005, relating to the Residence Inn in Joplin, Missouri (the "Joplin Residence Inn Agreement") with The Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated (the "Debtor"). Pursuant to the Joplin Residence Inn Agreement, the Debtor is required to pay Marriott for franchise, marketing, royalty and other fees and reimbursable amounts (collectively, the "Fees") in accordance with the terms set forth therein.

In addition, the Debtor is a guarantor for debtors JQH - Glendale, AZ Development, LLC, JQH - La Vista CY Development, LLC, JQH - Normal Development, LLC, Hammons of South Carolina, LLC, JQH - Ft. Smith Development, LLC, John Q Hammons Fall 2006, LLC,

JQH - Kansas City Development, LLC, JQH - Oklahoma City Bricktown Development, LLC, Hammons of Oklahoma City, LLC, and Hammons of Tulsa, LLC (collectively, the “Franchisee Debtors”) of the Fees under certain other franchise agreements (the “Franchise Agreements”) entered into by and between Marriott and the Franchisee Debtors, which remain due, owing and unpaid as of the date hereof. Pursuant to the Franchise Agreements, the Franchisee Debtors are required to pay Marriott the Fees in accordance with the terms set forth therein.¹ Marriott and the Debtor entered into certain guaranties (the “Guaranties”) in connection with each of the Franchise Agreements, pursuant to which the Debtor guaranteed the prompt payment and performance of the Franchisee Debtors under each of the respective Franchise Agreements.²

2. Amount and Classification of Claim. Marriott holds a pre-petition unsecured claim in the amount of \$0.00.

3. Setoff. This claim is not subject to any known right of setoff held by the Debtor.

4. Reservation of Rights. Marriott reserves its right to amend or further supplement this Proof of Claim in all respects, including, but not limited to, liquidating any unliquidated amounts, asserting a claim or claims for additional amounts due and/or claims based on alternative theories or liabilities, including but not limited to indemnification, contribution, or reimbursement, and asserting any claims for damages arising from events or conduct by the Debtor. Moreover, Marriott hereby reserves the right to assert all or part of the claim as an administrative or other priority claim, and to file additional claim(s) or application(s) for payment of such administrative or priority claims.

¹ Contemporaneously herewith Marriott is filing proofs of claim against each of the Franchisee Debtors for the Fees, if any, outstanding under the Franchise Agreements.

² The Joplin Residence Inn Agreement, the Franchise Agreements, and the Guaranties are commercially sensitive business documents and are too voluminous to attach hereto. Upon information and belief, the Debtors are in possession of these documents; nonetheless, to the extent that the Debtors do not have copies of the referenced documents, the Debtors may request said documents from Marriott’s counsel, Sheppard Mullin Richter & Hampton LLP, Attn: Michael T. Driscoll, Esq., 30 Rockefeller Plaza, New York, New York 10012.

To the extent that certain non-debtor entities have entered into agreements with Marriott to guaranty the obligations of the Debtor or the Franchisee Debtors, Marriott reserves its right to seek satisfaction of those obligations with the non-debtor entity in another jurisdiction or proceeding.

Filing of this Proof of Claim is not: (a) a waiver or release of Marriott's rights against any person, entity or property, including without limitation, any officers, directors or other principals of the Debtor; (b) a consent by Marriott to the jurisdiction of this Court with respect to proceedings, if any, commenced in any case against or otherwise involving Marriott; (c) a waiver or release of Marriott's right to trial by jury in any proceeding as to any and all matters so triable herein, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2); (d) a waiver or release of Marriott's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; or (e) an election of remedy.

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger

Chapter: 11

Office: Kansas City

Last Date to file claims: 12/23/2016

Trustee:

Last Date to file (Govt):

Creditor: (8624274)
Marriott International, Inc.
c/o Michael T. Driscoll
Sheppard Mullin Richter &
Hampton, LLP
30 Rockefeller Plaza
New York, NY 10112

Claim No: 324
Original Filed
Date: 12/09/2016
Original Entered
Date: 12/09/2016

Status:
Filed by: CR
Entered by: Sharon L. Stolte
Modified:

Amount claimed: \$0.00

History:

[Details](#) [324-1](#) 12/09/2016 Claim #324 filed by Marriott International, Inc., Amount claimed: \$0.00 (Stolte, Sharon)

Description: (324-1) Proof of Claim for In re: The Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated - 16-21140

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*	\$0.00
Total Amount Allowed*	

*Includes general unsecured claims

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

	Claimed	Allowed
Secured		
Priority		
Administrative		