

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT (this "Agreement") is entered into as of the 2nd day of June 2017 (the "Effective Date") by and between John Q. Hammons Fall 2006, LLC, for itself and on behalf of the additional entities listed on Exhibit A (jointly and severally, the "COMPANY"), and JD Holdings, L.L.C. ("INTERESTED PARTY").

WHEREAS, INTERESTED PARTY is interested in pursuing a potential transaction in the COMPANY's pending bankruptcy cases to acquire certain properties and assets of the COMPANY (a "Transaction"), and in connection therewith the COMPANY may provide to INTERESTED PARTY certain confidential or proprietary information;

WHEREAS, the parties wish to set forth the terms and conditions upon which the COMPANY shall provide such confidential or proprietary information to INTERESTED PARTY;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. COMPANY shall provide Confidential Information (as defined in paragraph 2. below) solely for the purpose of providing INTERESTED PARTY the opportunity to evaluate the Transaction and for no other purpose whatsoever (the "Authorized Purpose").

2. For purposes of this Agreement, "Confidential Information" means any and all confidential or proprietary information related to COMPANY, whether in written, oral, electronic, graphic, or other form, which COMPANY discloses to INTERESTED PARTY on or after the date of this Agreement in connection with the Transaction, whether marked confidential or proprietary or not. "Confidential Information" includes, without limitation: agreements; leases; financial statements for individual hotel properties or all or part of COMPANY; intellectual property; models; drawings; employee or partner information; customer information; lessee and lessor information; analyses; compilations; studies; financial, statistical, technological or other business information; any draft agreements relating to the Transaction and the terms and conditions hereunder and thereunder; and discussions between INTERESTED PARTY or RELATED PARTY, on the one hand, and COMPANY or its representatives, on the other hand, relating to the possible Transaction.

3. For purposes of this AGREEMENT, Confidential Information shall not include any information that: (i) was known to INTERESTED PARTY or a RELATED PARTY prior to disclosure by the COMPANY pursuant to this Agreement, (ii) is, as of the time of its disclosure, or thereafter becomes, publicly available through a source other than the INTERESTED PARTY acting in breach of this Agreement; (iii) was or is made known to the INTERESTED PARTY or a RELATED PARTY by a third person who is not, as far as INTERESTED PARTY or such RELATED PARTY was aware, subject to any confidentiality obligation and does not impose any confidentiality obligation on the INTERESTED PARTY or such RELATED PARTY with

respect to such information; (iv) is required or requested to be disclosed pursuant to governmental or regulatory authority, professional obligation, law, regulation, duly authorized subpoena or court order or other judicial process or stock exchange rule; or (v) is independently developed by the INTERESTED PARTY or RELATED PARTY.

4. (a) INTERESTED PARTY agrees: (i) to take steps reasonably necessary to treat and keep any and all of the Confidential Information as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature and importance; (ii) to use the Confidential Information solely for the Authorized Purpose; and (iii) that COMPANY is and shall remain the exclusive owner of its Confidential Information, and no license or conveyance of any rights in or to the Confidential Information is granted to INTERESTED PARTY, or implied under the terms of this Agreement. For the avoidance of doubt, Confidential Information may not be used for the Permitted Actions (as defined in paragraph 8 of this Agreement).

(b) COMPANY agrees that, notwithstanding anything to the contrary in this Agreement, INTERESTED PARTY may disclose Confidential Information to its affiliates, and the members, managers, partners, directors, officers, employees, attorneys, advisors, and representatives of INTERESTED PARTY or its affiliates, who need the Confidential Information for the Authorized Purpose and agree to maintain the confidentiality thereof (the "RELATED PARTIES"). Any breach by a RELATED PARTY of any provisions regarding Confidential Information in this Agreement shall be deemed a breach by INTERESTED PARTY, unless a RELATED PARTY (i) satisfies COMPANY of RELATED PARTY's ability to be responsible for this Agreement, and (ii) enters into a joinder to this Agreement in substantially the form of Exhibit B, in which case such RELATED PARTY shall be liable to COMPANY for any breach by such RELATED PARTY.

(c) Notwithstanding anything to the contrary contained herein, without the prior written consent of COMPANY, neither INTERESTED PARTY nor any RELATED PARTY will disclose any Confidential Information to, or have communications relating to any potential Transaction with, any actual or potential sources of financing (debt, equity, or otherwise), other than bona fide third party institutional lenders who are or may be engaged to provide debt financing to INTERESTED PARTY or to its affiliates.

5. If INTERESTED PARTY or a RELATED PARTY is required by relevant law to disclose any Confidential Information, then INTERESTED PARTY shall give prompt written notice to COMPANY and cooperate with COMPANY in pursuing a protective order or other appropriate relief as determined by COMPANY in its sole discretion. To the extent Confidential Information nevertheless must be disclosed, INTERESTED PARTY and RELATED PARTY (i) shall use its best efforts to arrange for the recipient to maintain the confidentiality of the Confidential Information after disclosure, and (ii) may disclose that portion of the Confidential Information which, based on the advice of legal counsel, it is legally required to disclose.

6. Upon the written request of COMPANY, INTERESTED PARTY shall return or, at its option, destroy and provide COMPANY a certification of destruction of any and all of the Confidential Information and the portion of all documents, data, drawings, materials, media or

writings to the extent containing any or all other manifestations of the Confidential Information, along with any copies and photocopies thereof unless such Confidential Information must be retained to comply with INTERESTED PARTY'S professional or legal obligations.

7. Nothing in this Agreement shall be construed as (a) requiring COMPANY to (i) disclose any Confidential Information, or (ii) enter into any subsequent transaction or agreement, or (b) granting any license or rights in the Confidential Information to INTERESTED PARTY or any RELATED PARTY other than the right to review the Confidential Information for the Authorized Purpose. Any Confidential Information provided to INTERESTED PARTY is provided "as is" without representation or warranty, with all express or implied representations or warranties hereby disclaimed, except if and to the extent agreed otherwise by the parties in a separately executed written agreement.

8. INTERESTED PARTY hereby represents and warrants that

(a) INTERESTED PARTY is not acting as a broker for or representative of any other person or entity in connection with the Transaction, and is considering the Transaction only for its own account. Except as otherwise provided in paragraph 4(b) above or with the prior written consent of the COMPANY, INTERESTED PARTY agrees that (i) it will not act as a joint bidder or co-bidder with any other person or entity with respect to the Transaction, and (ii) neither INTERESTED PARTY nor any RELATED PARTY will enter into any discussions, negotiations, agreements, arrangements or understandings (whether written or oral) with any other person or entity regarding the Transaction, other than with the COMPANY and its representatives to the extent permitted under paragraph 10; *provided however* that notwithstanding the foregoing, INTERESTED PARTY or any RELATED PARTY may enter into discussions, negotiations, agreements, arrangements and understandings (whether written or oral) regarding the Transaction, as follows (each a "Permitted Action"): (A) with the Debtors' CMBS lenders, loan servicers and representatives with respect to INTERESTED PARTY's rights as assignee under any loans the COMPANY has with the CMBS lenders; (B) with hotel brand franchisors with respect to INTERESTED PARTY's rights as assignee or new franchisee under any franchise agreements between the COMPANY and such franchisors; (C) with any claimant in the bankruptcy cases for the purpose of reaching an agreement with such claimant regarding the allowance and satisfaction of claimant's claim in the bankruptcy case solely to assist INTERESTED PARTY in pursuing a Transaction; and (D) with parties-in-interest in the bankruptcy cases with respect to any plan in the bankruptcy cases that is filed by INTERESTED PARTY or any party-in-interest after the expiration of the Debtors' exclusive periods under § 1121 of the Bankruptcy Code.

(b) Paragraph 8(a) of this Agreement is subject to the following additional provisions: (i) in performing the Permitted Actions, in all respects, INTERESTED PARTY shall comply with the provisions on Confidential Information in any such communications with the persons or entities listed in clauses (A), (B), (C) and (D); (ii) and with respect to clause 8(D), such discussions must comport with the requirements of the Bankruptcy Code; and (iii) nothing contained herein shall be construed as a waiver of INTERESTED PARTY'S right to request leave from the bankruptcy court presiding over the COMPANY'S pending bankruptcy cases to pursue

other actions otherwise prohibited under this Agreement, nor the right of the COMPANY to oppose such requests.

(c) Neither INTERESTED PARTY nor any RELATED PARTY is party to any agreement, arrangement or understanding (whether written or oral) that would restrict the ability of any other person or entity to provide financing (debt, equity, or otherwise) to any other person or entity for the Transaction, and INTERESTED PARTY hereby waives and relinquishes, for INTERESTED PARTY and any RELATED PARTY, any restriction on the ability of any other person or entity to provide any such financing.

9. (a) Unless approved in advance in writing by COMPANY, INTERESTED PARTY agrees that, subject to paragraph 9(b), neither INTERESTED PARTY nor any RELATED PARTY acting on behalf of, or in concert with, INTERESTED PARTY will, for a period of one year after the date of this Agreement, directly or indirectly acquire (or propose or agree to acquire), of record or beneficially, by purchase or otherwise, any commercial mortgage backed securities of an entity holding assets secured by one or more of the hotel properties of COMPANY ("CMBS Securities"), except that INTERESTED PARTY and RELATED PARTY may acquire or hold up to 5% of each class of the CMBS Securities and may own an amount in excess of such percentage solely to the extent resulting exclusively from actions taken by the COMPANY.

(b) Unless approved in advance in writing by COMPANY, INTERESTED PARTY agrees that, neither INTERESTED PARTY nor any RELATED PARTY shall instigate, encourage or assist any third party (including forming a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) with any such third party) to do, or enter into any discussions or agreements with any third party with respect to, any of the actions set forth in clause (a) above

10. Without the prior written consent of COMPANY, neither the INTERESTED PARTY nor any RELATED PARTY will initiate or cause to be initiated with any officer, director or employee of COMPANY or any of its affiliates (other than through UBS Investment Bank or attorneys for COMPANY or INTERESTED PARTY) any (a) communication concerning the Confidential Information, (b) requests for meetings with management in connection with a potential Transaction, or (c) communications relating to the business of the COMPANY or its affiliates relating to the potential Transaction. Other than in the ordinary course of business involving information that is not Confidential Information and is unrelated to the Transaction, and except for communications permitted under paragraph 8(a)(ii), without the prior consent of the COMPANY, neither the INTERESTED PARTY nor any RELATED PARTY will initiate or cause to be initiated any contact with any person known by INTERESTED PARTY or RELATED PARTY to be a customer, supplier or other person or entity having a business relationship with the COMPANY, regarding the Confidential Information or a Transaction.

11. For a period of one year from the Effective Date of this Agreement, unless otherwise agreed in a writing executed by COMPANY, INTERESTED PARTY will not directly or indirectly solicit for full-time or part-time employment, or independent contractor arrangement, with any person employed by COMPANY, except (a) "line level employees" (such

as hotel hospitality staff), and (b) through general advertising or solicitation not targeted at such person(s).

12. INTERESTED PARTY hereto understands and acknowledges that any breach or threatened breach by INTERESTED PARTY or any RELATED PARTY of any of the terms of this Agreement may result in irreparable injury and damage to the COMPANY which shall not be adequately compensated in money damages, that the COMPANY may have no adequate remedy at law for any such breach, and that, in addition to any other legal remedies which may be available to COMPANY, COMPANY shall be entitled to seek such equitable relief as may be necessary to protect it against any such breach or threatened breach, including, without limitation, injunctive relief without any requirement of any bond.

13. This Agreement constitutes the complete understanding of the parties hereto on the subject matter hereof and may not be modified, amended or altered unless in a writing signed by duly authorized representatives of the parties hereto.

14. The failure or delay by either party hereto in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, and any single or partial exercise thereof shall not preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

15. In the event that any provision of this Agreement, or any part of any such provision, should be deemed to exceed limitations permitted by applicable law, then such court or other trier of fact shall modify such provision or part thereof to the maximum scope, time and/or geographic limitations permitted by applicable law.

16. This Agreement may be executed in any number of original or electronic counterparts with the same effect as if such signatures were each a counterpart to this Agreement, and all such counterparts together shall be deemed an original of this Agreement.

17. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri (without regard to the conflict of laws principles).

18. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the non-assigning party. Any purported assignment without such consent will be void and unenforceable. Any purchaser of COMPANY or all or substantially all of the assets of COMPANY will be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

19. COMPANY, INTERESTED PARTY and RELATED PARTIES do not waive, and hereby expressly preserve, any and all rights, claims, defenses, and arguments, whether legal or equitable, related to any dispute between INTERESTED PARTY and RELATED PARTIES, on the one hand, and COMPANY, on the other hand, including those entities listed on Exhibit A hereto.

20. This Agreement shall terminate on the date that is the earlier of (i) the date COMPANY and INTERESTED PARTY or other purchaser close a definitive agreement for the Transaction, or (ii) two years after the date of this Agreement.

[END OF TEXT – CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives effective as of the Effective Date.

COMPANY:

INTERESTED PARTY: JD Holdings, L.L.C.

By: 

By: 

Its: Vice President

Its: President

Exhibit A

List of Debtors

- 1.) John Q. Hammons Fall 2006, LLC
- 2.) Junction City Catering Co., Inc.
- 3.) The Revocable Trust of John Q. Hammons dated December 28, 1989, as amended
- 4.) JQH - Olathe Development, LLC
- 5.) Hammons, Inc.
- 6.) John Q. Hammons Hotels Development, LLC
- 7.) ACLOST, LLC
- 8.) John Q. Hammons 2015 Loan Holdings, LLC
- 9.) JQH - Lake of the Ozarks Development LLC
- 10.) John Q. Hammons Hotels Management I Corporation
- 11.) KC Residence Catering Co., Inc.
- 12.) JQH - Concord Development LLC
- 13.) John Q. Hammons Hotels Management II, L.P.
- 14.) Bricktown Residence Catering Co. Inc.
- 15.) John Q. Hammons Hotels Management, LLC
- 16.) Hammons of Huntsville, LLC
- 17.) La Vista CY Catering Co., Inc.
- 18.) Chateau Catering Co. Inc.
- 19.) Hammons of Oklahoma City, LLC
- 20.) La Vista ES Catering Co., Inc.
- 21.) JQH - Ft. Smith Development, LLC
- 22.) Hammons of South Carolina, LLC
- 23.) Civic Center Redevelopment Corp
- 24.) Lincoln P Street Catering Co., Inc
- 25.) Hammons of Lincoln, LLC
- 26.) JQH - East Peoria Development, LLC
- 27.) Hammons of New Mexico, LLC
- 28.) Loveland Catering Co., Inc.
- 29.) Hammons of Tulsa, LLC
- 30.) Concord Golf Catering Co. Inc.
- 31.) JQH - Glendale, AZ Development, LLC
- 32.) Manzano Catering Co., Inc.
- 33.) JQH - San Marcos Development, LLC
- 34.) Hammons of Sioux Falls, LLC
- 35.) Hammons of Rogers, Inc.
- 36.) JQH - Allen Development, LLC
- 37.) Murfreesboro Catering Co., Inc.
- 38.) Concord Hotel Catering Co. Inc.
- 39.) JQH - Kansas City Development, LLC
- 40.) Normal Catering Co., Inc.
- 41.) OKC Courtyard Catering Co., Inc.
- 42.) JQH - Norman Development, LLC
- 43.) East Peoria Catering Co. Inc.

- 44.) R-2 Operating Co., Inc.
- 45.) Chateau Lake, LLC
- 46.) Fort Smith Catering Co. Inc.
- 47.) Rogers ES Catering Co., Inc.
- 48.) JQH - La Vista III Development, LLC
- 49.) Franklin/Crescent Catering Co. Inc.
- 50.) SGF-Courtyard Catering Co., Inc.
- 51.) JQH - La Vista Conference Center Development, LLC
- 52.) Sioux Falls Convention/Arena Catering Co., Inc.
- 53.) JQH - Murfreesboro Development, LLC
- 54.) Glendale Coyotes Catering Co. Inc.
- 55.) St. Charles Catering Co., Inc.
- 56.) JQH - Normal Development, LLC
- 57.) Tulsa/169 Catering Co., Inc.
- 58.) Glendale Coyotes Hotel Catering Co. Inc.
- 59.) JQH - Oklahoma City Bricktown Development, LLC
- 60.) U.P. Catering Co., Inc.
- 61.) JQH - Rogers Convention Center Development, LLC
- 62.) Hammons of Colorado LLC
- 63.) JQH - La Vista CY Development, LLC
- 64.) Huntsville Catering, LLC
- 65.) Hampton Catering Co. Inc.
- 66.) Hot Springs Catering Co. Inc.
- 67.) International Catering Co. Inc.
- 68.) Joplin Residence Catering Co. Inc.
- 69.) JQH - Pleasant Grove Development LLC
- 70.) Hammons of Richardson, LLC
- 71.) Richardson Hammons LP
- 72.) Hammons of Franklin, LLC
- 73.) City Centre Hotel Corporation
- 74.) Hammons of Arkansas, LLC
- 75.) Hammons of Frisco, LLC
- 76.) John Q Hammons Center, LLC
- 77.) Allen CY Catering Co., Inc.
- 78.) Eisemann Renaissance Club Company
- 79.) Frisco Catering Co., Inc.
- 80.) Richardson Renaissance Catering Co., Inc.
- 81.) San Marcos ES Catering Co., Inc.

Exhibit B

Form of Joinder

[LETTERHEAD OF RELATED PARTY]

DATE

NAME OF ATRIUM PARTY
ADDRESS

Re: Non-Disclosure and Non-Solicitation Agreement

Dear NAME OF RELATED PARTY:

This letter is written in reference to the Non-Disclosure and Non-Solicitation Agreement, dated DATE (the "Agreement"), between NAME OF ATRIUM ENTITY ("Atrium") and John Q. Hammons Fall 2006, LLC, for itself and on behalf of certain affiliates set forth in Exhibit A therein (jointly and severally, the "Company"), with respect to a potential transaction in the Company's pending bankruptcy cases to acquire certain properties and assets of the Company, a copy of which is attached to this letter. All capitalized terms used but not defined in this letter shall have the meanings set forth in the Agreement.

By signing this letter, the undersigned agrees that (i) the undersigned is a "Related Party" as defined in the Agreement, (ii) the undersigned shall be bound by and act in accordance with the confidentiality provisions regarding the Confidential Information, and all other terms of the Agreement applicable to a Related Party, and (iii) Atrium and the Company each shall have the right to enforce the terms of the Agreement and seek any available remedies directly against the undersigned as if it were a counterparty to the Agreement.

Sincerely,

NAME OF RELATED PARTY

By: _____
Name: _____
Title: _____