IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

U.S. Bank National Association, as Trustee, successor-in-interest to Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C34, by and through CWCapital Asset Management, LLC, solely as Special Servicer,	)	**Case No. 1831-CC01419**
Plaintiff,	)	
v.	)	
JQH Springfield Tower, LLC,	)	
Defendant.	)	

DEFENDANT'S OBJECTION TO PLAINTIFF'S APPLICATION FOR APPOINTMENT OF LIMITED RECEIVER

COMES NOW, Defendant JQH Springfield Tower, LLC ("Tower") and hereby objects to the Application for Appointment of Limited Receiver (the "Application") filed by Plaintiff U.S. Bank National Association, as Trustee, successor-in-interest to Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C34, by and through CWCapital Asset Management, LLC, solely as Special Servicer (the "Plaintiff"). In support of its objection, Tower represents as follows:

PRELIMINARY STATEMENT

This Application for appointment of a receiver is a violation of the automatic stay under 11 U.S.C. § 362(a)(3) and a federal court injunction issued by the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") on May 11, 2018. Tower is a wholly-owned subsidiary of The Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated (the "JQH Trust"), which filed a voluntary bankruptcy petition in the Bankruptcy

Court on June 26, 2016 along with seventy-five affiliated debtor entities (the "Bankruptcy Case"). That Bankruptcy Case is still pending and, most importantly, provides for payment in full of the amounts owing to the Plaintiff under the loan. Seeking the appointment of a receiver here is an attempt by Plaintiff to exercise control over the JQH Trust's rights to manage its wholly-owned subsidiary, whose only asset is the property that is the subject of this action. This Court should deny the Application on this basis alone.

But the Application fails on the merits as well. The Plaintiff claims that the appointment of a receiver is necessary (1) "to protect and preserve the property;" and (2) "to afford Plaintiff the contractual remedies to which it is entitled." These claims are incorrect. First, not only is there no evidence presented to this Court that a receiver is needed to protect and preserve Plaintiff's collateral, but this statement omits a critical fact: Tower has continuously paid Plaintiff agreed upon monthly payments of principal and interest each month from and after the maturity of the loan that is the subject of this lawsuit. Accordingly, nothing needs protecting as Tower is continuing to pay down the principal balance of the loan as well as paying all accrued interest. This fact alone should result in denial of the Application. Second, while Plaintiff contends that it is entitled to the appointment of a receiver, such a statement is a plain misreading of the loan documents, which merely provide Plaintiff with the ability to ***apply for an appointment of a receiver***. While there is no dispute that Plaintiff is entitled to ask this Court for a receiver, there is nothing in the loan documents or the evidence presented by the Application to justify the appointment of a receiver here.

This Application is nothing more than an attempt to force Tower and the JQH Trust to pay servicing fees, default interest, and other amounts to which Tower contends the Plaintiff may not be entitled. The parties are currently arguing these same issues in the Bankruptcy Court; the

arguments are fully briefed and ripe for the Bankruptcy Court's decision. The only purpose served by the appointment of a receiver here will be to cause disruption to Tower's operations, cause damage to Tower's reputation with its tenants, and otherwise remove the JQH Trust from the management of its subsidiary. For these reasons, the Court should deny the Application and dismiss this lawsuit in order to prevent Plaintiff's continuing violations of the automatic stay.

BACKGROUND FACTS

1. On June 26, 2016, the JQH Trust and seventy-five of its affiliates (collectively, the "Debtors") filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court (the "Bankruptcy Case"). The Bankruptcy Case is jointly administered under *In re John Q. Hammons Fall 2006, LLC et al.*, Case No. 16-21142.

2. As a result, the JQH Trust's ownership interest in Tower and its rights to manage Tower became property of the JQH Trust's bankruptcy estate pursuant to section 541(a) of the Bankruptcy Code.

3. Plaintiff was provided notice of the Bankruptcy Case and filed a proof of claim in the JQH Trust's bankruptcy case in the amount of $10,367,810.55 for amounts the Plaintiff contended were owed under the Tower Loan (Claim No. 647) (the "Proof of Claim"). A true and correct copy of the Proof of Claim is attached hereto and marked as Exhibit A.

4. According to the Proof of Claim, the JQH Trust "unconditionally, irrevocably, and absolutely guaranteed all payments and performance of the [Tower] under the Loan Documents." Exhibit A at p. 5.

5. On February 13, 2018, the Debtors filed a Motion for Authority to Enter Into Plan Support Agreement with JD Holdings, L.L.C. and Compromise of Claims (the "Settlement Motion"). A true and correct copy of the Settlement Motion is attached hereto and marked as

Exhibit B. The Settlement Motion sought to settle numerous, multi-year disputes between the Debtors and JD Holdings, L.L.C. ("JD Holdings") to clear the way for JD Holdings to acquire substantially all of the Debtors' assets, pay in full all allowed claims in the Bankruptcy Cases (totaling more than $1 billion) and subordinate JD Holdings' own allowed claim of more than $495 million.

6. One of the assets owned by the JQH Trust to be transferred to JD Holdings under the settlement (and the confirmed plan of reorganization discussed below) is the JQH Trust's 100% membership interest in Tower.

7. The Plaintiff did not object to the Settlement Motion.

8. On March 6, 2018, the Bankruptcy Court entered its Order Granting Motion For Authority to Enter Into Plan Support Agreement and Compromise of Claims (the "Settlement Order"). A true and correct copy of the Settlement Order is attached hereto and marked as Exhibit C. The Plaintiff elected not to appeal the Settlement Order.

9. On March 30, 2018, JD Holdings filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan"). A true and correct copy of the Plan is attached hereto and marked as Exhibit D. The Plan provides for the transfer of the Debtors' assets to JD Holdings free and clear of all liens and claims. Plan at 19.

10. The Plan further provides for an exculpation and release as follows:

> Except as otherwise specifically provided in the Plans, no Exculpated Party shall be responsible or have any liability for, and each Exculpated Party is hereby released and exculpated from, any claim, Cause of Action, duty, obligation, liability, damage, loss, cost or expense for (i) any act taken or not taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Disclosure Statement, Plans, Confirmation, Plans Transactions, the Plans, or any Plan Documents or other agreement, document, instrument or release created or entered into in connection

> with the Plans; (ii) any act taken or not taken in connection with, or related to, the negotiation of Cure Costs; (iii) any act taken or not taken in connection with, or related to, the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases; or (iv) any other prepetition or post-petition act taken or not taken in connection with, or related to, the restructuring of the Debtor, except for (A) willful misconduct (including fraud), (B) the rights of any Entity to enforce the Plans and the Plans Documents, or (C) the rights of any Entity to enforce any Final Order, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties, responsibilities and obligations under the Plans or any Final Order"

Plan at Art. VIII.E (the "Plan Exculpation").

11. The Plaintiff did not object to the Plan.

12. On April 27, 2018, the Court held a hearing to consider confirmation of the Plan. The Court confirmed the Plan and, on May 11, 2018 (the "Confirmation Date"), entered its Corrected Order Confirming Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Confirmation Order"). A true and correct copy of the Confirmation Order is attached hereto and marked as Exhibit E.

13. The Confirmation Order provides for a delay in the transfer of certain assets, including but not limited to the JQH Trust's interest in Tower. In the event that transfer of an asset is delayed, the Confirmation provides: "[i]n such case, all economic benefits and interests from such Delayed Asset shall inure to the benefit of JD Holdings pending such closing on the Delayed Assets." Confirmation Order at 23.

14. Pursuant to the Confirmation Order, JD Holdings was authorized to acquire substantially all of the JQH Trust's assets, including Tower. The Confirmation Order further provided JD Holdings with the ability to delay closing on the acquisition of certain assets, including Tower. Confirmation Order at 7(b).

15. The Confirmation Order enjoins actions against assets of the JQH Trust as follows:

> Except as otherwise expressly provided in the Plans or this Order, all Entities or Persons who have held, hold, or may hold Claims or Equity Interests that have been

> released pursuant to the Plans or this Order, discharged pursuant to the Plans and this Order, or are subject to exculpation pursuant to the Plans or this Order are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, JD Holdings, or the Sale Lender, in its capacity as such: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities or Persons on account of, in connection with, or with respect to any such Claims or Equity Interests; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or Persons or the property or estates of such Entities or Persons on account of, in connection with, or with respect to any such Claims or Equity Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or Persons or against the property or estates of such Entities or Persons on account of, in connection with, or with respect to any such Claims or Equity Interests unless such Entity or Person has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or proof of Equity Interest or otherwise that such Entity or Person asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plans."

Confirmation Order at 37-38 (emphasis added).

16. The Confirmation Order requires that JD Holdings pay 100% of the allowed amount of all claims, including but not limited to the allowed amount of Plaintiff's Proof of Claim. Moreover, the Confirmation Order required JD Holdings to place $25 million into escrow to cover disputed claims such as the Proof of Claim.

17. On May 7, 2018, the JQH Trust filed an objection to the Proof of Claim, which remains pending before the Bankruptcy Court.

18. The Effective Date under the Plan occurred on May 17, 2018.

19. As of the date hereof, the JQH Trust remains the owner of several substantial assets, including but not limited to, Tower.

ARGUMENT

I. THE APPLICATION VIOLATES THE AUTOMATIC STAY AND PLAN INJUNCTION

A. JQH Trust's Rights as Owner of Tower Are Property of the Estate

As of the June 26, 2016, the JQH Trust's ownership interest in Tower was property of the JQH Trust's bankruptcy estate under § 541(a) of the Bankruptcy Code. Accordingly, there is no question that the JQH Trust's interest in Tower is property of the estate.

Both the JQH Trust's economic and non-economic rights in Tower, including its management rights, are property of the estate. *See In re Altman*, 6:16-BK-15248-MW, 2018 WL 3133164, at *5–6 (B.A.P. 9th Cir. June 26, 2018) (individual debtor's right to manage a non-debtor limited liability company was property of the debtor's bankruptcy estate); *In re First Prot., Inc.*, 440 B.R. 821, 830 (B.A.P. 9th Cir. 2010) ("We conclude that all of the Debtor's [members] contractual rights and interest in Redux [LLC] became property of the estate under § 541(a) by operation of law when they filed their petition."); *In re Tarkanian*, 562 B.R. 424, 455 (Bankr. D. Nev. 2014) ("[B]oth the member's economic and non-economic interests become property of the bankruptcy estate and the bankruptcy trustee may exercise the management rights, if any, that the debtor has in the limited liability company."); *In re Jundanian*, 10-21513-TJC, 2012 WL 1098544, at *5–6 (Bankr. D. Md. Mar. 30, 2012) (concluding that the member's voting and management rights are property of the estate); *In re Warner*, 480 B.R. 641, 653 (Bankr. N.D.W. Va. 2012) (same); *In re Klingerman*, 388 B.R. 677, 679 (Bankr. E.D.N.C. 2008) (same).

This is consistent with the myriad cases holding that a trustee or debtor-in-possession succeeds to both the economic and management rights held by the debtor. *See, e.g., In re Albright*, 291 B.R. 538 (Bankr. D. Colo. 2003); *In re Cleveland*, 519 B.R. 304 (D. Nev. 2014); *In re Modanlo*, 412 B.R. 715 (Bankr. D. Md. 2006), *subsequently aff'd,* 266 Fed. Appx. 272 (4th Cir.

2008); *In re B & M Land & Livestock, LLC*, 498 B.R. 262 (Bankr. D. Nev. 2013); *In re First Protection, Inc.*, 440 B.R. 821; *In re A-Z Elecs., LLC*, 350 B.R. 886 (Bankr. D. Idaho 2006); *In re Pickel*, 487 B.R. 289 (Bankr. D.N.M. 2013).

B. The Appointment of a Receiver Would Improperly Exercise Control Over Property of the Estate

The Plaintiff's exercise of control over the JQH Trust's management rights violate the automatic stay of § 362(a)(3) of the Bankruptcy Code. For example, in *Matter of Edisto Res. Corp.*, 158 B.R. 954 (Bankr. D. Del. 1993), the debtor owned 80% of a non-debtor entity and a controlling number of the directors of the non-debtor entity were officers of the debtor. Thus, before the bankruptcy case, the debtor controlled the non-debtor entity. After the petition date, directors unrelated to the debtor sought the appointment of a receiver for the non-debtor entity, the result of which would have been to substitute the receiver for the directors of the non-debtor entity and thereby eliminate the debtor's ability to control the non-debtor. The bankruptcy court held the request for a receiver violated § 362(a)(3) of the Bankruptcy Code because the right to manage and control the non-debtor entity was property of the estate. *Id*. at 956-57.

Here, as in *Edisto*, the Plaintiff is seeking to appoint a receiver to remove the JQH Trust's management rights in Tower. Accordingly, the Motion is a violation of the automatic stay and is void. The Plaintiff's actions also violate the Plan Injunction issued by the Bankruptcy Court in a final, non-appealable order. Thus, there is no pleading before the Court on which relief can be granted.

II. PLAINTIFF HAS FAILED TO MEET ITS BURDEN TO SHOW IT IS ENTITLED TO THE APPOINTMENT OF A RECEIVER

Appointment of a receiver is governed by, *inter alia*, RSMo § 515.510 (West), which provides as follows:

> 2) In an action in which the person seeking appointment of a receiver has a lien on or interest in property or its revenue-producing potential, and either: (a) The appointment of a receiver with respect to the property or its revenue-producing potential is necessary to keep and preserve the property or its revenue-producing potential or to protect any business or business interest concerning the property or its revenue-producing potential; or (b) The appointment of a receiver with respect to the property or its revenue-producing potential is provided for by a valid and enforceable contract or contract provision; or (c) The appointment of a receiver is necessary to effectuate or enforce an assignment of rents or other revenues from the property;

Thus, the burden is on the Plaintiff to prove that the appointment of a receiver is warranted under any of these three subsections. As set forth herein, the Plaintiff has not – and cannot – meet its burden and the Application should be denied.

A. The Loan Documents Do Not Provide for the Appointment of a Receiver

While Plaintiff contends that it is contractually entitled to the appointment of a receiver, the language of the Deed of Trust does not so provide. Section 9.01 of the Deed of Trust provides the Plaintiff may "apply for the appointment of a receiver." Application for appointment of a receiver is not the same thing as a right to a receiver. While there is no dispute that the Plaintiff may request the appointment of a receiver, the Deed of Trust does not entitle the Plaintiff to a receiver and, accordingly, the Plaintiff must rely on one of the other bases for appointment of a receiver under Missouri law.

B. The Appointment of a Receiver is Not Necessary Where the Plaintiff is Receiving Monthly Principal and Interest Payments

The Application fails to provide any evidence that a receiver is necessary to protect or preserve the Plaintiff's collateral because no such evidence exists. It is not disputed that Tower is making monthly principal and interest payments to the Plaintiff in an amount agreed upon between the Plaintiff and Tower of more than $70,000.00. It is not disputed that Tower is current on all insurance, real estate taxes, and all other obligations to vendors and third parties. There is simply no evidence that a receiver is necessary here and the Application should be denied accordingly.

III. Any Receiver Should be Required to be Local and Post a Significant Bond

While the Application should be denied for the reasons set forth herein, in the event that a receiver is appointed, Tower submits that the proposed receiver from New Jersey is not an appropriate choice of receiver. The proposed receiver knows nothing about the Springfield, Missouri economy or the tenants at the property and would likely hire a national management company charging extremely high rates at the expense of Tower's profits. Any receiver who may be appointed should be a local receiver who understands the Springfield market so as to preserve Tower's relationships with its tenants and prevent the diminishment in value of the property.

In addition, any receiver appointed should be required to engage Plaza Realty & Management Services ("Plaza Realty") – the existing management company – to continue to manage the property. There is no question that Plaza Realty is qualified to manage the property and there can be no dispute that Plaza Realty has operated the property responsibly and successfully such that Tower has been able to consistently make monthly principal and interest payments to the Plaintiff. Engagement of Plaza Realty will minimize the disruption to Tower's business and best manage the concerns of the existing tenants. Alternatively, the receiver should be required to engage a local management company with an understanding of the Springfield market and the property's tenants.

Finally, there is no basis provided for why a receiver should not be required to post a bond. The risk of a receiver committing gross negligence or willful misconduct, however slight, still exists and is the reason why courts routinely require bonds to be provided. The property is a major commercial office building in Springfield generating more than $240,000 in revenue each month. Any receiver should be required to post a bond of at least $1.4 million, which is roughly equal to

six months of revenue. This is necessary to protect and preserve the property both for the Plaintiff and Tower.

CONCLUSION

For the reasons set forth herein, Tower requests that the Court deny the Application and grant such other and further relief as is just and proper.

Respectfully submitted,

STINSON LEONARD STREET LLP

By: ____/s/ Nicholas J. Zluticky_____
Nicholas Zluticky MO # 61203
1201 Walnut, Suite 2900
Kansas City, MO 64106
Telephone: (816) 842-8600
Facsimile: (816) 691-3495
nicholas.zluticky@stinson.com

COUNSEL FOR JQH SPRINGFIELD TOWER, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of November, 2018, the above and foregoing was filed electronically with the Court's ECF system, thereby providing notice to all counsel of record.

/s/ Nicholas J. Zluticky
Attorney for JQH Springfield Tower, LLC

EXHIBIT A

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

RECEIVED
DEC 27 2016
BMC GROUP

Official Form 410

Proof of Claim

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?**

U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C34, by and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer

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?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Darek Bushnaq and Frederick Carter Venable LLP
Name

750 East Pratt Street, Suite 900
Number Street

Baltimore MD 21202
City State ZIP Code

Contact phone 410.244.7400

Contact email dsbushnaq@venable.com
fwcarter@venable.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

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? _____

** This proof of claim is being filed in the administratively consolidated debtor case of John Q. Hammons Fall 2006, LLC, Case No. 16-21142, pursuant to the Court's Order Establishing Bar Dates (Docket No. 525).

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?** $10,367,810.55. **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.

   Guaranty of Loan

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: _____

*** See attached.**

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:*

	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 $2,850* 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 _____
MM / DD / YYYY

See Attached
Signature

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

Name: Thomas (First name) Middle name Shearer (Last name)

Title: Senior Vice President

Company: CWCapital Asset Management LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 5215 North O'Connor Blvd., Suite 350
Number Street

Irving (City) TX (State) 75039 (ZIP Code)

Contact phone: (214) 438-6335 Email: tshearer@cwcapital.com

ATTACHMENT A

Proof of Claim
Re: Official Form 410

Hammons Office Tower

Name and Signature of Member/Manager:

By: U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor-in-interest to Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C34

By: CWCapital Asset Management LLC, a Delaware limited liability company, solely in its capacity as Special Servicer to the Trust

By: Tom S Date: 12/21/16
Thomas Shearer, Senior Vice President

In re The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Bankruptcy Case No. 16-21140

ATTACHMENT TO PROOF OF CLAIM OF U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-C34 (the "Trust"), by and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer

The Note and the Guaranty

On or about September 14, 2007, JQH Springfield Tower, LLC (the "Borrower"), a limited liability company organized under the laws of Delaware, executed and delivered a Promissory Note (the "Note") to Barclays Capital Real Estate Inc. (the "Original Lender") to evidence a loan made to the Borrower in the stated principal amount of $11,000,000.00 (the "Loan"). The Trust is the current holder of the Note by virtue of a series of allonges. On or about September 14, 2007, the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated (the "Debtor") executed a Guaranty of Recourse Obligations of Borrower (the "Guaranty of Recourse Obligations") and a Guaranty of Payment (the "Guaranty of Payment") whereby the Debtor unconditionally, irrevocably, and absolutely guaranteed all payments and performances of the Borrower under the Loan Documents (defined below).

Security Documents

The Note is secured by a valid and perfected first priority lien and security interest in the Property (defined below) pursuant to, among other things, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 14, 2007, which was duly recorded on September 19, 2007 in the real estate records for Greene County, Missouri (the "Official Records") in Book 2007, Page 046984-07 (the "Mortgage"). Pursuant to the Mortgage, the Borrower granted first priority liens and security interests in a parcel of real property located in Greene County, Missouri, along with all improvements, fixtures, interests,

personalty, Leases, Rents, and proceeds (collectively, as more particularly described in the Mortgage, the "Property"). The Original Lender assigned all of its right, title and interest in and to the Mortgage to Wells Fargo Bank, N.A. ("Wells Fargo"), as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of September 17, 2007, which was recorded on September 4, 2008 in the Official Records in Book 2008, Page 037770-08 (the "First Mortgage Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the Mortgage to U.S. Bank National Association ("U.S. Bank"), as Trustee for the Trust by virtue of an Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated to be effective as of March 31, 2009, which was duly recorded on July 30, 2009 in the Official Records in Book 2009, Page 034607-09 (the "Second Mortgage Assignment").

As further security for the Loan, the Borrower executed and delivered an Assignment of Leases and Rents dated as of September 14, 2007, which was duly recorded on September 19, 2007 in the Official Records in Book 2007, Page 046985-07 (the "ALR"). Pursuant to the ALR, the Borrower irrevocably, absolutely and unconditionally assigned all of its right, title and interest in and to the Rents (as defined in the ALR) to the Original Lender and was granted a revocable license to collect and use the Rents. Original Lender assigned all of its right, title and interest in and to the ALR to Wells Fargo, as Trustee for the Trust by virtue of an Assignment of Assignment of Leases and Rents dated as of September 17, 2007, which was recorded on September 4, 2008 in the Official Records in Book 2008, Page 037771-08 (the "First ALR Assignment"). Wells Fargo, as Trustee for the Trust assigned all of its right, title and interest in and to the ALR to U.S. Bank, as Trustee for the Trust by virtue of an Assignment of Assignment

of Leases and Rents dated to be effective as of March 31, 2009, which was recorded on July 30, 2009 in the Official Records in Book 2009, Page 034609-09 (the "Second ALR Assignment").

Original Lender's security interest in the Borrower's assets, including all personal property, was further perfected by the filing of UCC Financing Statements with the Delaware Department of State and in the Official Records, which have been amended. The Loan is also documented by a Loan Agreement by and between Borrower and Original Lender dated as of September 14, 2007 (the "Loan Agreement"). The Note, Mortgage, ALR, Loan Agreement, Guaranty of Recourse Obligations, Guaranty of Payment, and all related loan and security documents shall be collectively referred to herein as the "Loan Documents."

The Default

The Loan is in default under the Loan Documents as a result of, among other things, the chapter 11 petition filed by the Debtor on June 26, 2016. See In re The Revocable Trust of John Q. Hammons dated December 28, 1989 as Amended and Restated, Bankruptcy Case No. 16-21140, pending in the United States Bankruptcy Court for the District of Kansas.

As of June 26, 2016 (the "Petition Date"), the amount owing to the Trust under the Loan Documents totals more than $10,367,810.55, and includes

(i) the unpaid principal balance of $9,744,324.78;

(ii) a yield maintenance premium in the amount of $569,598.00;

(iii) accrued interest in the amount of $53,187.77;

(iv) a payoff processing fee in the amount of $700.00; and

(v) other amounts due and owing pursuant to the Loan Documents and applicable law, including without limitation default interest;

(vi) less any amounts held by the Trust.

Since the Petition Date and calculated through November 30, 2016, in addition to the foregoing, additional amounts have continued to accrue, as follows:

(i) default interest at the rate of 4.00% per annum from June 26, 2016 through November 30, 2016 in the amount of $169,244.00; and

(ii) lender expenses in the amount of $23,071.00

Interest accrues at the rate of 6.55% per annum and default interest accrues at the rate of 4.00% per annum. Interest, default interest, attorneys' fees and costs, and other amounts continue to accrue pursuant to the Loan Documents and applicable law. The full nature, extent or value of all additional post-petition amounts or claims, including interest, late fees, taxes, insurance, fees and costs against the Debtor cannot be determined at this time.

This claim is without prejudice to any other claim, including, but not limited to claims for administrative expenses. The Trust expressly reserves the right to amend, add to, or supplement this proof of claim for any purpose or reason, including, without limitation, in the event that an objection to this claim is filed, to file additional proofs of claim, including, without limitation, to reflect additional or revised amounts owing by the Debtor, and/or to assert any additional rights or security, including, but not limited to setoff, that the Trust may have.

This proof of claim is filed to protect the Trust from forfeiture of any claim it may have in the Debtor's Chapter 11 bankruptcy case. The filing of this proof of claim is not, and is not intended to be, (i) a waiver or release of the Trust's rights to have any and all final orders relating to any claims it holds against the Debtor to be entered by the United States District Court; (ii) a consent to the jurisdiction of this Court for any person other than with respect to the filing of this proof of claim; (iii) an election of remedy; (iv) a waiver or release of any right to jury trial; or (v) a waiver or release of any right to request that the order of reference applicable to the

captioned bankruptcy case be withdrawn with respect to any objections, motions or other proceedings with respect to the subject matter of this proof of claim.

TO: John Q. Hammons – Claims Processing

FROM: Mariana Conejo

CC: Tom Shearer

DATE: 12/21/2016

SUBJECT: 220-43 Hammons Office Tower

Please review the enclosed document for the above referenced loan.

Thank you and have a great day!

Mariana Conejo
Administrative Assistant CWCapital Asset Management
5215 North O'Connor Blvd, Suite 350 | Irving, TX 75039
Main: 214-438-6300 Ext 6333 | Fax: 214-438-6320
Email: mconejo@cwcapital.com

ORIGIN ID:DALA (214) 438-6300
MARIANA CONEJO
CWCAPITAL
5215 NORTH OCONNOR BLVD
SUITE 350
DALLAS, TX 75039
UNITED STATES US

SHIP DATE: 21DEC16
ACTWGT: 0.10 LB
CAD: 103216140/INET3790

BILL SENDER

TO JOHN Q. HAMMONS CLAIMS PROCESSING
BMC GROUP, INC.
3732 W. 120TH STREET

HAWTHORNE CA 90250
(214) 438-6333 REF: 06-050-44
INV:
PO: DEPT:

544J1/D42F14E8

FedEx Express

J1620151012011ur

THU - 22 DEC 8:00A
FIRST OVERNIGHT

TRK# 0201 7780 2029 1616

90250
CA-US LAX

A1 AVXA

RECEIVED
DEC 27 2016
BMC GROUP

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RT FO FZ 08:00 1616 12.23

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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: (8633648)
U S Bank National Association
Darek Bushnaq and Frederick Carter
Venable LLP
750 East Pratt Street, Suite 900
Baltimore, MD 21202

Claim No: 647
Original Filed Date: 12/28/2016
Original Entered Date: 12/28/2016

Status:
Filed by: CR
Entered by: Terri Marshall
Modified:

Amount claimed: $10367810.55

History:

Details	647-1	12/28/2016	Claim #647 filed by U S Bank National Association, Amount claimed: $10367810.55 (Marshall, Terri)

Description: (647-1) Guaranty of Loan

Remarks: (647-1) filed in case 16-21140

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*	$10367810.55
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		

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY

In re	:	Chapter 11
JOHN Q. HAMMONS FALL 2006, LLC, *et al.*,	:	Case No. 16-21142 (RDB)
	:	*Jointly administered*
Debtors[1]	:	

MOTION FOR AUTHORITY TO ENTER INTO PLAN SUPPORT AGREEMENT AND COMPROMISE OF CLAIMS

The Revocable Trust of John Q. Hammons, dated December 29, 1989, as amended and restated ("JQH Trust" or "Trust"), together with its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for entry of an order pursuant to Sections 105(a) and 363(b) of Title 11 of the United States Code (the "Bankruptcy Code") and Rules 6004 and 9019 of the Federal Rules of

[1] The Debtors in this case are: ACLOST, LLC, Bricktown Residence Catering Co., Inc., Chateau Catering Co., Inc., Chateau Lake, LLC, City Centre Hotel Corp., Civic Center Redevelopment Corp., Concord Golf Catering Co., Inc., Concord Hotel Catering Co., Inc., East Peoria Catering Co., Inc., Fort Smith Catering Co., Inc., Franklin/Crescent Catering Co., Inc., Glendale Coyotes Catering Co., Inc., Glendale Coyotes Hotel Catering Co., Inc., Hammons, Inc., Hammons of Arkansas, LLC, Hammons of Colorado, LLC, Hammons of Franklin, LLC, Hammons of Frisco, LLC, Hammons of Huntsville, LLC, Hammons of Lincoln, LLC, Hammons of New Mexico, LLC, Hammons of Oklahoma City, LLC, Hammons of Richardson, LLC, Hammons of Rogers, Inc., Hammons of Sioux Falls, LLC, Hammons of South Carolina, LLC, Hammons of Tulsa, LLC, Hampton Catering Co., Inc., Hot Springs Catering Co., Inc., Huntsville Catering, LLC, International Catering Co., Inc., John Q. Hammons 2015 Loan Holdings, LLC, John Q. Hammons Center, LLC, John Q. Hammons Fall 2006, LLC, John Q. Hammons Hotels Development, LLC, John Q. Hammons Hotels Management I Corporation, John Q. Hammons Hotels Management II, LP, John Q. Hammons Hotels Management, LLC, Joplin Residence Catering Co., Inc., JQH – Allen Development, LLC, JQH – Concord Development, LLC, JQH – East Peoria Development, LLC, JQH - Ft. Smith Development, LLC, JQH – Glendale AZ Development, LLC, JQH - Kansas City Development, LLC, JQH - La Vista Conference Center Development, LLC, JQH - La Vista CY Development, LLC, JQH - La Vista III Development, LLC, JQH - Lake of the Ozarks Development, LLC , JQH – Murfreesboro Development, LLC, JQH – Normal Development, LLC, JQH – Norman Development, LLC, JQH – Oklahoma City Bricktown Development, LLC, JQH – Olathe Development, LLC, JQH – Pleasant Grove Development, LLC, JQH – Rogers Convention Center Development, LLC, JQH – San Marcos Development, LLC, Junction City Catering Co., Inc., KC Residence Catering Co., Inc., La Vista CY Catering Co., Inc., La Vista ES Catering Co., Inc., Lincoln P Street Catering Co., Inc., Loveland Catering Co., Inc., Manzano Catering Co., Inc., Murfreesboro Catering Co., Inc., Normal Catering Co., Inc., OKC Courtyard Catering Co., Inc., R-2 Operating Co., Inc., Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated, Richardson Hammons, LP, Rogers ES Catering Co., Inc., SGF – Courtyard Catering Co., Inc., Sioux Falls Convention/Arena Catering Co., Inc., St Charles Catering Co., Inc., Tulsa/169 Catering Co., Inc., and U.P. Catering Co., Inc.

Bankruptcy Procedure (the "Bankruptcy Rules") approving the terms of the Plan Support Agreement and Claim Allowance attached hereto as Exhibit A (the "Plan Support Agreement") and the Settlement Agreement attached as Exhibit 1 thereto (the "Settlement Agreement"), pursuant to which (a) Debtors would proceed to support the Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors filed by Creditor JD Holdings, L.L.C [ECF No. 1766] (as modified by the terms of the Plan Support Agreement and the Settlement Agreement, collectively, the "Plan") in return for important consideration beneficial to Debtors' estates; and (b) JD Holdings, L.L.C. ("JD Holdings") and Debtors would compromise the claims that JD Holdings has asserted against Debtors. The Debtors intend to file an application to shorten notice for a hearing on the Motion. By this Motion, the Debtors also request that the Court approve for public release the proposed press release attached hereto as Exhibit B (the "Press Release"). In support of the Motion, the Debtors represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion under 28 U.S.C. § 1334(a) and (b). This is a core proceeding in that this Motion affects the administration of these bankruptcy estates. 28 U.S.C. §§ 157(b)(1) & (2)(A). Venue is proper in this Court. 28 U.S.C. § 1409(a).[2]

2. The legal predicates for the relief requested herein are Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019.

[2] JD Holdings' execution of the Plan Support Agreement is not intended to be, and should not be construed as, an admission by JD Holdings that venue in the Court is proper with respect to any current or future proceedings that may arise in connection with these cases, the 2005 Transaction or the ROFR (as those terms are defined below). The Debtors state that they contest JD Holdings' positions on such issues.

BACKGROUND

A. The Prepetition Litigation Between Debtors and JD Holdings

3. As part of a complex transaction in 2005 in which John Q. Hammons Hotels, Inc., a public company, was taken private (the "2005 Transaction"), certain of the Debtors and JD Holdings executed the Sponsor Entity Right of First Refusal Agreement (the "ROFR Agreement") pursuant to which JD Holdings was granted a number of rights, including rights with respect to the sale of certain assets of the Debtors (the "ROFR Assets"). In December 2008, JD Holdings and certain Debtors executed an amendment to the ROFR Agreement (the "ROFR Amendment," and together with the ROFR Agreement, the "ROFR").

4. In 2012, JD Holdings commenced litigation against some of the Debtors in the Delaware Court of Chancery (the "Delaware Court" and the "Delaware Litigation"), seeking to redress alleged breaches of the ROFR by the Debtors. John Q. Hammons died on May 26, 2013 while the Delaware Litigation was still pending.

5. On October 19, 2015, JD Holdings filed a Supplemental Complaint in the Delaware Litigation seeking specific performance of its alleged rights under the ROFR, *i.e.*, to purchase each of the ROFR Assets pursuant to the terms of the ROFR, including at a 20% discount, resulting from Debtors' alleged material breach of the ROFR and with seller financing from the Debtors.[3] Debtors contested JD Holdings' allegations, and the Delaware Court scheduled trial to commence in late July 2016.

B. The Chapter 11 Cases

6. On June 26, 2016 and July 5, 2016, the Debtors commenced these cases. For purposes of this Motion, all of the Debtors shall refer to June 26, 2016 as the "Commencement

[3] For further information concerning the prepetition litigation between Debtors and JD Holdings as well as other events leading up to the filing of these Chapter 11 cases, Debtors refer the Court to the Declaration of Greggory Groves in Support of First Day Motions [ECF No. 16].

Date." Since the Commencement Date, the Debtors have continued in possession of their property and control of their operations pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

7. Shortly after Debtors filed their petitions, JD Holdings moved to dismiss the Chapter 11 Cases (the "Motion to Dismiss") on the grounds that they were not properly commenced. On August 16, 2016, the Debtors filed a motion to reject the ROFR [ECF No. 338] (the "Rejection Motion").

8. The Bankruptcy Court granted the Rejection Motion on December 13, 2016 [ECF No. 694] (the "Rejection Order") and on December 22, 2017, JD Holdings appealed the Rejection Order to the Bankruptcy Appellate Panel of the Tenth Circuit (the "BAP"). On December 28, 2017, the BAP entered its opinion affirming the Rejection Order. On January 19, 2018, JD Holding appealed the BAP's opinion to the Tenth Circuit Court of Appeals.

9. The same day that JD Holdings appealed the Rejection Order to the BAP, JD Holdings also filed seventy-six proofs of claim (one against each of the Debtors in these cases), each in the amount of $587.6 million for damages JD Holdings claims were caused by Debtors' alleged pre-petition breach of the ROFR (the "Pre-Petition Claims").

10. On January 10, 2017, JD Holdings filed an additional seventy-six proofs of claim (one against each of the Debtors in these cases), each in the amount of $565.3 million for damages JD Holdings claims arise as a result of the Rejection Order ("Rejection Claims" and the Pre-Petition Claims are collectively referred to herein as the "Claims").

11. On January 13, 2017, Debtors filed motions for summary judgment on the Motion to Dismiss. On February 17, 2017, JD Holdings filed cross-motions for summary judgment. On September 13, 2017, the Bankruptcy Court denied the Motion to Dismiss and JD Holdings' request for summary judgment, and granted Debtors' request for summary judgment [ECF No.

1297] (the "Dismissal Order"). JD Holdings appealed the Dismissal Order to the BAP. The BAP accepted JD Holdings' appeal, which is now fully briefed.

12. On August 30, 2017, Debtors filed their Omnibus Objection to JD Holdings' Claims and certain other claims, and on October 3, 2017, JD Holdings filed its Response.

13. On December 20, 2017, Debtors filed a proposed plan of reorganization [ECF No 1584] and accompanying disclosure statement (the "Debtors' Disclosure Statement"). On January 29, 2018, the Bankruptcy Court issued its Order Denying Approval of Debtors' Disclosure Statement [ECF No. 1728]. Three days later, the Court entered its Order Terminating Debtors' Exclusivity Periods [ECF No. 1750].

C. The Plan and the Plan Support Agreement

14. On February 6, 2018, JD Holdings filed its Plan and accompanying disclosure statement. Under JD Holdings' Plan, all allowed claims would be paid as set forth in the Plan and money would be contributed to a new charitable trust to honor Mr. Hammons' charitable intent. The sum contributed to the charitable trust would increase if Debtors cooperate with respect to the confirmation and implementation of the Plan.

15. On February 9, 2018, Debtors entered into settlement discussions (the "Settlement Discussions") with JD Holdings in an effort to avoid costly and protracted litigation regarding JD Holdings' Claims and JD Holdings' Plan, and as required by the Court's Order Directing Parties to Return to Mediation [ECF No. 1749].

16. As a result of the Settlement Discussions, Debtors entered into the Plan Support Agreement and the Settlement Agreement with JD Holdings. That agreement incorporated the Plan and a Settlement Agreement negotiated by the Debtors for the benefit of the estates.

17. The Plan Support Agreement, which is attached as Exhibit A hereto, contains the following material terms:

a. Debtors shall support the confirmation and implementation of JD Holdings' Plan as modified by the Settlement Agreement. Debtors' cooperation will increase the amount of money contributed to a new charitable trust and could expedite implementation of JD Holdings' Plan during a time of increasing market volatility and declining financial performance. If confirmed, JD Holdings' Plan would pay all allowed claims as set forth in the Plan.

b. Although JD Holdings has represented that it or its affiliate intends to retain nearly all of Debtors' existing employees, those employees of Debtors that are not offered continuing employment with JD Holdings or its affiliate upon the Effective Date of the Plan or thereafter will be provided COBRA access and defined severance payments.

c. Debtors and JD Holdings agree that JD Holdings shall have an allowed claim of $495,938,161 (the "Allowance Provision"), provided, however, if Debtors (i) do not breach the Plan Support Agreement and (ii) cooperate as set forth in the Plan Support Agreement, and the Plans are not confirmed or the Effective Date of the Plans does not occur, then the Allowance Provision shall be of no force and effect unless Debtors, their employees, officers, directors, and/or co-trustees nevertheless receive through some alternative plan, sale, or other transaction the benefits of the Plan modifications in the Settlement Agreement, to include the funding of the new Charitable Trust and the benefits of the Settlement Agreement, in which case the Allowance Provision will be effective. This provision will most likely obviate the need for costly litigation regarding JD Holdings' Claims. This amount is significantly less than the full amount claimed in the Claims.

d. Debtors and JD Holdings shall jointly request that the Court suspend the deadlines related to the estimation of the Claims, and hold further proceedings related to that estimation in abeyance. The parties shall also jointly request that JD Holdings' pending appeals arising out of these bankruptcy cases be stayed, and, if JD Holdings' Plan is confirmed, ultimately be dismissed with prejudice, thus obviating the cost to continue litigation of these appeals and avoiding potential appellate rulings adverse to Debtors' estates.

RELIEF REQUESTED

18. Debtors request that the Court enter an order pursuant to Bankruptcy Code Sections 105(a) and 363(b) and Bankruptcy Rules 6004 and 9019 approving the terms of the

Plan Support Agreement and the Settlement Agreement attached thereto that compromised the ROFR-related claims of JD Holdings, and authorizing Debtors to enter into the Plan Support Agreement and Settlement Agreement and abide by the terms, obligations, and conditions set forth therein.

19. The Court is authorized to grant the Debtors the relief requested in the Motion to aid them in pursuing and achieving value maximization for the benefit of creditors and the estates. Section 363(b)(1) of the Bankruptcy Code provides: "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

20. It is axiomatic that a debtor should be authorized to use assets out of the ordinary course of business pursuant to Section 363 of the Bankruptcy Code and in connection with the confirmation of a plan of reorganization if it demonstrates a sound business purpose for doing so. *See In re Allen*, 607 F. App'x 840, 843 (10th Cir. 2015) (evaluating Debtors' proposed action under section 363 pursuant to the "business judgment" test); *see also In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (finding that "a court should approve a debtor's use of assets outside the ordinary course of business if the debtor can demonstrate a sound business justification for the proposed transaction").

21. The Court also has the authority pursuant to Section 105(a) of the Bankruptcy Code to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title."

22. Additionally, Bankruptcy Rule 9019 vests the Court with broad authority to approve or disapprove all compromises and settlements affecting the bankruptcy, providing that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and

indenture trustees as provided in Rule 2002 and to any other entity as the court may direct." "The purpose behind compromises is to allow the trustee and the creditors to avoid the expenses and burdens associated with litigating sharply contested and dubious claims." *In re Southern Medical Arts Cos., Inc.*, 343 B.R. 250, 255 (B.A.P. 10th Cir. 2006).

23. In *Southern Medical Arts*, the BAP established the following four-prong test for evaluating compromises: "(1) the chance of success on the litigation on the merits; (2) possible problems in collecting the judgment; (3) the expense and complexity of the litigation; and (4) the interest of the creditors." *Id.*; *see also In re Kopexa Realty Venture Co.*, 213 B.R. 1020 (B.A.P. 10th Cir. 1997). A bankruptcy court's decision to approve a settlement must be an informed one based upon objective evaluation of developed facts. *Reiss v. Hagmann*, 881 F.2d. 890 (10th Cir. 1989).

24. In reviewing a proposed settlement, the bankruptcy court considers the likelihood of success and the expected delay caused by the litigation and should not substitute its judgment for that of the debtor, but instead should canvass the issues to determine that the settlement does not fall below the lowest point in the range of reasonableness. *Id.*; *In re Apex Oil Co.*, 92 B.R. 847, 866 (Bankr. E.D. Mo. 1988) (holding that the standard for approval of a compromise is whether the proposed compromise is "fair and equitable" and in the best interests of the estate and that the debtor's judgment in recommending a settlement should not be substituted as long as the settlement is reasonable); *see also In re Texas Extrusion Cor*p., 836 F.2d 217 (5th Cir. 1988). The decision of whether to approve a proposed settlement is within the sound discretion of the Bankruptcy Court. *In re Flight Transportation Corporation Securities Litigation*, 730 F.2d 1128, 1136 (8th Cir. 1984); *In re Revelle*, 259 B.R. 905 (Bankr. W.D. Mo. 2001). Compromises are favored in bankruptcy. *Southern Medical Ar*ts, 343 B.R. at 256.

25. The Debtors believe that the Plan Support Agreement and Settlement Agreement and the compromise of JD Holdings' Claims set forth therein achieves value maximization for the benefit of creditors and the estate. As to the *Southern Medical Arts* factors, the Debtors and JD Holdings reached this compromise after evaluating the possibility that JD Holdings would prevail in its litigation against the Debtors and/or the possibility of confirmation of the JD Holdings Plan. In addition, continuing the litigation would have been very costly to the estates, particularly given the complexity of the legal and factual issues presented by the litigation and the number of contested matters between the parties pending before this Court or at various stages of appeal. The compromise in the Plan Support Agreement and the Settlement Agreement represents a potential savings to the Debtors' estate of nearly $95,000,000 if JD Holdings were to prevail on its Claims.[4] In addition, as set forth hereafter, the Debtors believe the compromise protects the interests of their workforce.

26. Importantly, the Plan Support Agreement and the Settlement Agreement eliminate significant uncertainty between JD Holdings, as plan proponent, and Debtors' estates, and accordingly, facilitates confirmation of JD Holdings' Plan, and will accelerate the Effective Date of the Plan, which provides for the payment of all allowed claims as set forth therein.

27. The Plan Support Agreement also contains other, important compromises that benefit the Debtors and which JD Holdings' Plan did not previously include, such as clarification of the assets JD Holdings shall contribute to Debtors in exchange for their cooperation and Debtors' rights concerning the disposition of those assets. And although JD Holdings has represented that it intends to offer the vast majority of Debtors' current employees continuing employment with one of JD Holdings' affiliates upon the Effective Date of the Plan or thereafter,

[4] Pursuant to the terms of the Plan Support Agreement and the Settlement Agreement, the parties' compromise concerning the allowed amount of JD Holdings' Claims might be of no force or effect if the Plan is not confirmed or the Plan's Effective Date does not occur. Debtors respectfully submit that the second *Southern Medical Arts* factor—possible problems in collecting the judgment—is not relevant here.

the Plan Support Agreement and the Settlement provide compensation to those employees who are not being offered continuing employment in the form of COBRA access and defined severance payments.

28. Finally, Debtors request that the Court approve for public release the Press Release. The Press Release provides information concerning the settlement between JD Holdings and Debtors that key constituents to these cases may find useful.

CONCLUSION

For the foregoing reasons, the Debtors request that the Court enter an order pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019: (i) approving the terms of the Plan Support Agreement and the Settlement Agreement; (ii) authorizing the intended compromise of claims set forth therein; (iii) authorizing the Debtors' performance under the Plan Support Agreement and the Settlement Agreement; (iv) approving the Press Release for public release; and (v) granting such other and further relief as the Court deems just and proper.

Dated: February 13, 2018

STINSON LEONARD STREET LLP

By: /s/ Mark Shaiken
Mark Shaiken KS # 11011
Nicholas Zluticky KS # 23
1201 Walnut, Suite 2900
Kansas City, MO 64106
Telephone: (816) 842-8600
Facsimile: (816) 691-3495
mark.shaiken@stinson.com
nicholas.zluticky@stinson.com

Counsel for Debtors

EXHIBIT A

PLAN SUPPORT AGREEMENT AND CLAIM ALLOWANCE

This PLAN SUPPORT AGREEMENT AND CLAIM ALLOWANCE dated February 10, 2018 (this "Agreement") is made by and among JQH Trust, for itself and on behalf of all other Debtors, Jacqueline A. Dowdy ("JD") and Greggory Groves ("GG"), individually and as Co- Trustees of the JQH Trust, and as directors, officers and employees of various Debtors and related entities, and JD Holdings (each of Debtors, including JQH Trust, JD, GG and JD Holdings are referred to individually as a "Party", and collectively the "Parties").[1]

All initial capitalized terms used, but not defined, in this Agreement shall have the meanings set forth in the *Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors* filed by JD Holdings in the United States Bankruptcy Court for the District of Kansas at ECF 1766 (the "Plans").

WHEREAS, on June 26, 2016, Debtors commenced the Chapter 11 Cases in the Bankruptcy Court;

WHEREAS, Debtors and JD Holdings and their respective affiliates have asserted various claims against one another both in the Bankruptcy Court and in the Delaware Court, which each Party contests;

WHEREAS, JD Holdings has filed the Plans pursuant to which (among other things) Debtors would sell and JD Holdings would purchase the Assets, and JD Holdings would make certain contributions to the Charitable Trust to honor Mr. Hammons charitable intent;

WHEREAS, in conjunction herewith, the Debtors and JD Holdings have agreed upon terms of an executed settlement ("Settlement Agreement"), which is attached as Exhibit 1 hereto;

WHEREAS, Debtors are willing to support the Confirmation of the Plans pursuant to the terms of the Settlement Agreement and this Agreement;

WHEREAS, Debtors are willing to cooperate with JD Holdings pursuant to the terms of the Settlement Agreement and this Agreement, such support to include due diligence, consummation of the Sale and other Plans Transactions and implementation of the Plans; and

WHEREAS, the Parties are willing to stipulate to the Allowed amount of JD Holdings' Claim arising from the ROFR under the terms and conditions set forth hereafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party intending to be legally bound hereby, agrees as follows:

---

1 JD Holdings states that this Agreement is not intended to be, and should not be construed as, an admission that venue in the Bankruptcy Court is proper with respect to any current or future proceedings that may arise in connection with the Chapter 11 Cases, the 2005 Transaction, or the ROFR. The Debtors state that they contest JD Holdings positions on such issues.

Section 1. Exhibits Incorporated by Reference.

The Settlement Agreement, and the Plans, as modified by the Settlement Agreement, each are expressly incorporated herein and made part of this Agreement, and all references to this Agreement, unless specified otherwise, shall include references to the Settlement Agreement and Plans. In the event of any inconsistency between this Agreement without reference to the Plans, and the Plans as modified by the Settlement Agreement, the Plans as modified by the Settlement Agreement shall govern.

Section 2. Allowance of Claims.

The Parties agree that JD Holdings shall have an Allowed Claim of $495,938,161.00 for its Claims against each Debtor jointly and severally arising from the ROFR (the "Allowance Provision"); provided, however, if Debtors (i) do not breach this Agreement and (ii) cooperate as set forth in this Agreement and in the Settlement Agreement, and the Plans are not confirmed or the Effective Date of the Plans does not occur, then this Allowance Provision shall be of no force and effect unless Debtors, their employees, officers, directors, and/or co-trustees nevertheless receive through some alternative plan, sale, or other transaction the benefits of the Plan modifications in the Settlement Agreement, to include the funding of the NCT and the benefits of the Settlement Agreement, in which case the Allowance Provision will be effective.

Section 3. Proposed Plans of Reorganization.

Debtors shall support the Confirmation and implementation of the Plans as modified by the Settlement Agreement. Specifically, and without limiting the generality of the foregoing:

(a) Debtors shall, and shall cause all other Debtor Parties to, take all such actions, or not take such actions, as necessary or appropriate, or as reasonably requested by JD Holdings, to obtain the approval of this Agreement and the Settlement Agreement, the Disclosure Statement and Plans, and the Confirmation Order, and any disputes regarding the Debtors' satisfaction of such obligations shall be resolved by Judge Somers;

(b) Debtors shall not, and shall cause the other Debtors Parties not to, file an objection to this Agreement, the Settlement Agreement, the Disclosure Statement or Plans, or oppose Confirmation, or in any manner, directly or indirectly, take or fail to take any actions, or otherwise work with, consult, encourage or otherwise assist any other Entity to take or fail to take any action that would or would reasonably be expected to prevent, delay, impede, interfere with, or otherwise could be adverse to, obtaining approval of this Agreement, the Disclosure Statement or Plans, or obtaining the Confirmation Order; and

(c) Debtors shall, and shall cause all of their agents and representatives to, cease marketing the Assets and terminate all sale processes, and shall deny potential buyers (other than JD Holdings) access to any data room or similar information repository relating to Debtors or their Assets. If Debtors or any of their agents or

representatives receive any new bids or offers to acquire some or all of the Assets after the date of this Agreement, Debtors shall provide a copy of such bids and offers to JD Holdings no later than one business day after receipt.

Section 4. Modifications to the Plans.

The Plans and Disclosure Statement shall be modified as set forth in the Settlement Agreement.

Section 5. Performance Under Settlement Agreement.

The Parties shall perform their obligations under the Settlement Agreement.

Section 6. Cooperation and Support.

The Parties shall cooperate with each other in all reasonable respects in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters relating to obtaining Bankruptcy Court approval of this Agreement and the Settlement Agreement (the "Bankruptcy Court Approval"), the implementation of this Agreement and the Settlement Agreement, the Confirmation, JD Holdings' due diligence of the Assets, the consummation of the Sale and other Plans Transactions and the implementation of the Plans.

Specifically, and without limiting the generality of the foregoing:

(a) from and after the date that is the earlier of (i) Bankruptcy Court Approval, or (ii) satisfaction or waiver of the conditions in the Settlement Agreement, Debtors shall, and shall cause the other Debtor Parties, to perform all of the obligations set forth in Section VI.B of the Plans regarding the Interim Period, including, without limitation, (x) permitting JD Holdings to communicate with, and taking actions reasonably requested by JD Holdings with respect to, existing lenders, ground lessors, convention center authorities, gaming regulators and other governmental authorities, franchisors, brokers and all other third parties whose consent, approval, estoppel or cooperation is required to consummate the Sale and other Plan Transactions, and implementation of the Plans, and (y) provide JD Holdings and its representatives access to review all books, records and other non-privileged information (including all electronic records) with respect to the Assets, Debtors and Non-Debtor JQH Entities.

(b) from and after the date of this Agreement, Debtors shall, and shall cause Debtor Parties to, cooperate with JD Holdings to structure the Sale and other Plans Transactions in a manner to minimize any potential tax liability to JD Holdings and to the Debtors.

(c) from and after the date of this Agreement, Debtors shall not support any alternative to the Plans and shall not have any "fiduciary duty out" to accept any other plan of reorganization, bid, or proposed sale (given that the Plans pay all Allowed Claims in full) as more fully set forth in the Settlement Agreement.

(d) from and after the date of this Agreement, each of the Parties shall execute and deliver any other documents or instruments, and take any other actions as may be necessary or appropriate, from time to time, to carry out the purposes and intent of this Agreement, and shall not take any action that would frustrate the purposes and intent of this Agreement.

(e) from and after the date of this Agreement, any disputes with respect to this Section 6 shall be resolved by Judge Somers.

Section 7. Representations and Warranties.

Each Party represents and warrants to the other Parties, as of the date of this Agreement and the Settlement Agreement (and each of which is a continuing representation and warranty), as follows:

7.01. Existence, Power and Authority. Such Party is validly existing and in good standing under the laws of the state of its organization, and such Party has the power and authority under applicable law and its organizational documents to enter into and perform this Agreement and the Settlement Agreement.

7.02. Enforceability. Subject to Bankruptcy Court Approval, this Agreement and the Settlement Agreement are the legally valid and binding obligations of such Party, and enforceable against such Party in accordance with its terms.

7.03. No Violation. Subject to Bankruptcy Court Approval, the execution, delivery and performance of this Agreement and the Settlement Agreement by such Party does not (i) violate any applicable law, or any of its organization or other governing documents, or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, any material contractual obligation to which such Party or any of its subsidiaries is a party.

7.04. No Consent or Approval. Subject to Bankruptcy Court Approval, no consent or approval is required by any other person or entity in order for such Party to perform such Party's obligations under this Agreement and the Settlement Agreement.

Section 8. Settlement Discussions.

This Agreement and the Settlement Agreement evidences a proposed settlement of disputes among the Parties. Except as expressly provided in this Agreement or the Settlement Agreement, nothing in this Agreement or the Settlement Agreement is intended to, or does, in any manner waive, limit, impair, or restrict or otherwise affect any right or ability of any Party to protect and preserve its rights, remedies and interests. Subject to the foregoing sentence in any way, if the Plans are not Confirmed, or Sale or other Plans Transactions are not consummated, or if this Agreement or the Settlement Agreement is terminated, for any reason, each of the Parties fully reserves all of its rights, remedies, and interests. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and the Settlement Agreement and all negotiations relating hereto shall not be admissible into evidence in any action, case, or

proceeding other than an action, case or proceeding to enforce the terms of this Agreement or the Settlement Agreement.

Section 9. Effective Date.

(a) The Parties shall execute and exchange the signature pages to this Agreement and the Settlement Agreement, and acknowledge and agree that this Agreement and the Settlement Agreement are binding on the Parties. Debtors shall file a motion on behalf of and binding on each Debtor, seeking such Approval Order no later than 4:00 p.m. prevailing Central Time on February 13, 2018, and such motion shall include a request for an expedited hearing, and shall diligently pursue such motion thereafter. This Agreement and the Settlement Agreement shall become effective and enforceable on all Parties on the date on which such Approval Order is obtained, without further action of the Parties.

(b) Notwithstanding anything in this Agreement or the Settlement Agreement to the contrary, JD Holdings' obligations hereunder are subject to satisfaction of the conditions set forth in the Settlement Agreement.

Section 10. Term and Termination.

10.01. Term. The term of this Agreement and Settlement Agreement shall commence upon the date of the Bankruptcy Court Approval and shall expire on the Effective Date of the Plans (at which time the Plans shall supersede this Agreement and the Settlement Agreement, except for Section 2, which shall survive the termination of this Agreement and the Settlement Agreement).

10.02. Termination.

(a) This Agreement and the Settlement Agreement may be terminated by written agreement of Debtors and JD Holdings, as set forth in the Settlement Agreement, or upon further order of the Bankruptcy Court.

(b) JD Holdings shall have the right to terminate this Agreement and the Settlement Agreement by providing written notice to Debtors if (i) a motion seeking the Approval Order is not filed before 4:00 p.m. prevailing Central Time on February 13, 2018; (ii) Debtors do not simultaneously request an expedited hearing on such motion; (iii) Debtors do not immediately comply with Section 3(c) above; or (iv) the Approval Order has not been obtained on or before March 12, 2018.

(c) The conditions set forth in Section 5 of the Settlement Agreement shall either have been satisfied or waived by JD Holdings by the day proceeding any hearing to approve this Agreement. If those conditions are neither satisfied nor waived by JD Holdings, then the Agreement and Settlement Agreement shall terminate automatically, unless otherwise agreed to in writing by the Parties.

Section 11. Miscellaneous.

11.01. Integration. This Agreement and the Settlement Agreement together form the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements, whether oral or written, between the Parties with respect thereto. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement or the Settlement Agreement shall be made against any Party, unless by written agreement executed by or on behalf of such Party.

11.02. Assignment; Third-Party Beneficiaries. This Agreement and the Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement or the Settlement Agreement to any other person or entity. Nothing in this Agreement or the Settlement Agreement, express or implied, shall give to any person or entity, other than the Parties, any benefit or any legal or equitable right, remedy or claim under this Agreement or the Settlement Agreement.

11.03. Headings. The headings of all sections of this Agreement or the Settlement Agreement are solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof or thereof.

11.04. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

11.05. Specific Performance. Subject to the provisions in this Agreement and the Settlement Agreement calling for resolution of disputes by Judge Somers or the Court, the Parties acknowledge and agree that money damages would be an insufficient remedy for any breach of this Agreement or the Settlement Agreement by any Party, and a non-breaching Party may be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach, without necessity of proving the inadequacy of money damages as a remedy, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations under this Agreement or the Settlement Agreement; provided, however, that each Party agrees to waive any requirement for the posting of a bond in connection with such remedy.

11.06. Interpretation. This Agreement and the Settlement Agreement are the product of negotiations between the Parties, and, in the enforcement or interpretation hereof, is to be interpreted in a neutral manner to effect the intent of the Parties, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or the Settlement Agreement, or any portion hereof or thereof, shall not be effective in the interpretation of this Agreement or the Settlement Agreement.

11.07. Notices. All notices under this Agreement or the Settlement Agreement shall be given in writing and delivered by electronic mail, courier or by certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by notice under this Section 11.07):

(a) if to the JD Holdings, to:

JD Holdings, L.L.C.
1114 Avenue of the Americas, 39th Floor
New York, New York 10036
Attn: General Counsel
Tel: (212) 730-7211
bcameron@atriumllc.com

With a copy to:

Jonathan Margolies (MO 30770)
McDowell, Rice, Smith & Buchanan
Skelly Building, Suite 350 (KS Fed 70693)
605 West 47th Street
Kansas City, Missouri 64112
Tel: (816) 753-5400
jmargolies@mcdowellrice.com

Scott A. Edelman
Jed M. Schwartz
MILBANK, TWEED, HADLEY & McCLOY LLP
28 Liberty Street
New York, NY 10005-1413
Tel: (212) 530-5000
sedelman@milbank.com
jschwartz@milbank.com

Mark Shinderman
MILBANK, TWEED, HADLEY & McCLOY LLP
2029 Century Park East
33rd Floor
Los Angeles, CA 90067-3019
Tel: (424) 386-4000
mshinderman@milbank.com

And if to DEBTORS, to:

John Q. Hammons Fall 2006, LLC
Attn: Gregg Groves
300 John Q. Hammons Pkwy, Suite 900
Springfield, MO 65806

gregg.groves@jqh.com

with a copy to:

Mark A. Shaiken
Stinson Leonard Street LLP
6400 So. Fiddlers Green Circle
Suite 1900
Greenwood, CO 80111
(303) 376-8400
Email: mark.shaiken@stinson.com

Nicholas J. Zluticky
Stinson Leonard Street LLP
1201 Walnut, Suite 2900
Kansas City, MO 64106
(816) 842-8600
Email: nicholas.zluticky@stinson.com

Bruce A. Strauss
Merrick Baker & Strauss, P.C.
1044 Main Street, Suite 500
Kansas City, MO 64105
Tel – 816-221-8855
Fax – 816-221-7886

Any notice given by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to the recipient Party's address, provided that such delivery is before 5:00 p.m. (local time for the recipient Party) on any business day, otherwise the following business day, except in the case of delivery by email, the date the recipient Party responds in writing (by email or otherwise) affirmatively acknowledging receipt of delivery (expressly excluding any automated reply to the sending Party regarding delivery to the recipient Party's email address), or (b) the attempted delivery of such notice if the recipient Party refuses delivery or is no longer at such address and failed to provide the sending Party with its current address pursuant to this Section 10.08.

11.08. No Solicitation. This Agreement and the Settlement Agreement are not and shall not be deemed to be a solicitation for votes to accept or reject the Plans for purposes of sections 1125 and 1126 of the Bankruptcy Code.

Section 12. Public Disclosure. The Parties hereby consent to the disclosure of the execution and contents of this Agreement and the Settlement Agreement solely for the purposes of seeking Bankruptcy Court approval of this Agreement or the Settlement Agreement.

[END OF TEXT – CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

The Revocable Trust of John Q. Hammons, for itself and on behalf of all other Debtors

By: _____
Name: Jacqueline A. Dowdy
Title: Co-Trustee

By: _____
Name: Greggory D. Groves
Title: Co-Trustee

By: _____
Name: Jacqueline A. Dowdy, in her capacity as Co-Trustee and as director, officer and employee of various Debtors, and personally

By: _____
Name: Greggory D. Groves, in his capacity as Co-Trustee and as director, officer and employee of various Debtors, as Co-Trustee and personally

[Signature Page to Plan Support Agreement]

137617496.2

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

JD HOLDINGS, L.L.C.

By: _____
Name: Jonathan D. Eilian
Title: Chairman

[Signature Page to Plan Support Agreement]

137617496.2

Exhibit 1

Settlement Agreement

137617496.2

Exhibit 1 to Plan Support Agreement and Claim Allowance

Settlement Agreement

This Agreement (the "Agreement") sets forth the terms of a settlement among John Q. Hammons Fall 2006, LLC, and related entities, including The Revocable Trust of John Q. Hammons dated December 28, 1989, as Amended and Restated (the "JQH Trust") as debtors and debtors in possession ("Debtors") in pending bankruptcy cases before the United States Bankruptcy Court for the District of Kansas (the "Court"), administratively consolidated in Case No. 16-21142 (the "Case"), Greggory Groves ("GG") and Jacqueline A. Dowdy ("JD"), individually and as co-successor trustees of the JQH Trust, and as officers, directors and employees of various Debtors and related entities, and JD Holdings, L.L.C. and its affiliates, including but not limited to Atrium Gaming, LLC, Eastgate Funding, LLC, Jonesboro Funding, LLC, Rogers Funding, LLC, Atrium TRS IV, LP and/or Atrium Finance IV, LP ("JDH" and, with the other parties, the "Parties") related to that certain Joint and Consolidated Chapter 11 Plans or Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C. on February 6, 2018 (ECF Doc. 1766) (the "Plan"), including the new Charitable Trust ("NCT") identified therein. The provisions of this Agreement shall be binding on the parties hereto in all respects and shall be governed by the laws of the State of Kansas, and the Bankruptcy Code where applicable, and shall be subject to interpretation and enforcement by the Court.[1]

1. Plan and related disclosure statement ("JDH Disclosure Statement") modifications:

    a. Releases for GG and JD from JDH and the Debtors in Plan, and from all creditors (to the extent permitted by the Court), which creditor releases JDH shall support, upon Effective Date of Plan.

    b. Severance / change of control payment for Debtors' employees that are terminated or resign as set forth in the spreadsheet attached hereto as Exhibit A.

    c. Modification of the word "policy" on page 19 of the JDH Disclosure Statement to conform to 1(b) above.

    d. GG and JD stay on through Effective Date of Plan and GG and JD to resign from the Debtor entities (other than the JQH Trust) on the Effective Date, rather than be terminated. GG and JD shall remain as co-trustees of the JQH Trust.

    e. Name of NCT shall be John Q. Hammons Charitable Trust.

    f. While JD and GG understand that they will not be trustees of NCT, they would designate the charitable organizations to whom each of the assets in NCT are distributed to be disclosed within ten days after JDH informs the Debtors of the assets to be contributed to the NCT at the June 26, 2016 Alvarez and Marsal

[1] JD Holdings states that this Agreement is not intended to be, and should not be construed as, an admission that venue in the Court is proper with respect to any current or future proceedings that may arise in connection with the Case, the 2005 Transaction, or the ROFR. The Debtors state that they contest JD Holdings positions on such issues. Any capitalized terms not defined in this Agreement shall have the meaning ascribed to them the Plan Support Agreement and Claim Allowance being executed herewith ("PSA"), or if not defined in the PSA, the JDH Disclosure Statement.

value. The sports hall of fame shall be one of the assets transferred to the NCT. Any disputes as to the designation to be resolved by Judge Dale Somers, as mediator ("Judge Somers").

g. Any disputes as to Plan / JDH Disclosure Statement language modifications to be resolved by Judge Somers.

h. Modifications to be completed to reflect the provisions of this Agreement by three days after approval of the Plan Support Agreement.

i. Based on JDH's payment of all allowed claims as set forth in the Plan, the Debtors have no further fiduciary duty to the Estates or their creditors and as a result, will neither seek nor accept higher or better offers for their assets.

j. Upon request, Debtors will assist JDH (i) with respect to information related to the Debtors' tax obligations; (ii) with respect to information or objections relating to any aspect of any proof of claim filed by any creditor. Debtors will have no communications with MSU with respect to MSU claims filed in the bankruptcy cases unless requested by JDH. To the extent that JDH objects to any claims of UBS, the Debtors will take no position with respect to such objection, other than to respond to any subpoena and testify truthfully.

2. Debtors and JDH shall immediately jointly request that (a) the Court suspend the deadlines for the JDH Estimation Motion and hold further proceedings on the Estimation Motion in abeyance, (b) the appeals courts handling all pending appeals stay any further action on such appeals; and (c) the Court enter an order extending the time for the Debtors to appeal and the to-be-filed appeal the Order Denying Approval of Debtors' Disclosure Statement to coincide with confirmation of the Plan. Upon Effective Date of Plan, all appeals shall be dismissed with prejudice.

3. On Effective Date of Plan,

a. JDH shall pay Trust sufficient funds to wrap up trust and state court probate estate, estimated to be $615,000. To the extent that these expenses, REDACTED , exceed $615,000, the funds to be deposited in the NCT Trust shall be decreased by a like amount, REDACTE REDACTED

b. COBRA access by JDH / Atrium agreement for discharged / resigned / terminated JQH employees. COBRA access would be to Atrium / JDH health plans.

4. Additional Terms:

a. By no later than March 1, 2018, parties hereto shall issue a mutually acceptable joint written statement explaining the transaction that will be positive for all sides involved. Any disputes as to this written statement to be resolved by Judge Somers.

b. Promptly after execution of this Agreement, the Debtors shall inform their workforce of the proposed Agreement. JDH and its related companies shall not communicate with the Debtors' workforce until after the Debtors have informed their workforce pursuant to this paragraph.

c. ASAP Identification by JDH of non-cash assets to be contributed to NCT.

d. Subject to paragraph 6 below, confirmation that JDH will pay all allowed claims under plan, to include all professionals[2]; all disposition taxes (including but not limited to capital gains and 1231 taxes) resulting from these transactions; MSU's bequest claim as well as MSU's contract claim, but in each case only to the extent such claims are allowed.

e. Cooperation provisions in Plan as condition to $15 million additional NCT funding: if there is a dispute as to whether Debtors, GG, or JD are cooperating, the Court — not JDH — resolves any such issues and consequences on expedited basis.

f. APA – want to see it ASAP and it must provide limited reps and warranties and no recourse to individuals if there is a rep / warranty bust. Any disputes as to language modifications to be resolved by Judge Somers.

g. Subject to paragraph 1(b) above, all employees of JQH Management's offices in Springfield, Missouri and regionally and all employees of JQH Accounting Services LLC who are terminated following the Effective Date shall receive severance pay equal to one week of salary for every year of employment at the Debtors (or in the case of JQH Accounting employees, for each year of employment at either JQH Management or JQH Accounting) up to twenty years of employment.

h. Hammons name to remain on the baseball stadium, until the time such asset is sold by JDH or contributed to the NCT.

5. Subject to Court approval, this agreement is binding on the parties hereto provided however that JDH's obligations hereunder are subject to: (a) satisfaction of the condition that JDH finish its due diligence regarding tax liabilities created as a result of the transactions set forth herein and determine it will proceed with this transaction based on

[2] Professionals include, but are not limited to, Stinson Leonard Street LLP, Merrick Baker Strauss, P.C., UBS Securities, LLC, TS Worldwide, LLC d/b/a HVS, Alvarez & Marsal, BKD LLP, Concord Specialty Insurance, and all other professionals who have been approved by prior orders of the Court and/or who have been deemed approved as ordinary course of business professionals in the bankruptcy case under the terms and conditions of the Order Approving Procedures for Employment of Professionals in the Ordinary Course of Business.

such due diligence in its sole and absolute discretion, and (b) JDH reaching a settlement that is acceptable in its sole and absolute discretion as to the amount of the allowed claims of MSU and its related foundation.

6. In addition to paragraph 2, until the conditions in paragraph 6 are met, the parties shall have deadlines related to all appeals in the bankruptcy cases and the claims estimation process held in abeyance and shall cooperate to obtain court orders from the relevant courts effecting this abeyance.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 10th day of February 2018.

The Revocable Trust of John Q. Hammons, for itself and on behalf of all other Debtors

By: _____
Name: Jacqueline A. Dowdy
Title: Co-Trustee

By: _____
Name: Greggory D. Groves
Title: Co-Trustee

By: _____
Name: Jacqueline A. Dowdy, in her capacity as Co-Trustee and as director, officer and employee of various Debtors, and personally

By: _____
Name: Greggory D. Groves, in his capacity as Co-Trustee and as director, officer and employee of various Debtors, as Co-Trustee and personally

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 10th day of February 2018.

JD HOLDINGS, L.L.C.

By: _____
Name: Jonathan D. Eilian
Title: Chairman

Prop No	Property	Name	PosTitle	HourlyRate	Weekly	Annual Rate	OrigHire	LastHire	Medical Plan	Medical Election	Med COBRA $	Dental Election	Dent COBRA $	Vision Election	Vision COBRA $	Total COBRA $	Years of Service as of 2-1-18	2/1/2018	3 Months COBRA Cost and VP's at 6	163 Mod and VPs at 12	Total
701	JQHHM LLC Regio	Pasley, John J	Regional VP Region I	$101.24	$4,049.61	$210,579.82	29-Jun-00	29-Jun-00	UMR Medical A Medium	Emp + Family HRA	1844.69	Family	77.23	Family	16.08	1938.00	17	17.605479	$ 11,628.00	$ 210,579.82	$ 222,207.82
701	JQHHM LLC Regio	Niehaus, Robert R	Regional VP Region III	$104.91	$4,196.28	$218,206.79	04-Sep-90	04-Sep-90	UMR Medical A Medium	Emp + Spouse HRA	1190.13	Emp+1	61.8	EE+1	8.96	1260.89	27	27.430137	$ 7,565.34	$ 218,206.79	$ 225,772.13
																			$ -	$ -	$ -
																			$ -	$ -	$ -
																		118.16986	$ -	$ -	$ -
																		118.16986	$ -	$ -	$ -
753	JQHHM LLC	Morrissey, Joseph M	Senior VP of Operations	$119.44	$4,777.45	$248,427.39	02-Jan-99	02-Jan-99	UMR Medical A Medium	Emp + Family HRA	1844.69	Family	77.23	Family	16.08	1938.00	19	19.09589	$ 11,628.00	$ 385,062.45	$ 396,690.45
753	JQHHM LLC	Beran, Rick A	VP, Food & Beverage	$80.53	$3,221.22	$167,503.37	09-Mar-92	09-Mar-92	UMR Medical A Medium	Emp + Family HRA	1844.69	Family	77.23	Family	16.08	1938.00	26	25.917808	$ 11,628.00	$ 167,503.37	$ 179,131.37
753	JQHHM LLC	Groves, Gregory	Senior VP President & Gen Counsel	$108.81	$4,352.44	$226,327.11	14-May-12	14-May-12	UMR Medical A Medium	Emp + Family HRA	1844.69	Family	77.23	Family	16.08	1938.00	5	5.7232877	$ 11,628.00	$ 316,857.96	$ 328,485.96
753	JQHHM LLC	Burgess, Walter P	VP Sales & Revenue Optimization	$82.14	$3,285.67	$170,854.77	29-Nov-10	29-Nov-10	UMR Medical A Medium	Emp + Spouse	1190.13	Emp+1	61.8	EE+1	8.96	1260.89	7	7.1808219	$ 7,565.34	$ 170,854.77	$ 178,420.11
753	JQHHM LLC	Foster, Kent S	VP Human Resources	$86.89	$3,475.73	$180,738.03	01-Oct-99	01-Oct-99	UMR Medical A Medium	Emp + Spouse HRA	1190.13	Emp+1	61.8	EE+1	8.96	1260.89	18	18.350685	$ 7,565.34	$ 180,738.03	$ 188,303.37
753	JQHHM LLC	George, William Thad	VP Capital Planning and Asset Mgmt	$87.77	$3,510.85	$182,563.94	22-Aug-94	01-Jul-15	UMR Medical A Medium	Emp + Spouse HRA	1190.13	Emp+1	61.8	EE+1	8.96	1260.89	2	2.5917808	$ 7,565.34	$ 182,563.94	$ 190,129.28
753	JQHHM LLC	Smith, Christopher D	Senior VP Administration & Control	$108.28	$4,331.24	$225,224.39	13-Apr-87	13-Apr-87	UMR Medical A Medium	Emp HRA	595.06	Emp	23.78	EE	6.23	625.07	30	30.827397	$ 3,750.42	$ 315,314.15	$ 319,064.57
753	JQHHM LLC	Blache, Patrick	VP of Information Technology	$72.12	$2,884.62	$150,000.00	15-Jun-15	15-Jun-15	WAIVE Medical	None		#N/A		#N/A		0.00	2	2.6356164	$ -	$ 150,000.00	$ 150,000.00
																			$ -	$ -	$ -
																			$ -	$ -	$ -
754	JQH Hotels Indust	Dowdy, Jacquie A	CEO I	$176.78	$7,071.35	$367,710.00	13-Jul-81	13-Jul-81	UMR Medical A Medium	Emp + Spouse HRA	1190.13	Emp+1	61.8	EE+1	8.96	1260.89	36	36.580822	$ 7,565.34	$ 542,710.00	$ 550,275.34
																			$ 88,089.12	$ 2,840,391.28	$ 2,928,480.40

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EXHIBIT B

CONTACT: Sheri D. Smith
WiseHive Public Relations LLC
(214) 454-3969; sheri.smith@wisehivepr.com

OFFICIAL STATEMENT

JQH AND JD HOLDINGS REACH BANKRUPTCY SETTLEMENT

SPRINGFIELD, Mo. – February 13, 2018 – A compromise between John Q. Hammons Hotels & Resorts, the Revocable Trust of John Q. Hammons, and related affiliates (collectively "JQH") and JQH's largest creditor, JD Holdings, L.L.C. (together with its affiliates, "JDH"), has been reached and submitted for approval to the bankruptcy court presiding over JQH's bankruptcy cases. The settlement was filed February 13, 2018, in the United States Bankruptcy Court of the District of Kansas at Kansas City, and the parties plan to move forward together to expedite the settlement and the successful resolution of the JQH bankruptcy cases.

The settlement requires the parties to move forward in support of the plan of bankruptcy reorganization that JDH filed on February 6, 2018, (the "Plan") with a number of agreed-upon modifications. The Plan provides for JDH to acquire all assets of the bankruptcy estates while satisfying all allowed claims of creditors, except to the extent creditors have agreed otherwise. The Plan and settlement also provide for the continued employment of virtually all of JQH's approximately 4,000 employees and for the creation of a charitable trust to honor the legacy of Mr. John Q. Hammons.

JQH owns and operates 35 hotels and related parking garages and regional convention facilities in 16 states, as well as residential communities, golf courses, numerous undeveloped hotel parcels, and interests in a number of operating businesses. JQH is also one of the largest owners of real estate in Springfield, Missouri, with properties spanning Hammons Field (home to the St. Louis Cardinals' Double-A Minor League Team, the Springfield Cardinals), the Hammons Office Tower, the United States Courthouse, the John Q. Hammons Missouri Sports Hall of Fame, and the Jordan Valley Car Park, among others.

Upon the Plan effective date, JDH's affiliate, Atrium Hospitality, L.P., a leading independent hotel management company based in Alpharetta, Georgia, will manage the JQH hotels.

Jonathan Eilian, JDH's Chairman, stated, "We are glad to have reached a settlement with the trustees of the John Q. Hammons Trust. With our disputes behind us, we look forward to combining the management of Atrium's existing portfolio with the hotel properties held by the Trust, all of which were developed by Mr. Hammons over the course of his visionary and distinguished career in the hotel industry."

Jacquie Dowdy, JQH's CEO, recognized the settlement agreement as an opportunity to protect the legacy of Mr. John Q. Hammons, which he spent more than five decades successfully building.

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“This is a historic day as we celebrate coming to a satisfactory agreement with Mr. Eilian to ensure that Mr. Hammons’ legacy can properly live on,” Dowdy said. “I look forward to working with Mr. Eilian on a smooth transition that leverages JQH’s award-winning, performance-oriented qualities.”

JQH is represented by Stinson Leonard Street LLP, and JDH by Milbank, Tweed, Hadley & McCloy LLP.

# # #

EXHIBIT C

The relief described hereinbelow is SO ORDERED.

SIGNED this 6th day of March, 2018.

Robert D. Berger
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY

In re	)	Chapter 11
JOHN Q. HAMMONS FALL 2006, LLC, *et al*.,	)	Case No. 16-21142 (RDB)
	)	*Jointly Administered*
Debtors.	)	

ORDER GRANTING MOTION FOR AUTHORITY TO ENTER INTO PLAN SUPPORT AGREEMENT AND COMPROMISE OF CLAIMS

This matter came before the Court on Debtors' Motion for Authority to Enter into Plan Support Agreement and Compromise of Claims [ECF No. 1791] (the "Motion").

Due and appropriate notice of the Motion was provided to all known creditors and parties-in-interest, entities, and persons so entitled thereto, as evidenced by the Certificates of Service separately filed with the Court by BMC Group Inc., noticing agent for the Debtors.

All parties-in-interest had the opportunity to be heard, and the Court, having reviewed the Motion and the record in this case, including the objections and responses filed by parties-in-interest, IT IS HEREBY ORDERED as follows:

1. For the reasons stated by the Court on the record at the hearing on the Motion, which findings of fact and conclusions of law are incorporated by reference in this Order as if set forth fully herein, the Court hereby approves the Motion and authorizes the Debtors to enter into the Plan Support Agreement and the Settlement Agreement attached to the Motion as Exhibit 1 (collectively the "PSA"), and all objection to the Motion are overruled;

2. Debtors are authorized, and the Debtors and JD Holdings, L.L.C. ("JD Holdings") are directed, to take all necessary and appropriate actions to fulfill their respective obligations under the PSA;

3. Subject only to the conditions contained in the PSA, JD Holdings has an allowed claim in the amount of $495,938,161.00, jointly and severally against all Debtors, for JD Holdings' claims arising from the Sponsor Entity Right of First Refusal Agreement, dated September 16, 2006, as amended;

4. The foregoing orders are made without prejudice to any non-debtor party-in-interest's right, if any, to object to any plan of reorganization or disclosure statement filed in these cases, including JD Holdings' Corrected Disclosure Statement with Respect to Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors [ECF No. 1788]; and

5. JD Holdings shall file an amended Disclosure Statement on or before March 16, 2018 to provide, *inter alia*, for disclosure of the PSA and corresponding approval by the Court and to reflect additional disclosures, such as the backgrounds of the principals of the buyers.

# # #

SUBMITTED BY:

STINSON LEONARD STREET LLP

/s/ Mark A. Shaiken
Mark Shaiken KS # 11011
Nicholas Zluticky KS # 23935
1201 Walnut, Suite 2900
Kansas City, Missouri 64106
Telephone: (816) 842-8600
Facsimile: (816) 691-3495
mark.shaiken@stinson.com
nicholas.zluticky@stinson.com

Counsel for the Debtors.

EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS

In re:	)	
	)	**Case No. 16-21142**
JOHN Q. HAMMONS FALL 2006, LLC, et al.,	)	**(Lead Case)**
	)	
Debtors.	)	**Chapter 11**
	)	

MODIFIED AMENDED JOINT AND CONSOLIDATED CHAPTER 11 PLANS OF REORGANIZATION FOR ALL DEBTORS FILED BY CREDITOR JD HOLDINGS, L.L.C.

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INTRODUCTION

JD Holdings[1] hereby proposes the following plans of reorganization for the resolution of outstanding claims against, and equity interests in, all Debtors pursuant to title 11 of the United States Code, 11 U.S.C. §§ 101-1532.[2] Schedule 1 sets forth a list of each Debtor.

As detailed below, these Plans provide for the Sale of the Assets to JD Holdings and payment in full of all Allowed Claims against Debtors (except to the extent a Holder of an Allowed Claim agrees to an alternative treatment) upon the Effective Date of the Plans or as soon thereafter as is practicable, with JD Holdings subordinating its Claims arising from the ROFR to all other Allowed Claims. In addition, JD Holdings will contribute assets to a new Charitable Trust to honor Mr. Hammons' charitable intent (in an amount that will increase if Debtors cooperate in Confirmation and implementation of the Plans), even though such beneficiaries have not been identified, do not have standing under the Bankruptcy Code, and are not parties in interest.

There are no contingencies to the implementation of these Plans after Confirmation.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms

The following capitalized terms shall have the following meanings when used herein:

1. "**2005 Transaction**" means the transaction in 2005 entered into by Mr. Hammons, JQH Trust, and certain of their Affiliates, in which, among other things, Jonathan Eilian and his Affiliates took private John Q. Hammons Hotels, Inc., a publicly traded company.

2. "**Administrative Claim**" means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (including wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses pursuant to sections 328, 330(a), 331, or 332 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Effective Date, including Professional Compensation Claims; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including the U.S. Trustee Fees; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

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[1] Capitalized terms are defined in Article I hereof.

[2] In an abundance of caution, JD Holdings states that the submission of these Plans is not intended to be, and should not be construed as, an admission that venue in the Bankruptcy Court is proper with respect to any current or future proceedings that may arise in connection with the Chapter 11 Cases, the 2005 Transaction, or the ROFR. Upon consummation of the Sale of the 27 hotels being financed by the Sale Lender, JD Holdings' objections to venue in the Bankruptcy Court shall be deemed withdrawn.

3. "**Administrative Claims Bar Date**" means the deadline for filing requests for payment of Administrative Claims, which shall be thirty (30) days after the Effective Date.

4. "**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code.

5. "**Allowed**" means any Claim that (a) is evidenced by a Proof of Claim that has been timely Filed by the applicable Claims Bar Date, or is not required to be evidenced by a Proof of Claim under the Bankruptcy Code or a Final Order, (b) is listed on the Schedules as of the Effective Date as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed, (c) has been compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors by a Final Order, or (d) is Allowed pursuant to the Plans or a Final Order; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to any Claim, (1) no objection to the allowance of such Claim, request for estimation, motion to amend the Schedules, or other challenge of such Claim has been made by the Claims Objection Bar Date, or (2) such objection, request, motion or challenge is made and the Claim is Allowed for distribution purposes by a Final Order. Any Claim that has been or is hereafter listed on the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim has been timely Filed, is deemed Disallowed and shall be expunged without further action by the Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding the foregoing or anything else to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors.

6. "**APA**" means the Asset Purchase Agreement for the sale of the Assets between Debtors, as sellers, and JD Holdings, as purchaser.

7. "**Assets**" means all title, rights, interests and other forms of ownership of the Debtors of any nature in property of any kind, whether vested or contingent, wherever located, including all real property, personal property (both tangible and intangible), cash, Causes of Action, and Equity Interests held by any Debtor in any other Debtors or JQH Non-Debtor Entities.

8. "**Assumed Agreements**" means all of the Executory Contracts and Unexpired Leases of Debtors other than Rejected Executory Contracts and Unexpired Leases to be (a) assumed by the Debtors and assigned to JD Holdings, or (b) assumed and retained by Debtors.

9. "**Assumed Liabilities**" means any liabilities of the Debtors to be (a) assumed by JD Holdings pursuant to the APA, or (b) retained by the Debtors.

10. "**Assumed Loans**" means those loans to be identified in the Plans Supplement to be reinstated, as necessary, and assumed by JD Holdings pursuant to the terms of the underlying loan agreement(s) and/or an agreement between JD Holdings and the applicable lender or its authorized representative.

11. "**Avoidance Actions**" means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547-553,

and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

12. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, as may be amended from time to time.

13. "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Kansas.

14. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. "**Business Day**" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

16. "**Cash**" means the legal tender of the United States of America.

17. "**Causes of Action**" means any claim, cause of action, controversy, demand, action, suit, defense, offset, setoff, counterclaim, recoupment, power, privilege or license of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, including: (a) the right to object to Claims; (b) any claim pursuant to section 362 of the Bankruptcy Code; (b) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (d) any Avoidance Actions; (e) indemnification, reimbursement or recovery under any insurance policies; and (e) any cause of action to be identified in any Plans Supplement.

18. "**Chapter 11 Cases**" means *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142.

19. "**Charitable Trust**" means a new charitable trust to be established by JD Holdings to honor the charitable intent of Mr. Hammons.

20. "**Claim**" means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.

21. "**Claims and Solicitation Agent**" means BMC Group, Inc., the notice, claims, solicitation, and balloting agent retained by the Debtors in the Chapter 11 Cases.

22. "**Claims Bar Date**" means, with reference to a Claim, the date by which Proofs of Claim must be or must have been Filed with respect to such Claim, as ordered by the Bankruptcy Court pursuant to the Claims Bar Date Order or another Final Order.

23. "**Claims Bar Date Order**" means the *Order (I) Establishing Bar Dates for Filing Proofs of Claim and Interest, (II) Establishing Procedures for Filing Proofs of Claim and Interest, and (III) Approving Form and Manner of Notice Thereof* [ECF No. 525].

24. "**Claims Objection Bar Date**" means the deadline for JD Holdings and other parties in interest to object to a Claim, other than Administrative Claims (which are addressed separately), which shall be on the date that is the later of (a) the Effective Date and (b) such later period of limitation as may be specifically fixed or extended by a Final Order of the Bankruptcy Court.

25. "**Claims Register**" means the official register of Claims maintained by the Claims and Solicitation Agent.

26. "**Class**" means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

27. "**Collateral**" means any property or interest in property of the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

28. "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

29. "**Confirmation Date**" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court on the Confirmation of the Plans pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

31. "**Confirmation Hearing Date**" means the date of the commencement of the Confirmation Hearing.

32. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plans pursuant to section 1129 of the Bankruptcy Code.

33. "**Cure Costs**" means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed and assigned by the Debtors to JD Holdings pursuant to sections 365 or 1123 of the Bankruptcy Code.

34. "**Debtor Parties**" has the meaning set forth in Article V.

35. "**Debtors**" means those Entities listed on Schedule 1.

36. "**Debtors Released Party**" means the Debtors and each of their respective predecessors, successors and assigns, and each of the current and former officers, directors, and

employees thereof, and Stinson Leonard Street LLP and Merrick, Baker & Strauss, P.C. (in each case, in his, her, or its capacity as such).

37. "**Delaware Litigation**" refers to the matter captioned *JD Holdings, L.L.C. v. Dowdy*, C.A. No. 7480-VCL, commenced in the Delaware Court of Chancery on May 1, 2012.

38. "**Disallowed**" means, as it relates to any Claim, that it (a) has been disallowed under these Plans, (b) has been found by a Final Order not to be an Allowed Claim, (c) is listed on the applicable Schedule at zero or as contingent, disputed or unliquidated and as to which no proof of claim has been timely Filed, (d) is not listed on the Schedules and as to which no proof of claim has been timely Filed, or (e) has been withdrawn.

39. "**Disclosure Statement**" means the written Disclosure Statement that relates to the Plans, as supplemented or modified from time to time and that is prepared and disseminated in accordance with Section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules.

40. "**Distribution Record Date**" means the Confirmation Date.

41. "**Effective Date**" means a date selected by JD Holdings that is any Business Day after the Confirmation Order is a Final Order on which the first closing under the APA occurs.

42. "**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code which, for avoidance of doubt, shall include a limited liability company.

43. "**Equity Interest**" means any equity interest (as defined in section 101(16) of the Bankruptcy Code) in a Debtor or in a JQH Non-Debtor Entity held by a Debtor, including any issued or unissued share of common stock, preferred stock, membership interests in limited liability companies, general and limited partnership interests in partnerships, or other ownership interest in a Debtor or JQH Non-Debtor Entity, whether or not transferable or represented by a certificate, including any option, warrant or right, contractual or otherwise, to acquire any such interest in a Debtor or JQH Non-Debtor Entity that existed immediately prior to the Effective Date, any award of stock options, restricted stock units, equity appreciation rights, restricted equity, or phantom equity granted to an existing employee of the Debtors JQH Non-Debtor Entity pursuant to any equity plan maintained by the Debtors or JQH Non-Debtor Entity or under any existing employment agreement of the Debtors' or JQH Non-Debtor Entities' existing employees, any Existing Shares, and any Claim against any Debtor or JQH Non-Debtor Entity subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing. For the avoidance of doubt, Equity Interest does not include beneficial interests in the JQH Trust.

44. "**Executory Contract**" means a contract to which any Debtor is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

45. "**Exculpated Parties**" means the Debtors Released Parties, the JD Holdings Released Parties, and the Trustees Released Parties.

46. "**File,**" "**Filed,**" or "**Filing**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

47. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction in the Chapter 11 Cases, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari or leave to appeal has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari or leave to appeal was sought; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure may be Filed relating to such order shall not prevent such order from being a Final Order. Notwithstanding the foregoing, JD Holdings shall have the right to waive the conditions set forth herein with regard to the Confirmation Order, in which case the Confirmation Order shall be deemed a Final Order for purposes of the Plans and the APA.

48. "**General Unsecured Claim**" means any Claim against a Debtor that is not one of the following Claims: (a) Administrative Claim; (b) Priority Tax Claim; (c) Other Priority Claim; or (d) Secured Claim.

49. "**Governmental Unit**" has the meaning set forth in section 101(27) of the Bankruptcy Code.

50. "**Holder**" means the Entity holding the beneficial interest in a Claim or Equity Interest.

51. "**Impaired**" means a Class of Claims that is not Unimpaired.

52. "**Insider**" has the meaning set forth in section 101(31) of the Bankruptcy Code.

53. "**JD Holdings**" means JD Holdings, L.L.C., and/or its subsidiary Entities, and/or its designees (as the context requires).

54. "**JD Holdings Released Party**" means (i) JD Holdings and each of its Affiliates, and each of their respective predecessors, successors and assigns, and each of the current and former shareholders, subsidiaries, members (including ex-officio members), officers, directors, principals, managers, trustees, employees, partners, attorneys, lenders, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents and representatives of each of the foregoing Entities (in each case, in his, her, or its capacity as such); and (ii) the Sale Lender. The term "Affiliate" as used in this definition includes Jonathan D. Eilian and Ronald C. Brown, personally, and any Entity in which either of them has any equity interest, and any trust in which either of them is a grantor, trustee, or beneficiary.

55. "**JQH Non-Debtor Entities**" means those Entities listed on Schedule 2.

56. "**JQH Trust**" means The Revocable Trust of John Q. Hammons, dated December 29, 1989, as amended and restated.

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57. "**Judicial Code**" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

58. "**Lien**" has the meaning set forth in section 101(37) of the Bankruptcy Code.

59. "**Non-Hotel Assets**" means all Assets of Debtors other than hotels or cash.

60. "**Other Priority Claim**" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

61. "**Outside Effective Date**" means the date that is 60 days after the Confirmation Order becomes a Final Order.

62. "**Outside Closing Date**" means the date that is 120 days after the Confirmation Order becomes a Final Order.

63. "**Person**" has the meaning set forth in section 101(41) of the Bankruptcy Code.

64. "**Petition Date**" means June 26, 2016.

65. "**Plans**" mean these *Chapter 11 Plans of Reorganization for all Debtors* (as amended, supplemented, or modified from time to time in accordance with the terms hereof), including, the Plans Supplement, which are incorporated herein by this reference. For ease of reference, the term "Plan" may be used throughout this document in place of "Plans".

66. "**Plans Distribution**" means a payment or distribution to Holders of Allowed Claims or other eligible Entities under the Plans.

67. "**Plans Documents**" means the documents other than the Plans, to be executed, delivered, assumed, or performed to consummate the Plans Transactions and implement the Plans on the Effective Date.

68. "**Plans Supplement**" means all documents that supplement this *Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C.* that are Filed no less than seven (7) days prior to the Confirmation Date.

69. "**Plans Transactions**" means one or more transactions to occur on or before the closing dates set forth in the APA or other Plans Documents (as the case may be) or as soon thereafter as reasonably practicable, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary or appropriate to effectuate the Plans, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, equity issuance, sale, dissolution, certificates of incorporation, certificates of partnership, operating agreements, bylaws, or other documents containing terms that are consistent with or necessary or appropriate to implement the terms of the Plans and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of equity issuance, conveyance, assignment, assumption, delegation or other transfer of any property, right, liability, duty, or obligation on terms

consistent with the terms of the Plans; and (c) all other actions that are consistent with the terms of the Plans that JD Holdings reasonably determines in its sole discretion are necessary or appropriate.

70. "**Priority Tax Claim**" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

71. "**Professional**" means any Entity employed by a Debtor pursuant to a Bankruptcy Court order in accordance with section 327, 328, 330, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date, pursuant to sections 327, 328, 329, 330, 363, and 331 of the Bankruptcy Code or awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

72. "**Professional Compensation Claims**" means, at any given moment, all accrued fees and expenses (including success fees) for services rendered by all Professionals through and including the Effective Date, to the extent such fees and expenses have not been paid and regardless of whether a fee application has been Filed for such fees and expenses. To the extent that the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's fees or expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Compensation Claim.

73. "**Proof of Claim**" means a proof of Claim Filed against a Debtor in the Chapter 11 Cases.

74. "**PSA**" means the Plan Support Agreement and Claim Allowance dated February 10, 2018 by and among (i) the JQH Trust, for itself and on behalf of all other Debtors; (ii) Greggory Groves and Jacqueline A. Dowdy, individually and as co-successor trustees of the JQH Trust, and as officers, directors and employees of various Debtors and JQH Non-Debtor Entities; and (iii) JD Holdings.

75. "**Purchased Assets**" means those Assets purchased by JD Holdings pursuant to the APA.

76. "**Purchased Assets Secured Claim**" means a Secured Claim on any of the Purchased Assets.

77. "**Rejected Executory Contracts and Unexpired Leases**" means those Executory Contracts and Unexpired Leases that JD Holdings identifies on a schedule of Rejected Executory Contracts and Unexpired Leases on or before the Effective Date, which shall be deemed rejected pursuant to section 365 of the Bankruptcy Code on the Effective Date.

78. "**ROFR**" means the Sponsor Entity Right of First Refusal Agreement provided by the Debtors and the JQH Trust to JD Holdings in 2005, including all amendments thereto.

79. "**Sale**" means the sale contemplated by the APA.

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80. "**Sale Financing Facility**" means the secured credit facility to be entered into by JD Holdings as of and subject to the occurrence of the Effective Date in order to facilitate the consummation of the Sale.

81. "**Sale Lender**" means the lenders, agents and arrangers providing the Sale Financing Facility, including Goldman Sachs Mortgage Company and certain of its affiliates, in their capacity as such.

82. "**Schedules**" means the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules (as they may be amended, modified, or supplemented from time to time).

83. "**Secured Claim**" means a Claim against any Debtor that is secured by a Lien on property in which such Debtor has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code as determined pursuant to section 506(a) of the Bankruptcy Code.

84. "**Settlement Agreement**" means the Settlement Agreement dated February 10, 2018 by and among (i) the Debtors; (ii) Greggory Groves and Jacqueline A. Dowdy, individually and as co-successor trustees of the JQH Trust, and as officers, directors and employees of various Debtors and JQH Non-Debtor Entities; and (iii) JD Holdings and its affiliates.

85. "**Third-Party Releasing Party**" has the meaning set forth in Section VII.G. hereof.

86. "**Trustees Released Party**" means Greggory Groves and Jacqueline A. Dowdy, individually and in their respective capacities as co-successor trustees of the JQH Trust, officers, directors, general counsel, managers, representatives, agents, and employees of any Debtors and JQH Non-Debtor Entities.

87. "**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code, or may be amended by mutual agreement of the parties thereto.

88. "**Unimpaired**" means, with respect to a Class of Claims or Equity Interests, a Claim or Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

89. "**U.S. Trustee**" means the United States Trustee for Region 20.

90. "**U.S. Trustee Fees**" means fees arising under section 1930(a)(6) of the Judicial Code and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to the Plans: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in such form or substantially on such terms and conditions; (3) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit as it may thereafter be amended, modified, or supplemented; (4) unless otherwise stated, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time; (5) any reference herein to an Entity as a Holder of a Claim includes that Entity's successors and assigns; (6) unless otherwise stated, all references herein to "Articles" or "Sections" are references to Articles or Sections hereof or hereto; (7) unless otherwise stated, the words "herein," "hereof," and "hereto" refer to the Plans in their entirety rather than to a particular portion of the Plans; (8) unless otherwise stated, the words "include," "including" and similar terms shall be construed as if followed by the phrase "without limitation"; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (10) unless otherwise stated, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (11) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), the laws of the State of New York shall govern the construction and implementation of the Plans and any agreements, documents, and instruments executed in connection with the Plans.

ARTICLE II.
CLASSIFICATION OF CLAIMS AND INTERESTS

A. Allowed Claims and Equity Interests

The Allowed Claims against, and Equity Interests in, each of the Debtors are divided into the following classes:

(1) Class 1 shall consist of all Other Priority Claims.

(2) Class 2 shall consist of all Secured Claims.

(3) Class 3 shall consist of all General Unsecured Claims.

(4) Class 4 shall consist of all Equity Interests[3].

ARTICLE III.
TREATMENT OF CLAIMS AND INTERESTS

All Claims (except Administrative Claims and Priority Tax Claims) and Equity Interests are placed in the Classes set forth in Article II hereof. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified, and the Holders thereof are not entitled to vote on the Plans. A Claim is placed in a particular Class only to the extent that the Claim falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim falls within the description of such other Classes.

A. Administrative Claims (Other Than Professional Compensation Claims)

Except to the extent the Holder of an Allowed Administrative Claim agrees to an alternative treatment, each Holder of an Allowed Administrative Claim (other than of an Professional Compensation Claim) shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Administrative Claim, Cash in an amount equal to the unpaid amount of such Allowed Administrative Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Administrative Claim becomes an Allowed Claim or otherwise becomes payable under the Plans.

Except for Professional Compensation Claims and U.S. Trustee Fees, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on JD Holdings and other parties in interest no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of the occurrence of the Effective Date. Objections to such requests may be Filed by JD Holdings or any party in interest and must be Filed and served by the Claims Objection Bar Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, JD Holdings or its Affiliates, or any of their respective property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or JD Holdings or any action by the Bankruptcy Court.

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[3] JD Holdings understands that all Equity Interests in Debtors other than JQH Trust are held by other Debtors and that there are no Equity Interests in JQH Trust. In addition, Debtors also own certain Equity Interests in JQH Non-Debtor Entities.

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B. Professional Compensation Claims

1. Final Fee Applications

All final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Compensation Claims shall be determined by the Bankruptcy Court and satisfied in accordance with an order of the Bankruptcy Court.

C. Priority Tax Claims

Except to the extent the Holder of an Allowed Priority Tax Claim agrees to an alternative treatment, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Priority Tax Claim becomes an Allowed Claim or otherwise becomes payable under the Plans.

D. U.S. Trustee Fees

On the Effective Date or as soon thereafter as reasonably practicable, JD Holdings shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. Following the Effective Date, JD Holdings shall pay the U.S. Trustee Fees for each quarter (including any part thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

ARTICLE IV.
CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. Summary

The categories listed in Section IV.B hereof classify Claims against, and Equity Interests in, each of the Debtors for all purposes, including Confirmation and Plans Distributions pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Equity Interest qualifies within the description of such other Classes. A Claim or Equity Interest is also classified in a particular Class for the purpose of receiving Plans Distributions only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Classification and Treatment of Claims and Equity Interests

To the extent a Class contains Allowed Claims or Allowed Equity Interests with respect to a particular Debtor, the treatment provided to each Class for purposes of Plans Distributions is specified below:

1. Class 1 – Other Priority Claims

(a) *Classification*: Class 1 consists of all Other Priority Claims.

(b) *Treatment*: Except for any Allowed Priority Claim that relates to an Assumed Agreement, each Holder of an Allowed Other Priority Claim shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Other Priority Claim, Cash in an amount equal to the unpaid amount of such Allowed Other Priority Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Other Priority Claim becomes an Allowed Claim or otherwise becomes payable under the Plans. Allowed Priority Claims relating to Assumed Agreements shall receive Cure Costs in accordance with Section VII hereof.

(c) *Voting*: Class 1 is Unimpaired by the Plans. Each Holder of a Class 1 Other Priority Claim is conclusively presumed to have accepted the Plans pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 1 Other Priority Claim is entitled to vote to accept or reject the Plans.

2. Class 2 –Secured Claims

(a) *Classification*: Class 2 consists of all Secured Claims other than Assumed Loans.

(b) *Treatment*: Each Holder of an Allowed Secured Claim shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Secured Claim, Cash in an amount equal to the unpaid amount of such Allowed Secured Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Secured Claim becomes an Allowed Claim or otherwise becomes payable under the Plans, unless such Holder of an Allowed Secured Claim agrees to extend the term of the loan on terms, or accept other treatment, mutually agreeable to such Holder and JD Holdings.[4]

(c) *Voting*: Class 2 is Unimpaired by the Plans. Each Holder of a Class 2 Secured Claim is conclusively presumed to have accepted the Plans pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 2 Secured Claim is entitled to vote to accept or reject the Plans.

3. Class 3 – General Unsecured Claims

(a) *Classification*: Class 3 consists of all General Unsecured Claims.

[4] For the avoidance of doubt, a loan may be reinstated and/or assumed. To the extent that any loan is neither reinstated nor assumed, then such loan shall be treated as a Secured Claim.

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(b) *Treatment*: Except to the extent a Holder of an Allowed General Unsecured Claim agrees to an alternative treatment, each Holder of an Allowed General Unsecured Claim shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each General Unsecured Claim, Cash in an amount equal to the unpaid amount of such Allowed General Unsecured Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Claim becomes an Allowed Claim or otherwise becomes payable under the Plans.

(c) *Voting*: Class 3 is Unimpaired by the Plans. Each Holder of a Class 3 General Unsecured Claim is conclusively presumed to have accepted the Plans pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 3 General Unsecured Claim is entitled to vote to accept or reject the Plans.

4. Class 4 – Equity Interests

(a) *Classification*: Class 4 consists of all Equity Interests in each of the Debtors.

(b) *Treatment*: Holders of Equity Interests shall not receive separate consideration for such Equity Interests. Such Equity Interests will be transferred as set forth in Article VI hereof.

(c) *Voting*: Class 4 is Unimpaired by the Plans. Each Holder of a Class 4 Equity Interest is deemed to have accepted the Plans pursuant to section 1126(f) of the Bankruptcy Code. No Holder of a Class 4 Equity Interest is entitled to vote to accept or reject the Plans.

C. Special Provision Governing Unimpaired Claims and Equity Interests

Except as otherwise provided in the Plans, nothing under the Plans shall affect the rights of the Debtors, JD Holdings, and any other party in interest in respect of any Unimpaired Claims or Equity Interests, including all rights in respect of legal and equitable defenses to all claims for relief and causes of action against the Holder of such claims and interests, or setoffs or recoupments against, any such Unimpaired Claims or Equity Interests. For the avoidance of doubt, JD Holdings may interpose an objection to any Claim at any time up to the Claims Objection Bar Date.

D. Acceptance or Rejection of Plan

1. Voting Classes Under Plans

Under the Plans, there are no Impaired Classes entitled to vote to accept or reject the Plans.

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2. Presumed Acceptance Under Plans

Under the Plans, (a) Classes 1, 2, 3 and 4 are Unimpaired, (b) the Holders of Claims in such Classes are conclusively presumed to have accepted the Plans pursuant to section 1126(f) of the Bankruptcy Code, and (c) such Holders are not entitled to vote to accept or reject the Plans.

E. Confirmation Pursuant to Section 1129(b) of Bankruptcy Code

JD Holdings will request Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that is deemed to reject the Plans or votes to reject the Plans. JD Holdings reserves the right to revoke or withdraw the Plans or any document in the Plans Supplement, subject to and in accordance with the terms of the Plans, at any time prior to Confirmation. JD Holdings also reserves the right to alter, amend, or modify the Plans, including amending or modifying it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary, subject to and in accordance with the terms of the Plans, at any time prior to Confirmation.

Notwithstanding that voting on the Plans is not required, any party in interest may object to Confirmation.

ARTICLE V.
CHARITABLE CONTRIBUTION

On the Effective Date, JD Holdings shall establish the Charitable Trust to honor Mr. Hammons' charitable intent, which shall be named the "John Q. Hammons Charitable Trust". JD Holdings will contribute to the Charitable Trust (a) $2.0 million in Cash[5] and (b) one or more Non-Hotel Assets designated by JD Holdings on or before the Effective Date having a value totaling not less than $3.0 million[6] free and clear of all Liens and Claims.

In addition, JD Holdings would contribute to the Charitable Trust additional Non-Hotel Assets as designated by JD Holdings, of no less than $15 million in value[7] free and clear of all Liens and Claims, if Debtors and their Affiliates, the JQH Non-Debtor Entities (other than such JQH Non-Debtor Entities in which the Debtors do not own a controlling interest), and the estate of John Q. Hammons, and their respective principals, trustees, beneficiaries, shareholders, partners, members, directors, officers, employees and other persons or entities under their control (collectively, the "Debtor Parties"), voluntarily cooperate in obtaining the Confirmation Order, closing the Sale and other Plans Transactions, and implementing the Plans, as follows:

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[5] JD Holdings shall pay the JQH Trust sufficient funds to wind up the administration and operations of the JQH Trust and the state court probate of the Estate of John Q. Hammons, which is estimated to be $615,000. To the extent these expenses exceed $615,000, the amount of Cash and the Non-Hotel Assets to be contributed to the Charitable Trust shall be decreased on a pro rata basis by an amount equal to such excess.

[6] The value of such additional Non-Hotel Assets shall be based on Debtors' valuations as set forth in the appraisals of the Non-Hotel Assets prepared by Alvarez and Marsal Valuation Services, with an effective date of June 26, 2016.

[7] The value of such additional Non-Hotel Assets shall be based on Debtors' valuations as set forth in the appraisals of the Non-Hotel Assets prepared by Alvarez and Marsal Valuation Services, with an effective date of June 26, 2016.

(i) None of the Debtor Parties Files an objection to the Disclosure Statement or Plans, or opposes Confirmation, or in any manner, directly or indirectly, takes or fails to take any actions, or otherwise work with, consult, encourage or otherwise assist any other Entity to take or fail to take any action that would or would reasonably be expected to prevent, delay, impede, interfere with, or otherwise could be adverse to, obtaining approval of the Disclosure Statement or Plans, or obtaining the Confirmation Order, as determined by JD Holdings in its reasonable judgment;

(ii) The Debtor Parties take all such actions, or not take such actions, as necessary or appropriate, or as requested by JD Holdings, to obtain the approval of the Disclosure Statement and Plans, and the Confirmation Order, and provide JD Holdings and its representatives access to review all books, records and other information (including all electronic records) with respect to the Debtors and JQH Non-Debtor Entities, as determined by JD Holdings in its reasonable judgment; and

(iii) The Debtors perform all of their obligations under the Plans and Plans Documents and otherwise comply with the terms of the Plans and Plans Documents, until the closing of all Plan Transactions contemplated by the APA, as determined by JD Holdings in its reasonable judgment.

The Plans Supplement will disclose the mechanism for how the contributions to the Charitable Trust will take into account certain administrative costs and other Claims.

Notwithstanding JD Holdings' right to designate which Non-Hotel Assets to contribute to the Charitable Trust, the land and building that houses, and the Debtors' interest in, the Missouri Sports Hall of Fame shall be one of the Non-Hotel Assets contributed to the Charitable Trust. In addition, in the event that the baseball stadium located in Springfield, Missouri and leased by the JQH Trust (the "Baseball Stadium") is not one of the Non-Hotel Assets contributed to the Charitable Trust, JD Holdings shall continue to keep the name "Hammons Field" on the Baseball Stadium until and unless JD Holdings transfers its interest in and/or rights with respect to the Baseball Stadium to a third party non-Affiliate of JD Holdings.

Greggory Groves and/or Jacqueline Dowdy shall designate the charitable organizations to which each of the Non-Hotel Assets in the Charitable Trust are distributed. Such designations shall be made in writing to JD Holdings within ten (10) days after JD Holdings informs the Debtors of the Non-Hotel Assets to be contributed to the Charitable Trust. Any disputes regarding the designations of such charitable organizations shall be resolved by Judge Dale Somers, as mediator.

ARTICLE VI.
EFFECT OF CONFIRMATION

A. Actions Required By Confirmation Order

The Confirmation Order shall be deemed to (i) authorize, among other things, the Sale and other Plans Transactions and the implementation of the Plans, and (ii) require the Debtors to

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execute the APA and other Plans Documents, and all other documents and instruments, and take all other actions, as required under these Plans or that JD Holdings otherwise determines are necessary or appropriate to consummate the Sale and other Plans Transactions and implement the Plans. On and after the Confirmation Date, JD Holdings may take, or require Debtors to take, all actions as may be necessary or appropriate to effect the Sale and other Plans Transactions and the implementation of the Plans.

Upon execution of the APA pursuant to the Confirmation Order, JD Holdings shall deposit $50 million into escrow (the "Deposit"), to be disbursed to the Debtors in the event that the Effective Date does not occur by the Outside Effective Date; provided, however, the Deposit shall not be forfeited if the Effective Date does not occur by the Outside Effective Date as a result of a breach by the Debtors of their obligations under the APA, Plans, the PSA or the Settlement Agreement, or failure of a closing condition in the APA or other Plans Documents, or an appeal of the Confirmation Order. If the Effective Date does not occur by the Outside Effective Date, then forfeiture of such Deposit shall be the sole remedy for such failure.[8]

B. Cooperation by Debtor Parties

From the Confirmation Date until the Effective Date:

(i) The Debtor Parties shall continue, and cause their Affiliates, to operate the Assets in the ordinary course consistent with Debtors' past custom and practice and the industry standards for the operation of similar Assets and Debtors' operating budget for 2018 (the "Ordinary Course of Business"), including (i) maintaining the inventories at levels maintained in the Ordinary Course of Business; (ii) performing maintenance and repairs in the Ordinary Course of Business, and commencing or continuing any capital projects scheduled in the capital budget for the Assets; (iii) taking or ceasing such action as is necessary, appropriate or advisable to cure any violation of applicable laws; (iv) renewing all licenses and permits before their expiration; (v) maintaining all existing insurance policies; (vi) not making any alterations or improvements at the Assets, or demolishing any of the Assets, other than in the Ordinary Course of Business or as provided in Debtor's capital expenditures budget for the relevant period; (viii) not removing any property from the Assets, other than in the Ordinary Course of Business; and (ix) not taking, or causing or permitting to be taken, any action that could impair Debtors' title to any of the Assets or create any Lien or encumbrance on the Assets; (x) complying with all leases, convention center agreements, franchise agreements, operating agreements, management agreements, licenses and permits; (xi) amending, extending, renewing or terminating any leases, agreements, licenses or permits, except in the Ordinary Course of Business, without JD Holdings' prior written consent; (xi) not entering into any new leases or agreements with respect to the Assets, without JD Holdings' prior written consent, unless such leases or agreements are terminable by JD Holdings without any termination fee, penalty or other amount upon not more than 30 days' notice; (xii) not entering into any agreement or understanding with Insiders, without JD

[8] In addition, the allowance of JD Holdings' Claims may be reversed as set forth in the PSA.

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Holdings' prior written consent; and (xiii) not paying bonuses or other amounts in excess of base salary to any employees of Debtors;

(ii) The Debtor Parties shall permit JD Holdings to take such actions with respect to the Assets as JD Holdings deems necessary or advisable to facilitate the transition of the operation of the Assets at closing of the Sale pursuant to which the employees, agents and representatives designated by JD Holdings shall have unrestricted access to the Assets and Debtors' offices in Springfield, Missouri, during normal business hours to facilitate the transition of the management and operation of the Assets upon closing of the Sale, including, the right to review all books, records and other information (including all electronic records) with respect to the Assets in Debtors' possession, provided that neither JD Holdings nor the Sale Lender shall be deemed to have assumed any management or operational responsibilities prior to closing of the Sale by virtue of such activities and shall not have the right to direct any of Debtors' employees or otherwise have any right to make any decisions for or on behalf of Debtors with respect to the operation of the Assets;

(iii) The Debtor Parties shall provide all financial statements and other reports, documents, notices and information to JD Holdings and access to the Assets that Debtors otherwise would be required to provide to any of its lenders under the applicable loan agreements with Debtors for Assets secured by any Liens, or as requested by JD Holdings for such Assets that are not secured by any Liens, and any such documents and information requested by JD Holdings;

(iv) JD Holdings shall have the right to conduct, or engage a third-party to conduct, a forensic audit of all books and records of Debtors and its Affiliates and the Assets for any time period, and the Debtor Parties shall cooperate fully in such forensic audit;

(v) The Debtor Parties shall take all such actions, or not take such actions, necessary or appropriate to consummate the Sale and all other Plans Transactions and implement the Plans, including permitting JD Holdings and its lenders, agents and representatives to communicate directly with any ground lessors, franchisors, governmental authorities and other third-parties, obtaining all consents, approvals, estoppel certificates and other documents, materials or information as requested by any lenders, ground lessors, franchisors, governmental authorities or other third parties, or as JD Holdings reasonably determines necessary or appropriate, to consummate the assumption of the Assumed Loans, the Sale and other Plans Transactions; and

(vi) The Debtor Parties shall not in any manner, directly or indirectly, take or fail to take any actions, or otherwise work with, consult, encourage or otherwise assist any other Entity to take or fail to take any action that would or would reasonably be expected to prevent, delay, impede, interfere with, or otherwise could be adverse to, the consummation of the Sale and any other Plans Transactions or implementation of the Plans, including any appeal relating to the Plans.

After the Effective Date, Debtor Parties shall continue to perform their obligations in this Article VI.B to the extent that they have personnel and resources available to perform such obligations. Any disputes regarding Debtor Parties' performance of their obligations in this Article VI.B. shall be resolved by Judge Dale Somers, as mediator.

ARTICLE VII.
IMPLEMENTATION OF THE SALE AND OTHER PLANS TRANSACTIONS

A. Overview

The Plans contemplate a sale of all Assets (including Equity Interests) free and clear of all Liens and Claims (except as set forth in these Plans) pursuant to Bankruptcy Code sections 105, 363, 365 and 1129 (among others) to JD Holdings pursuant to the APA. JD Holdings shall file a Plans Supplement no later than seven (7) days before the Confirmation Hearing. This Plans Supplement shall include the schedules to the APA and such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms of the Plans. In consideration, on or shortly after the Effective Date, JD Holdings shall pay all Allowed Claims in full in Cash, except for any Assumed Loans (whether pursuant to the terms of the existing agreements and/or pursuant to new agreements to do so, which shall be paid in accordance with their terms), and contribute certain Cash and Non-Hotel Assets to a new Charitable Trust as set forth in Article V hereof. At or prior to the Effective Date, JD Holdings may elect to leave certain Assets with the JQH Trust either pending subsequent closings as set forth hereafter, may direct certain Assets to be conveyed or transferred directly to the Charitable Trust free and clear of all Liens and Claims, or if JD Holdings determines not to close with respect to such Assets, then such Assets shall remain with the JQH Trust free and clear of all Liens and Claims.

JD Holdings shall be obligated to proceed to closing of the Sale pursuant to the APA following the Confirmation Order becoming a Final Order, except in the event of an appeal of the Confirmation Order, a breach by Debtors of their obligations under the APA, Plans, the PSA, or the Settlement Agreement, and certain other customary sale conditions to be set forth in the APA, as set forth more fully in the Disclosure Statement. The APA contemplates a series of closings, starting on the Effective Date and ending no later than the Outside Closing Date. Notwithstanding the foregoing, if JD Holdings is unable to obtain a required consent for certain Assets, a waiver of a third-party termination right that would be triggered by the sale of certain Assets or consent for the assumption of the Assumed Loans, by such Outside Closing Date (the "Delayed Assets"), but all Allowed Claims existing as of the Outside Closing Date have been paid by the Outside Closing Date, Debtors shall retain such Delayed Assets free and clear of all Liens and Claims until such time that such Delayed Assets are transferrable to JD Holdings. In such case, all economic benefits and interests from such Delayed Assets shall inure to the benefit of JD Holdings pending such closing on the Delayed Assets. The Plans Supplement will disclose additional details regarding the administration and operation of any Delayed Assets after the Outside Closing Date.

As part of the Plans, JD Holdings will subordinate its Claim arising from the ROFR to the payment of all Allowed Claims. JD Holdings has an Allowed Claim of $495,938,161.00 for

its Claims against each Debtor jointly and severally arising from the ROFR (the "Allowance Provision"); provided, however, if Debtors (i) do not breach the PSA and (ii) cooperate as set forth in the PSA and in the Settlement Agreement, and the Plans are not confirmed or the Effective Date of the Plans does not occur, then the Allowance Provision shall be of no force and effect unless Debtors, their employees, officers, directors, and/or co-trustees nevertheless receive through some alternative plan, sale, or other transaction the benefits of the Plan modifications in the Settlement Agreement, to include the funding of the Charitable Trust and the benefits of the Settlement Agreement, in which case the Allowance Provision will be effective. Accordingly, a determination of the amount of such Claim, and all litigation relating thereto, will not be needed or affect the Plans Distributions to other Holders of Claims. The subordination of JD Holdings' Claim arising from the ROFR shall become effective upon consummation of the Sale and implementation of the Plans, and shall be subject to Debtors' compliance with these Plans.

JD Holdings will have a limited period of time until the Claims Objection Bar Date in which to determine the Claims, if any, to which an objection would be Filed. All Claims to which an objection is not Filed will be deemed Allowed. If a Claim objection is Filed, the undisputed portion of that Claim will be deemed Allowed, entitled to payment along with all other Allowed Claims upon the Effective Date of the Plans or as soon thereafter as is practicable, and the disputed portion of that Claim will not be paid until such dispute is resolved by settlement or adjudication and determined to be an Allowed Claim. Prior to the Effective Date, JD Holdings will identify what Assets, if any, it will not purchase as part of the Sale or other Plans Transactions, in which case the JQH Trust shall retain any such Assets free and clear of all Liens and Claims.

As set forth more fully in the Disclosure Statement, some of Debtors' debts are assumable by a purchaser of the related Assets. Upon Confirmation, Debtors shall cooperate fully and take all steps necessary to effectuate such assumptions by JD Holdings, and the lenders relating thereto shall be obligated to perform as required by the respective loan agreements. JD Holdings shall work with the lenders of such loans to ensure timely assumption.

B. Sources of Consideration for Sale and Other Plans Transactions and Plans Distributions

JD Holdings shall (i) assume the Assumed Loans, (ii) assume the Assumed Agreements, (iii) assume and pay the Allowed Claims, (iv) establish and contribute assets to the Charitable Trust, (v) pay the JQH Trust sufficient funds to wind up the administration and operations of the JQH Trust and the state court probate of the Estate of John Q. Hammons, and (vi) pay taxes as a result of dispositions (including but not limited to capital gains taxes and other taxes payable under 26 U.S.C. § 1231) resulting from the Sale and Plans Transactions described in the Plans and the APA, all as set forth above. Pursuant to these Plans, JD Holdings is purchasing all Assets, except those Assets, if any, that JD Holdings elects not to purchase as part of the Sale or other Plans Transactions, in which case the JQH Trust shall retain any such Assets free and clear of all Liens and Claims. Funds to consummate the Plans Transactions shall come from JD Holdings and its affiliates and financing from third parties, including the Sale Lender pursuant to the Sale Financing Facility (as discussed in greater detail in the Disclosure Statement).

C. Provisions Governing Distributions

As of the close of business on the Distribution Record Date, the Claims Register for each of the Classes of Claims and Equity Interests as maintained by the Debtors or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Equity Interests. Except as otherwise provided in the Plans, the Debtors and JD Holdings, as applicable, shall have no obligation to recognize any transfer of the Claims or Equity Interests occurring on or after the Distribution Record Date. Except as otherwise provided in the Plans, the Debtors and JD Holdings, as applicable, shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the Claims Register as of the close of business on the Distribution Record Date.

Unless otherwise provided in the Plans, on the Effective Date or as soon thereafter as reasonably practicable (or if a Claim or Equity Interest is not Allowed on the Effective Date, on the date that such a Claim or Equity Interest is Allowed, or as soon thereafter as reasonably practicable), each Holder of an Allowed Claim or Equity Interest shall receive the full amount of the Plans Distribution that such Holder is entitled to pursuant to the Plans.

During the course of the Chapter 11 Cases, the Debtors have stipulated to limited relief from the automatic stay (the "Stay Relief Stipulations") to permit certain potential Holders of Claims arising out of or related to the allegations contained in their respective causes of action (collectively, the "Action"). Pursuant to those Stay Relief Stipulations, the Holders of such Claims were permitted to litigate the issues raised in the Actions to completion, and the parties in the Actions were permitted to pursue any appeals of any decisions to any court with appellate jurisdiction, for the purpose of establishing the amount, if any, of their claims (the "Personal Injury Claim Amount"). The Holders of such Claims were also permitted to settle, enforce and collect the Personal Injury Claim Amount directly from all insurance policies and proceeds without having to seek a further order of the Bankruptcy Court.[9]

All tort Claims subject to litigation and defended by the Debtors' insurers shall be treated as disputed Claims. Accordingly, any such Claim shall be paid by JD Holdings only to the extent that (i) the claimant prevails in litigation and (ii) the Debtors' insurance policies do not cover the Claim. JD Holdings shall take any actions necessary to continue the coverage for such Claims under the applicable insurance policies.

D. Compliance Matters

In connection with the Plans, to the extent applicable, the Debtors and JD Holdings shall comply with all tax withholding and reporting requirements imposed on them by any governmental authority, and all Plans Distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision to the contrary in the Plans, the Debtors and JD Holdings shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Plans Distribution generate sufficient funds to pay applicable withholding taxes, withholding Plans Distributions pending receipt of information necessary to facilitate such Plans Distributions, or

[9] Such Claims shall be disputed Claims.

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establishing any other mechanisms they reasonably believe are necessary or appropriate. The Debtors and JD Holdings reserve the right to allocate all Plans Distributions in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

E. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from any Debtor to JD Holdings, the Sale Lender or to any other Entity pursuant to, in contemplation of, or in connection with the Plans, including (1) the issuance, distribution, transfer, or exchange of any debt, Equity Interest, or other interest in any Debtor, (2) the creation, amendment, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of any indebtedness by any document or instrument or other means, (3) the making, assignment, or recording of any lease or sublease, or memorandum of such lease or sublease, or (4) the making, delivery, or recording of any deed, bill or sale, assignment or other document or instrument of transfer of any real property or personal property, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles tax, mortgage tax, real estate transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or fee imposed by any governmental authority, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or fee by such governmental authority, and accept for filing and recordation any of the foregoing documents and instruments without the payment of any such tax or fee.

F. Employment of Debtors' Employees / Severance Matters

With respect to the approximately 4,000 employees (the "Employees") employed by Debtors and Non-Debtors JQH Entities ("Existing Employer"), upon consummation of the Sale and Other Plan Transactions, JD Holdings or its Affiliates ("New Employer") will offer employment to substantially all of the Employees of Debtors and JQH Accounting (subject to standard background and compliance checks), but in any event a sufficient number of Employees that will not trigger the application of the Worker Adjustment and Retraining Notification Act (or similar local or state laws or regulations) (the "WARN Act"). New Employer will (a) pay salaries or wages to the Employees who accept such offer of employment (the "Rehired Employees") at no less than ninety (90%) of the salary or wages of such Rehired Employees existing as of the rehiring date, and (b) recognize the Rehired Employee's prior years of employment with Existing Employer (including any prior employment with Winegardner & Hammons, Inc. and any predecessor-in-interest to the Debtors).

New Employer shall be responsible for all claims and liabilities with respect to (1) application of the WARN Act, (2) salaries, wages, bonuses, profit sharing and other compensation, vacation and sick leave, worker's compensation, employer's contribution under F.I.C.A., unemployment compensation, welfare benefits, deferred compensation, savings, pension, 401(k) and retirement plan and insurance and other benefits of whatever kind which becomes payable to any Employee, and (3) any alleged or actual unfair labor practices, employment discrimination charges and lawsuits, and other similar claims of any Employees regarding employment matters arising out of or alleged acts or omissions of Existing Manager.

New Employer shall defend, indemnify and hold harmless the Trustees Released Parties from and against all loss, cost, express liabilities, causes of action and claims with respect to the application of the WARN Act.

With respect to the Employees identified in Exhibit A to the Settlement Agreement (the "Designated Employees") who are terminated or resign within 180 days after consummation of the Sale or other Plan Transactions, each Designated Employee shall promptly receive from Existing Employer a lump sum severance payment in the amounts set forth in Exhibit A to the Settlement Agreement upon such termination or resignation.

With respect to the Employees at JQH Management's offices in Springfield, Missouri, or its regional offices, or at JQH Accounting Services, LLC, but are not specifically identified in Exhibit A to the Settlement Agreement (the "Non-Designated Employees") who are terminated without cause within 180 days after consummation of the Sale or other Plan Transaction, each Non-Designated Employee shall promptly receive from Existing Employer a lump sum severance payment equal to one week of salary for every full year of employment by such Non-Employee with any Debtors or Non-Debtor JQH Entities (including any prior employment with Winegardner & Hammons, Inc. or a predecessor-in-interest of the Debtors) up to twenty (20) years of employment.[10]

JD Holdings (or its Affiliate) shall provide access to COBRA health insurance coverage to all Employees (both Designated Employees and Non-Designated Employees) who are terminated or resign upon consummation of the Sale or other Plan Transaction.

Prior to the Effective Date, each of Ms. Dowdy and Mr. Groves shall continue to perform their regular duties and the duties set forth in this Plan, the Settlement Agreement, and the Plan Support Agreement and receive their regular compensations and benefits provided to them by Existing Employer. Except as otherwise set forth in the Plans Supplement (as agreed to by the Debtors and JD Holdings) to be filed prior to the Confirmation Hearing (or other agreement), from and after the Effective Date Ms. Dowdy and Mr. Groves: (a) shall resign from their positions with JQH Management and each and every position they hold with any of the other Debtors (with the exception of their role as successor trustees of the JQH Trust) and (b) shall receive no further compensation from the Debtors in connection with their resignations from such management positions, *provided however,* that promptly upon their respective resignations from JQH Management, unless otherwise agreed to between the Debtors and JD Holdings and as set forth in the Plans Supplement, the Existing Employer or JD Holdings (or its Affiliate) shall pay in a lump sum the severance payable to Ms. Dowdy and Mr. Groves as set forth on Exhibit A to the Settlement Agreement.

With respect to all payments to be made by Existing Employer under this paragraph F, JD Holdings (or its Affiliate) shall cause Existing Employer to have sufficient Cash to make such payments.

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[10] If a Non-Designated employee is offered employment in a location more than 50 miles from his or her current place of employment, the Non-Designated employee may reject such offer of employment without waiving his or her right to severance under this Article VII.F.

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ARTICLE VIII.
EFFECTIVE DATE OF PLANS

A. Binding Effect of Plans

Subject to Section IX.B of these Plans, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plans shall be immediately effective and enforceable and binding upon the Debtors, the JQH Non-Debtor Entities, JD Holdings, the Sale Lender and any and all Holders of Claims and Equity Interests (irrespective of whether such Claims and Equity Interests accepted or are deemed to have accepted the Plans), all Entities that are parties, or are subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plans, all Entities acquiring or receiving property under the Plans, and all non-Debtor parties to Executory Contracts or Unexpired Leases with any Debtor, and all Releasing Parties. All Claims and Equity Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plans regardless of whether any Holder of a Claim or Equity Interest has supported the Plans. In addition, the discharges and releases set forth in this Article IX shall become effective and binding on the Effective Date.

B. Discharge of Claims

Except as otherwise expressly provided by section 1141 of the Bankruptcy Code or the Plans, and in consideration of the obligation of JD Holdings to make the Plans Distributions, any debt that arose before the Confirmation Date and any debt of a kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code and all Claims of any nature will be released and discharged in full on the Effective Date, including any interest accrued thereon from and after the Petition Date, whether or not (i) a Proof of Claim based on such debt or obligation is Filed or deemed Filed under section 501 of the Bankruptcy Code, (ii) such Claim is Allowed or (iii) the Holder of such Allowed Claim supports the Plans.

C. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plans, for good and valuable consideration, including the service of the JD Holdings Released Parties and the Trustees Released Parties to facilitate the reorganization of the Debtors, the consummation of the Plans Transactions and the implementation of the Plans, from and after the Effective Date, the Debtors (including the respective estates), for themselves and on behalf of their Affiliates, the JQH Non-Debtor Entities and the estate of John Q. Hammons, and each of the foregoing Entities' respective and current and former shareholders, members (including ex-officio members), partners, directors, principals, managers, officers, trustees, beneficiaries, donees, employees, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives, and the predecessors, successors and assigns of each of the foregoing, including, without limitation, Greggory Groves and Jacqueline A. Dowdy, individually and in their respective capacities as co-successor trustees of the JQH Trust, and as officers, directors, and employees of any Debtors and JQH Non-Debtor Entities (in each case, in his, her, or its capacity as such, the "Debtor Releasing Parties"), hereby conclusively, absolutely, unconditionally, irrevocably, fully and forever release

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and discharge each of the JD Holdings Released Parties and the Trustees Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of any federal state or other laws, or otherwise, that any of the Debtor Releasing Parties have asserted, could have asserted or might be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on relating to, or in any manner arising from, or in connection with, in whole or in part, (i) the Debtors (including their respective estates); (ii) the Chapter 11 Cases; (iii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is the subject of the Plans; (iv) the business or contractual arrangements between the Debtors and any Released Party (including the ROFR); (v) the restructuring of any Debtors or JQH Non-Debtor Entities; (vi) the restructuring of Claims and Equity Interests prior to or in the Chapter 11 Cases; (vii) the negotiation, formulation, or preparation of the Plans and the Disclosure Statement, Plans Documents or other agreements, instruments or documents relating to the Plans; or (viii) the subject matter of the Delaware Litigation. Notwithstanding anything to the contrary in the Plans, the foregoing release does not release any obligations of any Entity under the Plans or any Plans Documents executed to consummate any Plan Transactions, or other agreement, instrument or documents executed to implement the Plans.

D. Releases by JD Holdings

Except as otherwise specifically provided in the Plans, for good and valuable consideration, including the service of the Debtors Released Parties and the Trustees Released Parties to facilitate the reorganization of the Debtors, the consummation of the Plans Transactions and the implementation of the Plans, from and after the Effective Date, the JD Holdings, for itself and on behalf of its Affiliates, and each of the foregoing Entities' respective and current and former shareholders, members (including ex-officio members), partners, directors, principals, managers, officers, trustees, beneficiaries, donees, employees, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives, and the predecessors, successors and assigns of each of the foregoing, including, without limitation, Jonathan D. Eilian and Ronald C. Brown, individually and in their respective capacities as officers, directors, and employees of any JD Holdings or any of its Affiliates (in each case, in his, her, or its capacity as such, the "JD Holdings Releasing Parties"), hereby conclusively, absolutely, unconditionally, irrevocably, fully and forever release and discharge each of the Debtors Released Parties and the Trustees Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of any federal state or other laws, or otherwise, that any of the JD Holdings Releasing Parties have asserted, could have asserted or might be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Entity, based on relating to, or in any manner arising from, or in connection with, in whole or in part, (i) the Debtors (including their respective estates); (ii) the Chapter 11 Cases; (iii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is the subject of the Plans; (iv) the business or contractual arrangements between the Debtors and any Released Party (including the ROFR); (v) the restructuring of any Debtors or JQH Non-Debtor

Entities; (vi) the restructuring of Claims and Equity Interests prior to or in the Chapter 11 Cases; (vii) the negotiation, formulation, or preparation of the Plans and the Disclosure Statement, Plans Documents or other agreements, instruments or documents relating to the Plans; (viii) the subject matter of the Delaware Litigation; or (ix) the probate estates of John Q. Hammons and Juanita Hammons. Notwithstanding anything to the contrary in the Plans, the foregoing release does not release any obligations of any Entity under the Plans or any Plans Documents executed to consummate any Plan Transactions, or other agreement, instrument or documents executed to implement the Plans.

E. Exculpation

Except as otherwise specifically provided in the Plans, no Exculpated Party shall be responsible or have any liability for, and each Exculpated Party is hereby released and exculpated from, any claim, Cause of Action, duty, obligation, liability, damage, loss, cost or expense for (i) any act taken or not taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming, or effecting the Disclosure Statement, Plans, Confirmation, Plans Transactions, the Plans, or any Plan Documents or other agreement, document, instrument or release created or entered into in connection with the Plans; (ii) any act taken or not taken in connection with, or related to, the negotiation of Cure Costs; (iii) any act taken or not taken in connection with, or related to, the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases; or (iv) any other prepetition or post-petition act taken or not taken in connection with, or related to, the restructuring of the Debtor, except for (A) willful misconduct (including fraud), (B) the rights of any Entity to enforce the Plans and the Plans Documents, or (C) the rights of any Entity to enforce any Final Order, but in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties, responsibilities and obligations under the Plans or any Final Order.

F. Dismissal of Delaware Litigation

Upon consummation of the Sale of the 27 hotels being financed by the Sale Lender, Debtors and JD Holdings shall, and shall cause their Affiliates, and Debtors shall cause the estate of John Q. Hammons, to take all such actions necessary to dismiss the Delaware Litigation and all pending appeals in the Chapter 11 Cases, with prejudice to all parties thereto.

G. Third Party Releases by Holders of Claims and Equity Interests

Except as otherwise specifically provided in the Plans, on and after the Effective Date, (1) each present and former Holder of a Claim or Equity Interest (other than JD Holdings and its Affiliates), and each of their respective Affiliates, and each of the foregoing Entities' respective current and former shareholders, members (including ex-officio members), partners, directors, principals, managers, officers, trustees, beneficiaries (including undesignated beneficiaries), donees, employees, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives, and the predecessors, successors and assigns of each of the foregoing (in each case, in his, her, or its capacity as such, a "Third-Party Releasing Party") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, fully and forever released and discharged the JD Holdings Released

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Parties, the Debtors Released Parties, and the Trustees Released Parties from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether for tort, contract, violations of any federal, state or other laws or otherwise, that each Third-Party Releasing Party have asserted, could have asserted or might be entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, or in connection with, in whole or in part, (i) the Debtors; (ii) the Chapter 11 Cases; (iii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is the subject of the Plans; (iv) the business or contractual arrangements between the Debtors and any Released Party; (v) the restructuring of any Debtors or JQH Non-Debtor Entities; (vi) the restructuring of Claims or Equity Interests prior to or in the Chapter 11 Cases; (vii) the negotiation, formulation, or preparation of the Plans and the Disclosure Statement, Plan Documents or other agreements, instruments, or documents relating to the Plans; (viii) any act taken or not taken in connection with, or related to, the negotiation of Cure Costs; (ix) the amendment, assumption, assumption and assignment, or rejection of Executory Contracts or Unexpired Leases; (x) the probate estates of John Q. Hammons and Juanita Hammons; and (xi) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

H. Preservation, Transfer, and Waiver of Rights of Action

All rights to commence and pursue any and all Causes of Action, whether arising before, on or after the Petition Date, including the Debtors' right to commence, prosecute, or settle such Causes of Action, shall be transferred to JD Holdings on the Effective Date, and JD Holdings thereafter shall commence, prosecute, terminate, or settle such Causes of Action in its sole discretion. If any Causes of Action cannot be transferred to JD Holdings under applicable law, such Causes of Action shall be retained by the Debtors notwithstanding the occurrence of the Effective Date, and Debtors shall commence, prosecute, terminate, or settle such Causes of Action solely at JD Holdings' direction, in JD Holdings' sole discretion, and at JD Holdings' expense.

ARTICLE IX.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases

JD Holdings shall have until the Effective Date to identify the Rejected Executory Contracts and Unexpired Leases. Any Assumed Agreements not identified as Rejected Executory Contracts and Unexpired Leases shall be assumed and assigned to JD Holdings as of the Effective Date.

Non-Debtor parties to the Assumed Agreements shall File, within twenty (20) days following the Effective Date, a proposed amount of the Cure Costs, and the assumption and assignment of such Assumed Agreement may be conditioned upon the disposition of all issues with respect to such Cure Costs.

B. Rejection of Executory Contracts and Unexpired Leases

All Rejected Executory Contracts and Unexpired Leases shall be deemed rejected on the Effective Date, except for those Executory Contracts and Unexpired Leases that have been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date.

Non-Debtor parties to Rejected Executory Contracts and Unexpired Leases shall have the right to assert a Claim on account of the rejection of such Rejected Executory Contracts and Unexpired Leases, including under section 502(g) of the Bankruptcy Code, which shall be Filed within twenty (20) days after the Effective Date.

ARTICLE X.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND DISPUTED EQUITY INTERESTS

A. Allowance of Claims and Equity Interests

After the Effective Date, JD Holdings shall have and retain all rights, claims and defenses that the Debtors had with respect to any Claim or Equity Interest immediately prior to the Effective Date. Except as expressly provided herein, no Claim or Equity Interest shall become Allowed unless and until such Claim or Equity Interest is deemed Allowed under Section I.A.5 hereof or the Bankruptcy Code.

B. Administration of Claims and Equity Interests

Except as otherwise provided in the Plans, after the Effective Date, JD Holdings shall have the sole and exclusive right and authority to (1) File, withdraw, or litigate to judgment, objections to Claims and Equity Interests, (2) settle or compromise any disputed Claim or Equity Interest without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity, and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

C. Interest

Unless otherwise (1) specifically provided for in the Plans or the Confirmation Order, (2) agreed to in writing by JD Holdings, or (3) allowed pursuant to Court order, post-petition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Additionally, and without limiting the foregoing, and except as otherwise set forth in the Plans or the Confirmation Order, if any Disputed Claim becomes an Allowed Claim, interest shall not accrue or be paid on such disputed portion of such Disputed Claim with respect to the period from the Effective Date to the date a final Plans Distribution is made on account of such Disputed Claim unless otherwise (1) specifically provided for in the Plans or the Confirmation Order, (2) agreed to in writing by JD Holdings, or (3) allowed pursuant to Court order.

D. Deadline to File Objections to Claims

Any objections to any Claims shall be Filed no later than the Claims Objection Bar Date.

E. New Claims and Amendments to Claims

A Claim may not be Filed or amended after the Confirmation Hearing commences without the prior authorization of the Bankruptcy Court or JD Holdings, and any such new or amended Claim Filed without such authorization shall be deemed Disallowed in full and expunged without any further notice to, or action, order, or approval of, the Bankruptcy Court or any other Entity.

ARTICLE XI.
MODIFICATION, AMENDMENT, REVOCATION OR WITHDRAWAL OF PLANS

A. Modification and Amendments

Except as otherwise specifically provided in the Plans, JD Holdings reserves the right to modify or amend the Plans prior to the Confirmation Date as to material terms and to seek Confirmation as modified or amended consistent with the Bankruptcy Code, provided, however, that such modifications or amendments shall not be inconsistent with the terms and conditions of the PSA and Settlement Agreement.

B. Effect of Confirmation on Modifications and Amendments

The entry of a Confirmation Order shall mean that all modifications or amendments to the Plans since the solicitation of approval for such Plans are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plans

JD Holdings reserves the right to revoke or withdraw the Plans prior to the Confirmation Date and to File subsequent chapter 11 plans, provided that such plans shall not be inconsistent with the terms and conditions of the PSA and Settlement Agreement.

ARTICLE XII.
RETENTION OF JURISDICTION

The Bankruptcy Court would retain any jurisdiction it has to the maximum extent possible to interpret the Plans, its Confirmation Order, the PSA, and the Settlement Agreement, and all matters relating thereto.

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ARTICLE XIII.
MISCELLANEOUS PROVISIONS

A. Additional Documents

JD Holdings shall File the Plans Supplement no later than seven (7) days before the Confirmation Hearing. The Plans Supplement shall include such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms of the Plans.

B. Reservation of Rights

Except as expressly set forth in the Plans, the Plans shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plans, any statement or provision in the Plans, or the taking of any action by the Debtors or JD Holdings with respect to the Plans or the Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of JD Holdings or the Debtors with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

If any objections to Confirmation are Filed, JD Holdings may choose to pursue Confirmation and proceed with the Confirmation Hearing as to some Debtors, but not others upon notice in writing to the Entity making such objection.

C. Successors and Assigns

Except as expressly set forth in the Plans, the rights, benefits, and obligations of any Entity named or referred to in the Plans shall be binding on, and shall inure to the benefit of, (i) any heir, devisee, donee, executor, administrator, guardian of any such individual, and (ii) any Affiliate of such Entity, and each of the foregoing Entities' respective shareholders, members, partners, directors, principals, managers, officers, trustees, beneficiaries, employees, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives, and (iii) the predecessors, successors and assigns or each of the foregoing Entities in clauses (i) and (ii).

D. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plans to be served on or delivered to:

JD Holdings, shall be served on:

JD Holdings, L.L.C.
1114 Avenue of the Americas, 39th
Floor
New York, New York 10036
Attn: General Counsel
Tel: (212) 730-7211
bcameron@atriumllc.com

With a copy to:

Jonathan Margolies (MO 30770)
McDowell, Rice, Smith & Buchanan
Skelly Building, Suite 350 (KS Fed
70693)
605 West 47th Street
Kansas City, Missouri 64112
Tel: (816) 753-5400
Fax: (816) 753-9996
jmargolies@mcdowellrice.com

Scott A. Edelman
Jed M. Schwartz
MILBANK, TWEED, HADLEY &
McCLOY LLP
28 Liberty Street
New York, NY 10005-1413
Tel: (212) 530-5000
Fax: (212) 530-5219
sedelman@milbank.com
jschwartz@milbank.com

Mark Shinderman
MILBANK, TWEED, HADLEY &
McCLOY LLP
2029 Century Park East
33rd Floor
Los Angeles, CA 90067-3019
Tel: (424) 386-4000
Fax: (213) 629-5063
mshinderman@milbank.com

The Debtors shall be served on:

Nicholas Zluticky
STINSON LEONARD STREET LLP
1201 Walnut Street
Suite 2900
Kansas City, Missouri 64106
Tel: (816) 691-3278
Fax: (816) 691-3495
nicholas.zluticky@stinson.com

After the Effective Date, JD Holdings shall have the right to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have Filed a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

E. Entire Agreement

Except as otherwise indicated, the Plans supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on subjects and matters addressed in the Plans, all of which have become merged and integrated into the Plans.

F. Non-severability of Plans Provisions

If, prior to Confirmation, any term or provision of the Plans is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose and intent of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plans shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plans, as it may have been altered or interpreted in accordance with the foregoing, is (1) valid and enforceable pursuant to its terms, (2) integral to the Plans and may not be deleted or modified without the consent of JD Holdings, and (3) non-severable and mutually dependent.

G. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, JD Holdings shall be deemed to have solicited acceptance of the Plans in good faith and in compliance with the Bankruptcy Code.

H. Waiver or Estoppel

Each Holder of a Claim or Equity Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Equity Interest should be Allowed in a certain amount, in a certain priority, Secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel, if such agreement was not disclosed in the Plans, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

I. Conflicts

Except as set forth in the Plans, to the extent that any provision of the Disclosure Statement, the Plans Supplement, or any other order (other than the Confirmation Order) referenced in the Plans (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflicts with or is in any way inconsistent with any provision of the

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Plans, unless otherwise ordered by the Bankruptcy Court, the portion of the Plans shall govern and control.

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Date: March 30, 2018

JD HOLDINGS, L.L.C.

By: _____
Name: Ronald C. Brown
Title: President

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SCHEDULE 1
List of Debtors

1. ACLOST, LLC
2. Bricktown Residence Catering Co. Inc.
3. Chateau Catering Co. Inc.
4. Chateau Lake, LLC
5. City Centre Hotel Corporation
6. Civic Center Redevelopment Corp
7. Concord Golf Catering Co. Inc.
8. Concord Hotel Catering Co. Inc.
9. East Peoria Catering Co. Inc.
10. Fort Smith Catering Co. Inc.
11. Franklin/Crescent Catering Co. Inc.
12. Glendale Coyotes Catering Co. Inc.
13. Glendale Coyotes Hotel Catering Co. Inc.
14. Hammons of Arkansas, LLC
15. Hammons of Colorado LLC
16. Hammons of Franklin, LLC
17. Hammons of Frisco, LLC
18. Hammons of Huntsville, LLC
19. Hammons of Lincoln, LLC
20. Hammons of New Mexico, LLC
21. Hammons of Oklahoma City, LLC

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22. Hammons of Richardson, LLC

23. Hammons of Rogers, Inc.

24. Hammons of Sioux Falls, LLC

25. Hammons of South Carolina, LLC

26. Hammons of Tulsa, LLC

27. Hammons, Inc.

28. Hampton Catering Co. Inc.

29. Hot Springs Catering Co. Inc.

30. Huntsville Catering, LLC

31. International Catering Co. Inc.

32. John Q. Hammons 2015 Loan Holdings, LLC

33. John Q. Hammons Center, LLC

34. John Q. Hammons Fall 2006, LLC

35. John Q. Hammons Hotels Development, LLC

36. John Q. Hammons Hotels Management I Corporation

37. John Q. Hammons Hotels Management II, L.P.

38. John Q. Hammons Hotels Management, LLC

39. Joplin Residence Catering Co. Inc.

40. JQH - Allen Development, LLC

41. JQH - Concord Development LLC

42. JQH - East Peoria Development, LLC

43. JQH - Ft. Smith Development, LLC

44. JQH - Glendale, AZ Development, LLC

45. JQH - Kansas City Development, LLC

46. JQH - La Vista Conference Center Development, LLC

47. JQH - La Vista CY Development, LLC

48. JQH - La Vista III Development, LLC

49. JQH - Lake of the Ozarks Development LLC

50. JQH - Murfreesboro Development, LLC

51. JQH - Normal Development, LLC

52. JQH - Norman Development, LLC

53. JQH - Oklahoma City Bricktown Development, LLC

54. JQH - Olathe Development, LLC

55. JQH - Pleasant Grove Development LLC

56. JQH - Rogers Convention Center Development, LLC

57. JQH - San Marcos Development, LLC

58. Junction City Catering Co., Inc.

59. KC Residence Catering Co., Inc.

60. La Vista CY Catering Co., Inc.

61. La Vista ES Catering Co., Inc.

62. Lincoln P Street Catering Co., Inc

63. Loveland Catering Co., Inc.

64. Manzano Catering Co., Inc.

65. Murfreesboro Catering Co., Inc.

66. Normal Catering Co., Inc.

67. OKC Courtyard Catering Co., Inc.

68. R-2 Operating Co., Inc.

69. Richardson Renaissance Catering Co., Inc.

70. Rogers ES Catering Co., Inc.

71. SGF-Courtyard Catering Co., Inc.

72. Sioux Falls Convention/Arena Catering Co., Inc.

73. St. Charles Catering Co., Inc.

74. The Revocable Trust of John Q. Hammons dated December

75. Tulsa/169 Catering Co., Inc.

76. U.P. Catering Co., Inc.

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SCHEDULE 2
List of JQH Non-Debtor Entities

1. Allen CY Catering Co., Inc.
2. Arkansas Pinnacle Catering Co., Inc.
3. Baker Smith Jones Inc.
4. Blue Hill Company
5. Burger Station, LLC (successor in interest to Burger Station, Inc.)
6. Des Plaines Development Holdings, LLC (successor in interest to Des Plaines Development Corporation)
7. Des Plaines Development Limited Partnership
8. Eisemann Renaissance Club Company
9. Frisco Catering Co., Inc.
10. Harrah's Joliet Landco LLC
11. Highland Springs, LLC (successor in interest to Highland Springs Corporation)
12. Highland Springs Country Club, Inc.
13. Highland Springs Realty, Inc.
14. John Q. Hammons Accounting Services, LLC
15. John Q. Hammons Film Entertainment, LLC (successor in interest to John Q. Hammons Film Entertainment, Inc.)
16. John Q. Hammons Industries, Inc.
17. JQH - Springfield Courthouse, LLC
18. JQH Industries, LLC (successor in interest to JQH Industries, Inc.)
19. JQH Springfield Tower, LLC
20. Plaza Associates Partnership

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21. Plaza Realty and Management Services, Inc.

22. REW/JQH Holdings, Inc. (merged into W&H Realty, LLC)

23. Richardson Renaissance Catering Co., Inc.

24. San Marcos ES Catering Co., Inc.

25. SGF/Residence Catering Co., Inc.

26. The Tower Club of Springfield, Inc.

27. Tiffany Greens, LLC (successor in interest to Tiffany Greens, Inc.)

28. T-K Enterprises, Inc.

29. University Plaza Redevelopment Corporation

30. W&H Realty, LLC (successor in interest to W&H Realty Inc.)

31. Winegardner & Hammons Inc. (merged into W&H Realty, LLC)

32. Any other Entity in which JQH Trust or any Debtors holds any Equity Interests in such Entity, but which Entity is not a Debtor

EXHIBIT E

The relief described hereinbelow is SO ORDERED.

SIGNED this 11th day of May, 2018.

Robert D. Berger
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS

In re:	)	
	)	**Case No. 16-21142**
JOHN Q. HAMMONS FALL 2006, LLC, et al.,	)	**(Lead Case)**
	)	
Debtors.	)	**Chapter 11**

CORRECTED ORDER CONFIRMING MODIFIED AMENDED JOINT AND CONSOLIDATED CHAPTER 11 PLANS OF REORGANIZATION FOR ALL DEBTORS FILED BY CREDITOR JD HOLDINGS, L.L.C.

JD Holdings, L.L.C. ("JD Holdings")[1] having proposed and Filed:

a. the *Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.*, dated March 30, 2018 [Docket No. 1946] (as amended, supplemented, or modified from time to time, the "Plans");

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plans or the Disclosure Statement Order (each, as defined below), as applicable.

b. the *Modified Amended Disclosure Statement with Respect to Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.*, dated March 30, 2018 (the "Disclosure Statement"); and

c. the *Notice of Filing of Plans Supplement in Connection with the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.*, dated April 20, 2018 [Docket No. 2050], as amended by the *Notice of Filing of Amendments to Plans Supplement in Connection with the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.*, dated April 26, 2018 [Docket No. 2091] (collectively, and as further amended, supplemented, and/or modified from time to time, the "Plans Supplement");

this Court having:

d. entered the *Order Approving Amended Disclosure Statement Filed by Creditor JD Holdings, L.L.C. and Setting Confirmation Hearing*, dated March 28, 2018 [Docket No. 1940] (the "Disclosure Statement Order");

JD Holdings having:

e. provided proper notice of the hearing before this Court to consider the confirmation of the Plans (the "Confirmation Hearing") to Holders of Claims against, or Equity Interests in, the Debtors, as indicated by the *Certificate of Service* of the Plans, Disclosure Statement, and Notice of Confirmation Hearing, Hearing Regarding Assumption and Assignment of Executory Contracts and Unexpired Leases, Deadline to Amend Claims, Deadline to File Plans Supplement, and Deadline to Object to Confirmation, dated April 2, 2018 [Docket No. 1958];

this Court:

f. having found that the notice provided regarding the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate under the circumstances and no further notice is required;

g. being fully familiar with the Plans and other relevant factors affecting the Chapter 11 Cases;

h. being fully familiar with, and having taken judicial notice of, the entire record of the Chapter 11 Cases;

i. having held the Confirmation Hearing, which hearing included further arguments and evidence regarding confirmation of and other relief sought in the Plans;

j. having considered the entire record of the Confirmation Hearing, including, but not limited to:

i. the Plans (including the Plans Supplement), the Disclosure Statement, and the Disclosure Statement Order;

ii. the objections, reservation of rights, and other responses Filed with respect to the Plans (collectively, the "Objections"), including the following:

1. *The City of Glendale, Arizona's Reservation of Rights of Its Objections to the Confirmation of JD Holdings LLC's Plans* [Docket No. 2002];

2. *The City of Huntsville's Objection to Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2004];

3. *HLT Existing Franchise Holding LLC's Limited Objection to Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2006];

4. *Oracle's Rights Reservation Regarding Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C. ("Rights Reservation")* [Docket No. 2009];

5. *Objection of UBS Securities LLC to the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2010];

6. *Objection of Missouri State University and the Missouri State University Foundation to Confirmation of the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JK Holdings, L.L.C.* [Docket No. 2014];

7. *Objection of AJJ Hotel Holdings, Inc. to Modified Amended Joint and Consolidated Plans of Reorganizations for All Debtors (ECF No. 1946)* [Docket No. 2015];

8. *Holiday Hospitality Franchising, LLC's Limited Objection to Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2020]

9. *CMBS Lenders' Objection to Confirmation of Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All*

Debtors Filed by JD Creditor Holdings, L.L.C. [Docket No. 2022][2];

10. *City of Springfield's Reservation of Rights of its Objections with Regard to Confirmation of JD Holdings LLC's Plan* [Docket No. 2023];

11. *Objection to Notice of Confirmation Hearing, Hearing Regarding Assumption and Assignment of Executory Contracts and Unexpired Leases, Deadline to Amend Claims, Deadline to File Plans Supplement, and Deadline to Object to Confirmation* Filed by Ruby E. Lockhart [Docket No. 2034];

12. *City of East Peoria, Illinois, Limited Objection to Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2057];

13. *Exhibit List Filed by Creditor City of Huntsville, Alabama* [Docket No. 2070];

14. *City of Springfield's Supplemental Objection to JD Holdings, L.L.C.'s Amended Plan* [Docket No. 2071]

15. *Supplement to CMBS Lenders' Objection to Plan Confirmation* [Docket No. 2072];

16. *Response of AJJ Hotel Holdings, LLC (n/k/a JWJ Hotel Holdings, Inc.) to Memorandum of JD Holdings, L.L.C. and Omnibus Response* [Docket No. 2073]

17. *Objection of Michael Kammerer Co-Manager of the REW Interests in Blue Hills Co., LLC to the Modified Amended Joint and Consolidated Plans of Reorganizations for All Debtors (ECF Nos. 1900, 1946 and 2050)* [Docket No. 2076]; and

18. *Supplement to CMBS Lenders' Objection to Plan Confirmation* [Docket No. 2079];

iii. the statements Filed in support of the Plans:

1. *Notice of Support for the Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by*

[2] Docket No. 2022 incorporates by reference the *CMBS Lenders' Objection to Substantive Consolidation* filed on February 22, 2018 [Docket No. 1833].

Creditor JD Holdings, L.L.C. Filed by Hawthorn Bank [Docket No. 2021];

2. *Morton Community Bank's Notice of Support of Confirmation of the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2026];

3. *Bank of Blue Valley's Notice of Support for Confirmation of Modified Amended Joint and Consolidated Chapter 11 Plan Filed by JD Holdings, Inc.* [Docket No. 2042];

4. *Notice of Support for Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* Filed by Simmons Bank [Docket No. 2048];

5. *Notice of Support for Confirmation of Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* Filed by Great Southern Bank [Docket No. 2069]; and

6. comments of various parties in Court supporting the Plans and/or withdrawing their Objections;

iv. the replies and declarations Filed in response to the objections, reservation of rights, and other responses Filed with respect to the Plans (collectively, the "Replies"), including the following:

1. *JD Holdings' (I) Memorandum of Law in Support of Confirmation of Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C. and (II) Omnibus Response to Objections to Confirmation of Plans* [Docket No. 2063]; and

2. JD Holdings' *Reply to Objection of UBS Securities LLC to the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for All Debtors Filed by Creditor JD Holdings, L.L.C.* [Docket No. 2065];

v. the Declaration of Ronald C. Brown in Support of Plan Confirmation [Docket No. 2034]; and

vi. arguments of counsel;

k. having overruled any and all Objections to the Plans and to Confirmation not consensually resolved or withdrawn, unless otherwise indicated herein;

l. having found the legal and factual bases set forth in the documents Filed in support of confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; and

after due deliberation and good and sufficient cause appearing therefor, and based on the decision set forth on the record, it is hereby **FOUND, ORDERED, and ADJUDGED that:**

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases and confirmation of the Plans pursuant to 28 U.S.C. § 1334. Confirmation of the Plans is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O), and this Court has jurisdiction to enter an order confirming the Plans. Each of the Debtors is an eligible debtor under section 109 of the Bankruptcy Code. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Commencement and Joint Administration of Chapter 11 Cases. On June 26, 2016 and July 5, 2016 (collectively, the "Commencement Dates"), the Debtors commenced the Chapter 11 Cases by Filing their bankruptcy petitions. By order of this Court [Docket No. 40], the Chapter 11 Cases are being jointly administered for procedural purposes. The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. Judicial Notice. This Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, but not limited to, all pleadings and other documents Filed, all orders entered, and all evidence and arguments made, proffered, adduced, and/or presented at the various hearings held before this Court during the pendency of the Chapter 11 Cases.

D. Plans Supplement. The Filing and notice of the Plans Supplement, as subsequently amended, supplemented, and/or modified by Filings with this Court (including by the Filing of the Loan Commitment, as defined in the Plans Supplement), were proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the District of Kansas (the "Local Rules"), and the Disclosure Statement Order, and no other or further notice is or shall be required.

E. Burden of Proof. JD Holdings has met its burden of proving the elements of section 1129 of the Bankruptcy Code.

F. Bankruptcy Rule 3016. The Plans are dated March 30, 2018 and identify JD Holdings as Plan proponent, thereby satisfying Bankruptcy Rule 3016(a). The Filing of the Disclosure Statement satisfies Bankruptcy Rule 3016(b).

COMPLIANCE WITH SECTION 1129 OF BANKRUPTCY CODE

G. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As further detailed below, the Plans comply with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

1. *Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)).* Article II of the Plans designates four (4) Classes of Claims or Equity Interests. Each of the Claims or Equity Interests in each Class is substantially similar to each of the other Claims or Equity Interests in each such Class. Valid business, legal, and factual reasons exist for separately classifying the various Classes of Claims and Equity Interests under the Plans, thereby satisfying sections 1122 and 1123(a)(1) of the Bankruptcy Code.

2. *Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).* The Plans specify that Classes 1, 2, 3, and 4 are Unimpaired under the Plans, within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

3. *Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).* The Plans specify that Classes 1, 2, 3, and 4 are Unimpaired under the Plans, within the meaning of section 1124 of the Bankruptcy Code. Accordingly, section 1123(a)(3) of the Bankruptcy Code is not applicable.

4. *No Discrimination (11 U.S.C. § 1123(a)(4)).* The Plans provide for the same treatment for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to less favorable treatment on account of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

5. *Implementation of Plan (11 U.S.C. § 1123(a)(5)).* Article VII and other provisions of the Plans, the various documents included in the Plans Supplement, and the terms of this Order provide adequate and proper means for the implementation of the Plans, including, but not limited to, the following:

(a) *Asset Sale*. The Plans contemplate a Sale of all Assets (including Equity Interests) free and clear of all Liens and Claims (except as set forth in these Plans) pursuant to sections 105, 363, 365 and 1129 of the Bankruptcy Code (among others) to JD Holdings or its Affiliates pursuant to the revised APA, which is attached as Exhibit A to the Plans Supplement. In consideration, on or shortly after the Effective Date, JD Holdings shall pay all Allowed Claims in full, except for any Assumed Loans (which shall be paid in accordance of the existing agreements or pursuant to new agreements, as applicable), and contribute Cash and certain Non-Hotel Assets to a new Charitable Trust as set forth in Article V of the Plans.

(b) *Subordination of JD Holdings' ROFR Claim*. As part of the Plans, JD Holdings will subordinate its Claim arising from the ROFR to the payment of all Allowed Claims. JD Holdings has an Allowed Claim of $495,938,161.00 for its Claims against each Debtor jointly and severally arising from the ROFR, subject to the terms and conditions set forth in the Plans, the PSA, and the Settlement Agreement.

(c) *Assumption and Assignment*. JD Holdings shall have until the Effective Date to identify the Rejected Executory Contracts and

Unexpired Leases. Any Executory Contracts and Unexpired Leases not identified as Rejected Executory Contracts and Unexpired Leases shall constitute Assumed Agreements, and be assumed by the applicable Debtor and assigned to JD Holdings or its Affiliates as of the Effective Date, unless set forth otherwise in the Plans or this Order. The Assumed Agreements to be assumed by the applicable Debtor and assigned to JD Holdings or its Affiliates shall be deemed assigned to JD Holdings or its Affiliates pursuant to section 365(f) of the Bankruptcy Code as of the Effective Date of the Plans, *provided however*, that in some instances, the assignment of the Assumed Agreement will be delayed, with the actual assignment occurring sometime after the Effective Date, and this Order approves such delayed assignment. In such instance, the date of assignment for such delayed Assumed Agreements shall be the actual date of the assignment. The non-Debtor counterparty to the Assumed Agreements shall be entitled to the Cure Costs of any default under such Assumed Agreement to be paid by JD Holdings to the extent that such Cure Costs are Allowed Claims. The applicable assignee to each of the Assumed Agreements has provided adequate assurance of future performance.

(d) *Funding for Plans Transactions*. Funds to consummate the Sale and other Plans Transactions shall come from JD Holdings and its Affiliates and financing from third parties, including from the Sale Lender pursuant to the Sale Financing Facility.

The Plans, therefore, satisfy section 1123(a)(5) of the Bankruptcy Code.

6. *Charter Provisions (11 U.S.C. § 1123(a)(6)).* Pursuant to the Plans, JD Holdings or its Affiliates will purchase the Debtors' Assets (including Equity Interests). Accordingly, the requirements of section 1123(a)(6) of the Bankruptcy Code are not applicable.

7. *Designation of Directors and Officers (11 U.S.C. § 1123(a)(7))*. Pursuant to the Plans, all Allowed Claims will be paid in full, and JD Holdings or its Affiliates will purchase the Debtors' Assets (including Equity Interests). Accordingly, the requirements of section 1123(a)(7) of the Bankruptcy Code are not applicable, but, to the extent it is applicable, JD Holdings has disclosed the management of the purchaser.

8. *Additional Plan Provisions (11 U.S.C. § 1123(b)).* As set forth below, the discretionary provisions of the Plans comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code.

(a) *Impairment/Unimpairment of Classes (11 U.S.C. § 1123(b)(1)).* In accordance with section 1123(b)(1) of the Bankruptcy Code, Article IV.B. of the Plans provides that Classes 1, 2, 3, and 4 are Unimpaired.

(b) *Assumption and Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)).* In accordance with section 1123(b)(2) of the Bankruptcy Code, Article IX of the Plans provides for the assumption of each Executory Contract and Unexpired Lease, unless any such Executory Contract or Unexpired Lease is identified as a Rejected Executory Contract or Lease by JD holdings on or before the Effective Date.

(c) *Retention of Claims (11 U.S.C. § 1123(b)(3)).* In accordance with section 1123(b)(3) of the Bankruptcy Code, Article VIII.H. of the Plans provides that all rights to commence and pursue any and all Causes of Action, whether arising before, on, or after the Petition Date, including the Debtors' right to commence, prosecute, or settle such Causes of Action, shall be transferred to JD Holdings on the Effective Date, and JD Holdings thereafter shall commence, prosecute, terminate, or settle such Causes of Action in its sole discretion. If any Causes of Action cannot be transferred to JD Holdings under applicable law, such Causes of Action shall be retained by the Debtors notwithstanding the occurrence of the Effective Date, and Debtors shall commence, prosecute, terminate, or settle such Causes of Action solely at JD Holdings' direction, in JD Holdings' sole discretion, and at JD Holdings' expense.

(d) *Sale of All or Substantially All Assets (11 U.S.C. § 1123(b)(4)).* Article VII of the Plans calls for the sale of all Assets (including Equity Interests) pursuant to sections 105, 363, 365 and 1129 of the Bankruptcy Code (among others) to JD Holdings pursuant to the APA.

(e) *Additional Plan Provisions (11 U.S.C. § 1123(b)(6)).* The Plans' other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, but not limited to, provisions for (i) Allowance of certain Claims and Equity Interests, (ii) consummation of the documents that comprise the Sale

Financing Facility (all such documents the "Sale Financing Facility Documents"), (iii) releases by the Debtors of certain parties, (iv) releases by JD Holdings, (v) releases by certain third parties, (vi) exculpations of certain parties, and (vii) retention of this Court's jurisdiction.

9. *Cure of Defaults (11 U.S.C. 1123(d))*. Article III of the Plans provides for payment in full of all Allowed Claims, including Cure Costs for each of the Assumed Agreements. Any disputed Cure Costs shall be determined in accordance with the procedures set forth in Article IX of the Plans, this Order, and applicable bankruptcy and non-bankruptcy law. As such, the Plans provide that JD Holdings shall cure, or provide adequate assurance that JD Holdings shall promptly cure, all defaults under such Assumed Agreements in compliance with section 365(b)(1) of the Bankruptcy Code, thereby satisfying section 1123(d) of the Bankruptcy Code.

H. JD Holdings' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As further detailed below, JD Holdings has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically:

1. JD Holdings has complied with all applicable provisions of the Bankruptcy Code, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Court.

2. Following the entry of the Disclosure Statement Order, the Claims and Solicitation Agent served copies of the Disclosure Statement, Plans, and the "Notice of Confirmation Hearing, Hearing Regarding Assumption and Assignment of Executory Contracts and Unexpired Leases, Deadline to Amend Claims, Deadline to File Plans Supplement, and Deadline to Object to Confirmation" on the appropriate parties, as indicated by the Claims and Solicitation Agent's *Certificate of Service* [Docket No. 1958]. Under section 1126 of the Bankruptcy Code, only holders of allowed claims and allowed equity interests in impaired

classes of claims or equity interests that will retain property under a plan on account of such claims or equity interests may vote to accept or reject such plan, but under the Plans, all Classes are Unimpaired and thus are not entitled to vote. Accordingly, JD Holdings has complied with the applicable provisions of the Bankruptcy Code.

I. Plans Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plans reflect extensive, good faith, arm's length negotiations among JD Holdings, the Debtors, and other parties in interest. The Plans and the process leading to their formulation provide independent evidence of the JD Holdings' good faith, and the Plans both serve the public interest and assure fair treatment of the Holders of Claims and Equity Interests. The Plans were proposed with honesty and good intentions, and will treat all of the Debtors' stakeholders fairly. The Plans not only achieve a reorganization/sale of the Debtors, but they also comport with one of the primary objectives underlying a chapter 11 bankruptcy—the equitable distribution of value to creditors. The Plans accomplish these goals through the implementation of various Plans Transactions, all of which provide the means through which the distributions may be made to stakeholders. The Plans (including the Plans Supplement and all other documents necessary to implement the Plans) reflect the culmination of the combined efforts of JD Holdings, the Debtors, the Debtors' key constituencies, and their respective professionals. The Plans maximize the value of the Debtor's Assets (against the backdrop of expensive and time-consuming litigation) and properly distribute such value to the Debtors' stakeholders based upon their respective priorities, allowing the Debtors' stakeholders to be paid their Allowed Claims in full. Accordingly, the Plans are fair, reasonable, and consistent with sections 1122, 1123, and 1129 of the Bankruptcy Code. Based on the foregoing, the facts and record of the Chapter 11 Cases, the Plans have been

proposed in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code.

J. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). Article III.B.1. of the Plans provides that all final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date for determination by the Bankruptcy Court, after notice and hearing in accordance with the procedures established by the Bankruptcy Code and prior order of this Court. Because this Court will determine the Allowed amounts of such Accrued Professional Compensation Claims, the Plans fully comply with the requirements of section 1129(a)(4) of the Bankruptcy Code.

K. Service of Certain Individuals (11 U.S.C. § 1129(a)(5)). Section 1129(a)(5) of the Bankruptcy Code requires that (a) the plan proponent disclose the identity and affiliations of the proposed officers and directors of the reorganized debtors, (b) the appointment or continuance of such officers and directors be consistent with the interests of creditors and equity security holders and with public policy, and (c) the disclosure of the identity and compensation of any insiders to be retained or employed by the reorganized debtors. Pursuant to the Plans, JD Holdings will purchase the Debtors Assets (including Equity Interests). Accordingly, the requirements of section 1129(a)(5) of the Bankruptcy Code are not applicable.

L. Rate Changes (11 U.S.C. § 1129(a)(6)). The Plans do not provide for any rate changes over which a governmental regulatory commission has jurisdiction, thereby satisfying Section 1129(a)(6) of the Bankruptcy Code.

M. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). Each Holder of a Claim or Equity Interest is Unimpaired and deemed to have accepted the Plans, thereby satisfying section 1129(a)(7) of the Bankruptcy Code.

N. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Under the Plans, all classes are Unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have voted to accept the Plans, thereby satisfying the requirements of section 1129(a)(8) of the Bankruptcy Code.

O. Treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims, Priority Tax Claims, and Other Priority Claims pursuant to Article III of the Plans satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

P. Acceptance by Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). Under the Plans, all Classes are Unimpaired, so section 1129(a)(10) of the Bankruptcy Code is not applicable.

Q. Feasibility (11 U.S.C. § 1129(a)(11)). The Plans are feasible, including as a result of the consummation of the Sale and proceeds made available pursuant to the Sale Financing Facility Documents as expressly contemplated by the Plans, and the confirmation of the Plans is not likely to be followed by a liquidation or the need for further financial reorganization of the Debtors. All Allowed Claims shall be paid in full in accordance with the terms of the Plans. Moreover, financial projections indicate that sufficient funding and assets exist to pay disputed Claims that are later determined to be Allowed Claims. In addition, JD Holdings has demonstrated its ability to provide adequate assurance of future performance regarding the Assumed Agreements, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

R. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article III.D. of the Plans provides that (i) on the Effective Date or as soon thereafter as reasonably practicable, JD Holdings will

pay all U.S. Trustee Fees that are due and owing on the Effective Date and (ii) following the Effective Date, JD Holdings will pay the U.S. Trustee Fees for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

S. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Article VII.F. of the Plans provides that, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid to the extent required by applicable law, thereby satisfying the requirements of section 1129(a)(13) of the Bankruptcy Code.

T. Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation and, accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Plans.

U. Plan of an Individual Debtor (11 U.S.C. § 1129(a)(15)). None of the Debtors is an individual and, accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Plans.

V. Transfers in Accordance with Non-Bankruptcy Law (11 U.S.C. § 1129(a)(16)). Section 1129(a)(16) of the Bankruptcy Code requires that "[a]ll transfers of property under the plan shall be made in accordance with any applicable provisions of non-bankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust." 11 U.S.C. § 1129(a)(16). This Court has ruled that the JQH Trust is a business trust. Accordingly, the Plans satisfy the requirements of section 1129(a)(16) of the Bankruptcy Code.

W. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Because the Plans satisfy all of the requirements of section 1129(a) of the Bankruptcy Code, a determination regarding whether the Plans are confirmable pursuant to section 1129(b) is not necessary.

X. Only One Plan per Debtor (11 U.S.C. § 1129(c)). Notwithstanding the other chapter 11 plans proposed in the Chapter 11 Cases, the Plans are the only plans confirmed by this Court in the Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code does not apply to the Plans.

Y. Principal Purpose of Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plans is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

Z. Not Small Business Cases (11 U.S.C. § 1129(e)). The Chapter 11 Cases are not small business cases and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

AA. Satisfaction of Confirmation Requirements. Based upon the foregoing, all other pleadings, documents, and exhibits Filed in connection with confirmation of the Plans, and all arguments made, proffered, or adduced at the Confirmation Hearing, the Plans satisfy the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ADDITIONAL FINDINGS REGARDING CHAPTER 11 CASES AND PLAN

BB. Amendment to the Plans. Article V of the Plans is hereby amended as follows: "Greggory Groves and/or Jacqueline Dowdy shall designate the charitable organizations to which each of the ~~Non-Hotel Assets~~ assets in the Charitable Trust are distributed."

CC. Lack of Substantive Consolidation. This Court finds that the Debtors have not been substantively consolidated and that the Plans do not substantively consolidate the Debtors.

DD. Implementation. All Plans Documents necessary to implement the Plans, including, but not limited to, those in the Plans Supplement, are essential elements of the Plans and have been negotiated in good faith and at arm's length, and the entry into and consummation of the transactions contemplated by each such Plans Document is in the best interests of the Debtors and the Holders of Claims or Equity Interests and shall, upon completion of documentation and execution, be legal, valid, binding, and enforceable Plans Documents, and shall not be in conflict with any federal, state, or local law. JD Holdings and the Debtors have exercised reasonable business judgment in determining which Plans Documents to enter into and have provided sufficient and adequate notice of such Plans Documents. JD Holdings and the Debtors are authorized, without any further notice to, or action, order, or approval of, this Court, to finalize, execute, and deliver, and to perform its obligations under, all Plans Documents relating to the Sale and other Plans Transactions and the implementation of the Plans, including, without limitation, the Sale Financing Facility Documents.

EE. Transfers by the Debtors. All transfers of property of the Debtors shall be free and clear of all Liens, Claims, charges, interests, and other encumbrances, in accordance with applicable law, except as expressly provided in the Plans or this Order.

FF. Exemption from Taxation. The making and delivery of an instrument of transfer under the Plans is exempt from taxation under any law imposing a recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in accordance with section 1146(a) of the Bankruptcy Code.

GG. Sale. The Sale is an essential element of the Plans, and the entry into and consummation of the transactions contemplated by the Plans Documents that comprise the Sale, including the Sale Financing Facility Documents, is in the best interest of the Debtors and the Holders of Claims and Equity Interests. JD Holdings has provided fair value for the Sale contemplated in the Plans.

HH. Consumer Privacy Ombudsman's Report. Having reviewed the *Report of Consumer Privacy Ombudsman* (the "Consumer Privacy Ombudsman's Report") [Docket No. 2056] and given due consideration to the facts, circumstances, and conditions of the Sale, this Court finds that JD Holdings is a Qualified Buyer, as defined in the Consumer Privacy Ombudsman's Report, and the Sale is approved subject to the recommendations in the Consumer Privacy Ombudsman's Report.

II. Injunction, Exculpation, and Releases.

1. This Court has jurisdiction under sections 157 and 1334(a) and (b) of title 28 of the United States Code to approve releases, exculpations, and injunctions. Section 105(a) of the Bankruptcy Code permits this Court to issue injunctions and approve of the releases and exculpations set forth in Article VIII of the Plans. For the avoidance of doubt, the releases and exculpations set forth in the Plan are applicable to the Debtors' independent

directors or managers and their respective advisors. Moreover, the Plans provide for payment in full of the Allowed Claims in these Chapter 11 Cases and as a result, nothing in the Tenth Circuit prohibits approval of third-party releases.

2. Notwithstanding anything in the Plans or this Order to the contrary, UBS Securities, LLC ("UBS") is hereby included as a Debtor Released Party solely for purposes of the release provisions provided for in Paragraph G of Article VIII of the Plans, except that nothing in this provision shall (i) release UBS from any claims or defenses the Debtors may have against UBS, (ii) release UBS from any claims or defenses JD Holdings may have against UBS arising out of or related to UBS' employment by the Debtors in these cases, or (iii) preclude JD Holdings from contesting any claims asserted by UBS against the estates.

3. Based on the record before this Court, the releases by the Debtors, the releases by JD Holdings, the releases by third parties (as clarified at the Confirmation Hearing to exclude AJJ Hotel Holdings, Inc. n/k/a JWJ Hotel Holdings, Inc.), the exculpation provisions, and the injunction provisions set forth in the Plans (a) confer substantial benefit to the Debtors, (b) are fair, equitable, and reasonable, (c) are in the best interests of the Debtors, the Holders of Claims or Equity Interests, and parties in interest, (d) are supported by valuable consideration, and (e) do not relieve any Person of liability arising out of an act or omission constituting willful misconduct or fraud.

4. Therefore, this Court finds that the releases by the Debtors, the releases by JD Holdings, the releases by third parties, the exculpation provisions, and the injunction provisions set forth in the Plans (a) were proposed in good faith, are essential to the Plans, are appropriately tailored, and are intended to promote finality and prevent parties from attempting

to circumvent the Plans' terms and (b) are consistent with the Bankruptcy Code and applicable law and, therefore, are legal, valid, binding and enforceable.

JJ. Retention of Jurisdiction. This Court may properly retain jurisdiction over any matter arising under the Bankruptcy Code, or arising in, or related to, the Chapter 11 Cases or the Plans, after the Confirmation and after the Effective Date, and any other matter or proceeding that is within this Court's jurisdiction pursuant to 28 U.S.C. § 1334 or 28 U.S.C. § 157.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Findings of Fact and Conclusions of Law. The findings of fact and conclusions of law set forth herein or incorporated herein by reference, and the record of the Confirmation Hearing, constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent that any of the prior findings of fact constitute conclusions of law, they are adopted as conclusions of law. To the extent that any of the following conclusions of law constitute findings of fact, they are adopted as findings of fact.

2. Confirmation. All requirements for the confirmation of the Plans have been satisfied. Accordingly, the Plans, in their entirety, are CONFIRMED pursuant to section 1129 of the Bankruptcy Code. Each of the terms and conditions of the Plans and the exhibits and schedules thereto, including, but not limited to, the Plans Supplement, and any amendments, modifications, and supplements thereto, and any amendments set forth in this Order, are an integral part of the Plans and are incorporated by reference into this Order. The failure to specifically describe or include any particular provision of the Plans in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plans be approved and confirmed in their entirety. The Plans comply with all applicable

provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Upon execution, the documents comprising the Plans and all other documents contemplated by the Plans, including, without limitation, the Plans Documents and the Sale Financing Facility Documents, shall constitute the legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and conditions and the terms and conditions of the Plans and this Order.

3. Objections. All parties have had a fair opportunity to litigate all issues raised by the Objections, or which might have been raised, and the Objections have been fully and fairly litigated. All Objections, responses, statements, reservation of rights, and comments in opposition to the Plans, other than those withdrawn with prejudice in their entirety, waived, settled, or resolved prior to the Confirmation Hearing, or otherwise resolved on the record of the Confirmation Hearing and/or in this Order, are hereby overruled for the reasons stated on the record.

4. Notice. Notice of the Confirmation Hearing, the Plans, and all Plans Documents was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

5. Plan Classification. The categories listed in Article II of the Plans classify all Claims against, and Equity Interests in, each of the Debtors, if any, for all purposes, including, but not limited to, Confirmation of the Plans and distributions pursuant to the Plans and sections 1122 and 1123(a)(l) of the Bankruptcy Code. This Court hereby holds that: (a) the classifications of Claims and Equity Interests under the Plans (i) are fair, reasonable, and appropriate and (ii) were not done for any improper purpose; (b) valid business, legal, and

factual reasons exist for separately classifying the various Classes of Claims and Equity Interests under the Plans; and (c) the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Equity Interests.

6. Compromise of Controversies. Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plans, the provisions of the Plans shall constitute a good faith compromise of all Claims, Equity Interests, Causes of Action, and controversies and disputes resolved pursuant to the Plans and relating to any contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any distributions to be made on account of such Allowed Claim or Equity Interest. The entry of this Order shall constitute this Court's approval of the compromise or settlement of all such Claims, Equity Interests, Causes of Action, and controversies and disputes, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtors and Holders of Claims or Equity Interests, and is fair, equitable, and reasonable. Any settlements of objections to the Plans which are conditioned upon the occurrence of the effectiveness of the Plans, shall become effective contemporaneously or substantially contemporaneously on the Effective Date, subject to the terms and conditions of such settlements. Distributions made to Holders of Allowed Claims or Equity Interests are intended to be final. In accordance with the provisions of the Plans, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order, or approval of this Court, or any other Entity, after the Effective Date, JD Holdings may compromise and settle Claims against, or Equity Interests in, the Debtors, if any, and Causes of Action against other Entities.

7. Plans Transactions.

a. This Order shall be deemed to (i) authorize, among other things, the Sale and other Plans Transactions, including assumption and assignment of Assumed Agreements, and the implementation of the Plans, and (ii) require the Debtors and JD Holdings or its Affiliates to execute the APA and other Plans Documents, and take all other actions, as required under these Plans or that JD Holdings otherwise determines are necessary or appropriate to consummate the Sale and other Plans Transactions and implement the Plans. On and after the Confirmation Date, JD Holdings may take, or require Debtors to take, all actions as may be necessary or appropriate to effect the Sale and other Plans Transactions and the implementation of the Plans.

b. The APA contemplates a series of closings, starting on the Effective Date and ending no later than the Outside Closing Date. Notwithstanding the foregoing, if JD Holdings is unable to obtain a required consent for certain Assets, a waiver of a third-party termination right that would be triggered by the sale of certain Assets, or consent for the assumption of the Assumed Loans, by such Outside Closing Date (the "Delayed Assets"), but all Allowed Claims existing as of the Outside Closing Date have been paid by the Outside Closing Date (except only as set forth in section 7.1(c) of the APA), the Debtors shall retain such Delayed Assets free and clear of all Liens and Claims until such time that such Delayed Assets are transferrable to JD Holdings, all as set forth in more detail in section 7.1(c) of the APA. In such case, all economic benefits and interests from such Delayed Assets shall inure to the benefit of JD Holdings pending such closing on the Delayed Assets and the Debtors and JD Holdings shall execute such agreements as are necessary to effect and evidence that such benefits inure to the benefit of JD Holdings.

c. JD Holdings shall deposit $50 million into escrow (the "Deposit") within three Business Days after this Order becomes a Final Order. If the Effective Date does not occur by the Outside Effective Date, and such failure is not due to a failure of a closing condition in the APA or other Plans Documents, a breach by the Debtors of their obligations under the APA, Plans, the PSA or the Settlement Agreement, a termination by JD Holdings in accordance with the APA, or an appeal of this Order, all as set forth in more detail in section 6.1(a) of the APA, then the Deposit shall be forfeited to the Debtors as their sole and exclusive remedy for such failure.[3]

d. Upon the occurrence of the Effective Date, JD Holdings shall pay the JQH Trust sufficient funds to wrap up the administration and operations of the JQH Trust and the state court probate estate up to $615,000, and subject to the terms, conditions and limitations set forth in the Plans and section 3(a) of the Settlement Agreement.

8. Requirement to Follow Recommendations of Consumer Privacy Ombudsman. JD Holdings shall follow the recommendations in the Consumer Privacy Ombudsman's Report.

9. Section 1146 Exemption. Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to JD Holdings pursuant to, in contemplation of, or in connection with the Plans, or pursuant to (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors, (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, (c) the making, assignment, or recording of any lease or sublease, or (d) the making, delivery, or recording of any deed or other instrument of transfer

[3] In addition, the allowance of JD Holdings' Claims may be reversed as set forth in the PSA.

under, in furtherance of, or in connection with, the Plan, including, but not limited to, any deed, bill of sale, assignment, or other instrument of transfer executed in connection with the Sale or other Plans Transaction, shall not be subject to any recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

10. Vesting of Assets in JD Holdings.

a. Except as otherwise provided in the Plans, this Order, or any Plans Documents, on the Effective Date, notwithstanding any prohibition of assignability under applicable non-bankruptcy law and in accordance with section 1141 of the Bankruptcy Code, all of Debtors' Assets and Causes of Action shall vest in JD Holdings, free and clear of all Liens, Claims, charges, or other encumbrances (except for those Assets (i) contributed to the new Charitable Trust or left behind temporarily, as indicated in the Plans Supplement or APA, or (ii) which will be subject to the security interests of the Sale Lender as provided for in the Sale Financing Facility Documents) without further notice to, or action, order, or approval of, this Court or any other Entity.

b. On and after the Effective Date, except as otherwise provided in the Plans or this Order, JD Holdings may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, or Causes of Action without further notice to, or action, order, or

approval of, this Court, or any other Entity, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

11. Preservation, Transfer, and Waiver of Rights of Action. In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plans, JD Holdings may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any Causes of Action that may be described in the Plans Supplement. No Entity may rely on the absence of a specific reference in the Plans, the Plans Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that JD Holdings shall not pursue any and all available Causes of Action against them. JD Holdings expressly reserves all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plans or this Order. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plans or a Court order, the Debtors expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including, but not limited to, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the confirmation or consummation of the Plans. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in JD Holdings.

12. Sale Financing Facility

a. The Debtors and their Affiliates and JD Holdings and its Affiliates, each as applicable, shall execute and deliver to the Sale Lender all such promissory notes, mortgages, deeds of trust, agreements, financing statements, instruments, notices, and other documents the

Sale Lender may reasonably request to release any existing claim or liens on the Debtors' Assets that is subject to the Sale Financing Facility and to more fully evidence, confirm, validate, perfect, preserve and enforce the liens and the security interests of the Sale Lender in such Assets arising under or related to the Sale Financing Facility. All such documents and instruments (other than any such documents and instruments required or permitted by the terms of the applicable Sale Financing Facility Documents to be delivered, recorded or filed after the Effective Date) will be deemed to have been recorded and filed as of the Effective Date. The liens against such Assets shall be valid, binding, perfected and enforceable liens and security interests described in the Sale Financing Facility Documents, and the granting of such liens, and the making of such loans and other extensions of credit to JD Holdings by the Sale Lender, in its capacity as such, shall not be subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind under the Bankruptcy Code or any applicable laws as of the Effective Date and shall not subject the Sale Lender to any liability by reason of incurrence of such obligation or grant of such liens, guarantees or security interests under any applicable law, including, but not limited to, successor or transferee liability.

b. The guarantees, mortgages, pledges, liens and other security interests, and all other consideration granted pursuant to or in connection with the Sale or other Plans Transactions, including to the Sale Lender, are or will be (as the case may be) hereby deemed to be granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the Sale Lender to extend credit thereunder and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer under the Bankruptcy Code or any applicable laws and shall not otherwise be subject to avoidance,

subordination or recharacterization and shall not subject the Sale Lender to any liability by reason of the incurrence of such obligation or grant of such liens, guarantees or security interests under any applicable law, including, but not limited to, successor or transferee liability. To consummate the Sale and other Plans Transactions and implement the Plans, all Holders of Claims and Equity Interests shall, and hereby are authorized and directed to, promptly cooperate in all respects with the Debtors JD Holdings and the Sale Lender to execute and deliver all instruments, notices, agreements, pay-off letters and other documents reasonably necessary to effectuate and document the satisfaction and release of any and all liens and/or security interests of such Holders in the Debtors Assets, which documents shall be deemed to have been recorded and filed as of the Effective Date or, to the extent a Plans Transaction does not close on the Effective Date, the closing date of such Plans Transaction.

13. Employee and Retiree Benefits.

a. With respect to the approximately 4,000 employees (the "Employees") employed by Debtors and Non-Debtor JQH Entities ("Existing Employer"), upon consummation of the Sale and Other Plans Transactions, JD Holdings or its Affiliates ("New Employer") will offer employment to substantially all of the Employees of Debtors and JQH Accounting (subject to standard background and compliance checks), but in any event a sufficient number of Employees that will not trigger the application of the Worker Adjustment and Retraining Notification Act (or similar local or state laws or regulations) (the "WARN Act"). New Employer will (a) pay salaries or wages to the Employees who accept such offer of employment (the "Rehired Employees") at no less than ninety percent (90%) of the salary or wages of such Rehired Employees existing as of the rehiring date, and (b) recognize the Rehired Employee's

prior years of employment with Existing Employer (including any prior employment with Winegardner & Hammons, Inc. and any predecessor-in-interest to the Debtors).

b. New Employer shall be responsible for all claims and liabilities with respect to (1) application of the WARN Act, (2) salaries, wages, bonuses, profit sharing and other compensation, vacation and sick leave, worker's compensation, employer's contribution under F.I.C.A., unemployment compensation, welfare benefits, deferred compensation, savings, pension, 401(k) and retirement plan and insurance and other benefits of whatever kind which becomes payable to any Employee, and (3) any alleged or actual unfair labor practices, employment discrimination charges and lawsuits, and other similar claims of any Employees regarding employment matters arising out of or alleged acts or omissions of Existing Manager.

c. New Employer shall defend, indemnify and hold harmless the Trustees Released Parties from and against all loss, cost, express liabilities, causes of action and claims with respect to the application of the WARN Act.

d. With respect to the Employees identified in Exhibit A to the Settlement Agreement (the "Designated Employees") who are terminated or resign within 180 days after consummation of the Sale or other Plans Transactions, each Designated Employee shall promptly receive from Existing Employer a lump sum severance payment in the amounts set forth in Exhibit A to the Settlement Agreement upon such termination or resignation.

e. With respect to the Employees at JQH Management's offices in Springfield, Missouri, or its regional offices, or at JQH Accounting Services, LLC, but who are not specifically identified in Exhibit A to the Settlement Agreement (the "Non-Designated Employees") and who are terminated without cause within 180 days after consummation of the Sale or other Plans Transaction, each Non-Designated Employee shall promptly receive from

Existing Employer a lump sum severance payment equal to one week of salary for every full year of employment by such Non-Employee with any Debtors or Non-Debtor JQH Entities (including any prior employment with Winegardner & Hammons, Inc. or a predecessor-in-interest of the Debtors) up to twenty (20) years of employment.[4]

f. JD Holdings (or its Affiliate) shall provide access to COBRA health insurance coverage to all Employees (both Designated Employees and Non-Designated Employees) who are terminated or resign upon consummation of the Sale or other Plans Transaction.

g. Prior to the Effective Date, each of Ms. Dowdy and Mr. Groves shall continue to perform their regular duties and the duties set forth in the Plans, the Settlement Agreement, and the PSA and receive their regular compensations and benefits provided to them by Existing Employer. Except as otherwise set forth in the Plans Supplement (or other agreement), from and after the Effective Date Ms. Dowdy and Mr. Groves: (a) shall resign from their positions with JQH Management and each and every position they hold with any of the other Debtors (with the exception of their role as successor trustees of the JQH Trust) and (b) shall receive no further compensation from the Debtors in connection with their resignations from such management positions, *provided however*, that promptly upon their respective resignations from JQH Management, unless otherwise agreed to between the Debtors and JD Holdings and as set forth in the Plans Supplement, the Existing Employer or JD Holdings (or its Affiliate) shall pay in a lump sum the severance payable to Ms. Dowdy and Mr. Groves as set forth on Exhibit A to the Settlement Agreement. Notwithstanding the foregoing, as set forth in

[4] If a Non-Designated Employee is offered employment in a location more than 50 miles from his or her current place of employment, the Non-Designated Employee may reject such offer of employment without waiving his or her right to severance under Article VII.F of the Plans.

the Plans Supplements, Mr. Groves and JD Holdings have entered into an agreement pursuant to which Mr. Groves will have continuing duties after the Effective Date for which he will be paid by JD Holdings.

h. With respect to all payments to be made by Existing Employer under Article VII.F. of the plans, JD Holdings (or its Affiliate) shall cause Existing Employer to have sufficient Cash to make such payments.

14. Executory Contracts and Unexpired Leases.

a. JD Holdings shall have until the Effective Date to identify the Rejected Executory Contracts and Unexpired Leases. Any Executory Contracts and Unexpired Leases that are not identified as Rejected Executory Contracts and Unexpired Leases shall constitute Assumed Agreements, and be assumed by the applicable Debtor and assigned to JD Holdings or its Affiliates as of the Effective Date, unless set forth otherwise in the Plans or this Order. The Assumed Agreements to be assumed by the applicable Debtor and assigned to JD Holdings or its Affiliates shall be deemed assigned to JD Holdings or its Affiliates pursuant to section 365(f) of the Bankruptcy Code as of the Effective Date of the Plans, *provided however*, that in some instances, the assignment of the Assumed Agreement will be delayed, with the actual assignment occurring sometime after the Effective Date, and this Order authorizes such delayed assignment. This Court specifically holds that (i) the assumption and assignment of the Assumed Agreements need not occur simultaneously, (ii) pursuant to section 365(f) of the Bankruptcy Code, the assignment may occur after the entry of this Order and after the Effective Date, if necessary, (iii) the effective date of assignment for such delayed Assumed Agreements shall be the actual date of the assignment, and (iv) upon assignment, pursuant to section 365(k) of the Bankruptcy Code, the Debtors, including the JQH Trust, shall have no further liability under such Assumed

Agreements, and upon assignment the counterparty to such Assumed Agreements is enjoined from seeking to enforce any rights or remedies under the Assumed Agreements from the Debtors, including the JQH Trust. The non-Debtor counterparty to the Assumed Agreement is entitled to the Cure Costs of any default under such Assumed Agreement and to adequate assurance of future performance under such Assumed Agreement.

b. Non-Debtor parties to the Assumed Agreements shall File, within twenty (20) days following the Effective Date, a proposed amount of the Cure Costs, and the assumption and assignment of such Assumed Agreement may be conditioned upon the disposition of all issues with respect to such Cure Costs.

c. All Rejected Executory Contracts and Unexpired Leases shall be deemed rejected on the Effective Date, except for those Executory Contracts and Unexpired Leases that have been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date.

d. Non-Debtor parties to Rejected Executory Contracts and Unexpired Leases shall have the right to assert a Claim on account of the rejection of such Rejected Executory Contracts and Unexpired Leases, including under section 502(g) of the Bankruptcy Code, which shall be Filed within twenty (20) days after the Effective Date.

e. With regard to Holiday Inn:

i. JD Holdings (or an affiliate acceptable to HHF) shall assume the Holiday Inn Express Hotel New Development License Agreement dated September 30, 2003 (as same may have been amended), which authorizes the licensee to operate a Holiday Inn Express® & Suites hotel located at 1117 E. St. Louis, Springfield, MO 65806, provided, however, that such assumption shall be in compliance with HHF's requirements and procedures in HHF's sole and

absolute discretion, including payment of all fees and costs including attorney's fees incurred by HHF during the pendency of the Chapter 11 Cases.

ii. Notwithstanding anything to the contrary in this Order or in the Plans, nothing herein shall affect any of the terms, conditions, rights or requirements of that certain (i) Holiday Inn® Hotel Relicensing License Agreement dated April 5, 2016 (as same may have been amended) between Holiday Hospitality Franchising, LLC ("HHF"), as licensor, and W&H Realty, Inc. ("WHR"), as licensee; and (ii) Holiday Inn® Hotel Relicensing Agreement dated June 3, 2011 (as same may have been amended) between HHF, as licensor, and Airport Exchange Hotel Partners, as licensee, all of which terms, conditions, rights and requirements remain unchanged and unaffected by this Order and Plans.

f. With regard to Oracle:

i. Notwithstanding anything to the contrary in the Plans, this Order, or the Asset Purchase Agreement, without the prior written consent of Oracle America, Inc., successor in interest to MICROS Systems, Inc. ("Oracle"), the Debtors shall not assume and/or assign to JD Holdings, LLC or its assignee (collectively, "Assignee"), any contract between the Debtors and Oracle unless (1) the appropriate Cure Costs are paid, which amount shall be stipulated to by Oracle and JDH or determined by further Court order; and (2) the execution by the Debtors and Assignee of mutually agreeable assignment documentation in a final form to be negotiated after entry of this Order.

15. Approved Settlement Agreements. The settlement agreements previously filed with the Court and announced in Court shall be filed separately as attachments to this Order and are hereby approved pursuant to their terms.

16. New Charitable Trust.

a. JD Holdings shall establish the Charitable Trust set forth in Article V of the Plan, as clarified and supplemented in the Plans Supplement, as "The John Q. Hammons Charitable Trust", and shall transfer the amount of $2 million in Cash to the Charitable Trust as of the Effective Date.

b. Subject to the satisfaction of the conditions set forth in the Plans and Exhibit C of the Plans Supplement or as soon as practicable thereafter, the Missouri Sports Hall of Fame (the "Hall of Fame") shall be transferred by the JQH Trust to the Charitable Trust, or upon the direction of Jacqueline Dowdy and Greggory Groves, directly to the Missouri Sports Hall of Fame, a Missouri not-for-profit corporation. The Bankruptcy Court shall retain jurisdiction to resolve disputes and issues related to the Charitable Trust and further, to the extent set forth in the Plans Supplement, such disputes may be resolved by the Hon. Dale Somers, in his continuing role as mediator of disputes and issues by and between the Debtors and JD Holdings.

c. JD Holdings has designated Debtors right, title and interest in Hammons Field, a minor league baseball stadium located in Springfield, Missouri, as described more fully in Exhibit C of the Plans Supplement (the "Stadium") as an asset to transfer to the Charitable Trust under the Plans. Subject to the satisfaction of the conditions set forth in the Plans and Exhibit C of the Plans Supplement or as soon as practicable thereafter, pursuant to section 365 of the Bankruptcy Code, the JQH Trust shall assume the lease for the Stadium, development agreement, and other agreements, related to the development, ownership, and operation of the Stadium, as well as the lease for the Stadium between the JQH Trust to the Springfield Cardinals, LLC (or its successor or assignee), and the license agreement for the use of the Stadium between the JQH Trust and Missouri State University, as those agreements may have been amended or restated from time to time, and any related agreements thereto. Upon the occurrence of the

conditions set forth in Exhibit C of the Plans Supplement, or as soon thereafter as is practicable, such leases and agreements shall be assigned by the JQH Trust to the Charitable Trust, and in doing so, the JQH Trust shall assign to the Charitable Trust the development agreement and its rights thereunder including the option to purchase the land for the Stadium. The Charitable Trust shall immediately exercise the option to purchase such land, title to or, if applicable, leasehold interest in such land shall be immediately transferred to the Charitable Trust, and all parties to the relevant agreements and leases are hereby directed to promptly execute such deeds, leases, and other documents necessary to effect such transfer. Upon the transfer to the Charitable Trust of this asset, the sale of such asset shall be governed by Exhibits C and D to the Plans Supplement. In conjunction with the assignment of the foregoing agreements to the Charitable Trust, the Charitable Trust shall execute the promissory note in favor of JD Holdings as set forth in the Plans Supplement, and a mortgage or deed of trust to JD Holdings to secure such promissory note, and JD Holdings shall execute the Parking Agreement as defined and set forth in the Plans Supplement.

17. Disputed Claims and Disputed Equity Interests. The provisions of Article X of the Plans, including, but not limited to, the provisions governing procedures for resolving disputed Claims and disputed Equity Interests, are found to be fair and reasonable and are approved; provided, however, that upon the Effective Date, JD Holdings shall deposit cash equal to the lesser of $25 million or the total disputed amount of all Disputed Claims in a segregated account, with such disputed amounts to be disbursed only upon further order of this Court. Such disputed funds account shall be, and shall be held by an entity that is, subject to the jurisdiction of this Court. Upon the Effective Date, JD Holdings shall promptly provide notice to the holders of all Disputed Claims of the Disputed Claim reserve that they propose to hold pursuant to this

paragraph pending resolution of claims objection. This Court shall retain jurisdiction to adjudicate any disputes between JD Holdings and the holder of any Disputed Claim regarding the appropriate amount of Disputed Claim reserve and shall have the jurisdiction to order that such Disputed Claim reserve be increased or decreased as the Court may determine. The Court may, either sua sponte or upon request of a party in interest, review the appropriate amount of the Disputed Claim reserve.

18. Amendment of Claims. To the extent that any creditors are entitled to amend their Claims, JD Holdings shall have 30 days from the date the amended Claim was Filed to object to the amended Claim.

19. Full and Final Satisfaction of Claims. Except as otherwise provided by the Plans or this Order, all payments and all distributions made by JD Holdings under, and in accordance with, the Plans shall be in full and final satisfaction, settlement, and release of all Claims and Equity Interests.

20. Discharge of Claims and Termination of Interests. Upon the Effective Date and in consideration of the distributions to be made under the Plans, except as otherwise expressly provided under the Plans or this Order, each Holder (as well as any trustees, agents or representatives of each Holder) of a Claim or Equity Interest and any Affiliate of such Holder shall be deemed to have forever waived, released, and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Equity Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities or Persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or transferred Equity Interest, if any, in the Debtor JD Holdings, or any of their assets or property,

whether or not such Holder has Filed a proof of Claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

21. Release and Exculpation Provisions. All injunctions, releases, and exculpation provisions set forth in the Plans, including but not limited to those contained in Articles VII.C., VII.D., VII.F., and VII.G. of the Plans which shall include the release and exculpation of the independent directors or managers and their advisors, are approved and shall be effective and binding on all Entities or Persons, to the extent provided therein, and as if fully set forth herein.

22. Injunction.

a. Except as otherwise expressly provided in the Plans or this Order, all Entities or Persons who have held, hold, or may hold Claims or Equity Interests that have been released pursuant to the Plans or this Order, discharged pursuant to the Plans and this Order, or are subject to exculpation pursuant to the Plans or this Order are permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtors, JD Holdings, or the Sale Lender, in its capacity as such: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities or Persons on account of, in connection with, or with respect to any such Claims or Equity Interests; (iii) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or Persons or the property or estates of such Entities or Persons on account of, in connection with, or with respect to any such Claims or Equity Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or Persons or against the property or estates of such Entities or Persons on account of, in connection with, or

with respect to any such Claims or Equity Interests unless such Entity or Person has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or proof of Equity Interest or otherwise that such Entity or Person asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to any such Claims or Equity Interests released or settled pursuant to the Plans. Nothing in the Plans or this Order shall preclude any Entity or Person from pursuing an action against one or more of the Debtors in a nominal capacity to recover insurance proceeds so long as the Debtors, as applicable, and any such Entity or Person agrees in writing that such Entity or Person shall (i) waive all Claims against the Debtors, and the estates related to such action and (ii) enforce any judgment on account of such Claim solely against applicable insurance proceeds, if any.

b. No Holder of any Claim or Equity Interest, and none of any such Holder's Affiliates, or any of their respective current or former trustees, beneficiaries, shareholders, directors, members, partners, managers, officers, employees, agents, representatives, attorneys, beneficiaries, and/or guardians, or the heirs, executors, administrators, successors or assigns of any of the foregoing (collectively, the "Representatives") shall take, or cause to be taken, and each such Holder and each of its Representatives is hereby permanently enjoined from taking, any action that is intended or is reasonably likely to directly or indirectly prevent, impede, hinder, adversely affect, and/or delay any actions or efforts of the Debtors, as applicable, and/or their ability to: (i) consummate the Sale and the other Plans Transactions and implement the Plans including, without limitation, the Sale Financing Facility Documents; (ii) obtain any

consents and/or approvals, achieve the expiration or termination of any waiting period, and/or take any actions necessary or appropriate to consummate the Sale and the Plans Transactions contemplated by the Plans and this Order including, without limitation, and Sale Financing Facility Documents; or (iii) undertake any acts related to, or in furtherance of, the matters described in clauses (i) and/or (ii) in this paragraph.

23. Modification of Plans. Except as otherwise specifically provided in the Plans or this Order, JD Holdings has the right to alter, amend, modify, or supplement the Plans with respect to any Debtor in any respect, one or more times, after Confirmation, and, to the extent necessary or appropriate, may initiate proceedings in this Court to so alter, amend, modify, or supplement the Plans, or remedy any defect or omission, or reconcile any inconsistencies in the Plans, the Disclosure Statement, or this Order, in such matters as may be necessary or appropriate to effect the purposes and intent of the Plans, *provided that* any such alternation, amendment, modification, or supplement shall not be inconsistent with the terms and conditions of the PSA and Settlement Agreement.

24. Reversal, Modification, or Vacatur of Order. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court of competent jurisdiction, such reversal, modification, or vacatur shall not affect the validity or the enforceability of (i) any act, obligations, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors or JD Holdings, as applicable, under or in connection with the Plans (including, but not limited to, pursuant to any other order of this Court) prior to the date that the Debtors or JD Holdings received actual written notice of the effective date of any such reversal, modification, or vacatur or (ii) any provisions of this Order that are not expressly reversed, modified, or vacated by such subsequent order of this Court or any other court of

competent jurisdiction. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plans, and any alternations, amendments, modifications or supplements thereto.

25. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Effective Date shall, retain any jurisdiction it has to the maximum extent possible over all matters arising in, arising under, and related to, the Chapter 11 Cases, including the matters set forth in Article XII of the Plans and section 1142 of the Bankruptcy Code.

26. Successors and Assigns. Except as expressly set forth in the Plans, the rights, benefits, and obligations of any Entity or Person named or referred to in the Plans shall be binding on, and shall inure to the benefit of, (i) any heir, devisee, donee, executor, administrator, guardian of any such Person, and (ii) any Affiliate of such Entity, and each of the foregoing Entities' respective shareholders, members, partners, directors, principals, managers, officers, trustees, beneficiaries, employees, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, professionals, consultants, agents, and representatives, and (iii) the predecessors, successors and assigns of each of the foregoing Persons and Entities in clauses (i) and (ii).

27. Further Assurances. The Holders of Claims or Equity Interests receiving distributions under the Plans and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plans or as may be necessary to effectuate the Sale and/or the Sale Financing Facility Documents.

28. Service of Documents. Any pleading, notice, or other document required by the Plans to be served shall be served pursuant to the terms of Section XIII.D. of the Plans.

29. Effectiveness of All Actions. Except as set forth in the Plans or this Order, all actions authorized to be taken pursuant to the Plans shall be effective on, prior to, or after the Effective Date pursuant to this Order, as applicable, without further notice to, or action, order, or approval of, this Court or further action by the Debtors or JD Holdings or their Affiliates, or their respective Representatives and with the effect that such actions had been taken by unanimous action of such Representatives.

30. Notice of Confirmation Order and Effective Date; Substantial Consummation of Plan. Per JD Holdings' agreement with the Office of the United States Trustee, JD Holdings shall provide simple notice of the entry of this Order to all parties in interest, directing them to the website and docket where this Order and all past and future pleadings may be found, as well as advising all parties in interest that there will not be any further notices sent by regular mail. Notwithstanding Bankruptcy Rules 2002(f)(7) and 3020(c), such notice, along with the electronic distribution via CM/ECF of this Order that will occur automatically upon this Court's entry of this Order, shall constitute good and sufficient notice of the entry of this Order. On the Effective Date, or as soon thereafter as is reasonably practicable, JD Holdings shall file with this Court a "Notice of Effective Date," and the electronic distribution via CM/ECF of this notice that will occur automatically upon its Filing shall constitute appropriate and adequate notice that the Plans have become effective. Upon the Effective Date, the Plans shall be deemed substantially consummated as to each Debtor entity, consistent with the definition of "substantial consummation" as defined in section 1101(2) of the Bankruptcy Code.

31. Transactions on Business Days. If the date on which a transaction, notice or other action to be taken, or period is to expire, is to occur under the Plans is not a Business Day, then such transaction, notice or other action or expiration shall instead occur on the next succeeding Business Day.

32. Filing of Additional Documents. On or before the Effective Date, JD Holdings may file with this Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plans.

33. Administrative Claims.

a. Except to the extent the Holder of an Allowed Administrative Claim agrees to an alternative treatment, each Holder of an Allowed Administrative Claim (other than of a Professional Compensation Claim) shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Administrative Claim, Cash in an amount equal to the unpaid amount of such Allowed Administrative Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Administrative Claim becomes an Allowed Claim or otherwise becomes payable under the Plans.

b. Except for Professional Compensation Claims and U.S. Trustee Fees, and unless previously Filed, requests for payment of Administrative Claims must be Filed and served on JD Holdings and other parties in interest no later than the Administrative Claims Bar Date pursuant to the procedures specified in this Order and the notice of the occurrence of the Effective Date. Objections to such requests may be Filed by JD Holdings or any party in interest and must be Filed and served by the Administrative Claims Bar Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy

Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with an order of, the Bankruptcy Court.

c. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, JD Holdings or its Affiliates, or any of their respective property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or JD Holdings or any action by the Bankruptcy Court.

34. Final Fee Applications.

a. Notwithstanding anything herein or in any prior order of this Court to the contrary, all final requests for payment of Claims of a Professional shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Court orders, the Allowed amounts of such Accrued Professional Compensation Claims shall be determined by this Court and satisfied in accordance with an order of this Court.

35. Priority Tax Claims. Except to the extent the Holder of an Allowed Priority Tax Claim agrees to an alternative treatment, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on the date, or as soon thereafter as is reasonably practicable, that is the later of (i) the Effective Date or (ii) the date such Priority Tax Claim becomes an Allowed Claim or otherwise becomes payable under the Plans.

36. U.S. Trustee Fees. On the Effective Date or as soon thereafter as reasonably practicable, JD Holdings shall pay all U.S. Trustee Fees that are due and owing on the Effective Date. Following the Effective Date, JD Holdings shall pay the U.S. Trustee Fees for each quarter (including any part thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

37. Term of Injunctions or Stays. Unless otherwise provided in this Order or in the Plans, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of this Court, and existing on the Confirmation Date (excluding any injunctions or stays provided in the Plans or this Order), shall remain in full force and effect until the Effective Date. All injunctions or stays provided in the Plans or this Order shall remain in full force and effect in accordance with their terms.

38. Plans Supplement. All materials included in the Plans Supplement (as amended and as may be further amended in accordance with the terms of the Plans or this Order) are integral to, part of, and incorporated by reference into the Plans. The Plans Supplement (as amended and may be further amended in accordance with the terms of the Plans or this Order) and all related documents are hereby approved.

39. No Substantive Consolidation. Nothing in the Plans or this Order shall be interpreted as effecting a substantive consolidation of the Debtors or their estates.

40. Entire Agreement. Except as otherwise indicated, the Plans and the Plans Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plans.

41. Headings. The headings in this Order are used for the convenience of the parties and shall not alter or affect the meaning of the text of this Order.

42. References to Plan Provisions. The failure to specifically include or refer to any particular article, section, or provision of the Plans, the Plans Documents, the Sale Financing Facility Documents, or this Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of this Court that the Plans be confirmed and any related Plan Documents be approved in their entirety.

43. Non-Severability. This Order constitutes a judicial determination that each term and provision of the Plans, as it may have been altered or interpreted in accordance with the foregoing, is (1) legal, valid, binding and enforceable pursuant to its terms, (2) integral to the Plans and may not be deleted or modified without the prior written consent of JD Holdings, and (3) non-severable and mutually dependent.

44. Appeals. The period in which an appeal must be filed shall commence upon the entry of this Order on the docket.

45. Binding Effect; Waiver of Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a). The fourteen (14) day stay provided by Bankruptcy Rules 3020(e), 6004(h), and 7062 and Federal Rule of Civil Procedure 62(a) shall not apply to this Order. Immediately upon the entry of this Order: (a) the provisions of the Plans shall be binding upon (i) the Debtors, (ii) JD Holdings, (iii) all Holders of Claims against, or Equity Interests in, the Debtors, if any, (iv) each Entity or Person acquiring property under the Plans, (v) any other party in interest, (vi) any Entity or Person making an appearance in the Chapter 11 Cases, and (vii) each of the foregoing's respective affiliates, and each of their respective current or former trustees, beneficiaries, shareholders, directors, members, partners, managers, officers,

employees, agents, representatives, attorneys, beneficiaries, and/or guardians, or the heirs, executors, administrators, successors or assigns of any of the foregoing; and (b) the Debtors and JD Holdings are authorized but not required to consummate the Plans immediately upon entry of this Order.

46. Conflicts with This Order. The provisions of the Plans and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plans provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern, and any provision of this Order shall be deemed a modification of the Plans and shall control and take precedence. Subject to paragraph 23 of this Order, the provisions of this Order are integrated with each other and are non-severable and mutually dependent.

47. Failure of the Plans to Go Effective Timely. In the event that the Effective Date does not occur by the Outside Effective Date, then unless the Debtors agree otherwise, and except as otherwise set forth in this paragraph 47, this Order shall be null and void and of no effect, the APA, the PSA, and related Settlement Agreement by and between the Debtors and JD Holdings shall govern the parties' rights, and the assumption of Assumed Agreements set forth herein shall be null and void and of no effect, provided however, that as to any Unexpired Leases of real property the time for which assumption will have expired as of the date of this Order (whether by statute or agreement of the lessor), such Unexpired Leases shall be deemed assumed as of the date of this Order.

Dated: May 11, 2018
Kansas City, Kansas

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SUBMITTED BY:

OF COUNSEL:

/s/ Mark Shinderman
Mark Shinderman (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & M^{c}CLOY LLP
2029 Century Park East
33rd Floor
Los Angeles, CA 90067-3019
Tel: (424) 386-4000
Fax: (213) 629-5063
mshinderman@milbank.com

Scott A. Edelman (admitted *pro hac vice*)
Jed M. Schwartz (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & M^{c}CLOY LLP
28 Liberty Street
New York, NY 10005-1413
Tel: (212) 530-5000
Fax: (212) 530-5219
sedelman@milbank.com
jschwartz@milbank.com

MCDOWELL RICE SMITH & BUCHANAN

Jonathan Margolies (MO 30770)
Skelly Building, Suite 350 (KS Fed 70693)
605 West 47th Street
Kansas City, Missouri 64112
Tel: (816) 753-5400
Fax: (816) 753-9996
jmargolies@mcdowellrice.com

Counsel for JD Holdings, L.L.C.