UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY

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

NOTICE OF SUPPLEMENT TO APPLICATION OF THE DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO SECTIONS 327(a) AND 328 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 2014, AND LOCAL BANKRUPTCY RULE 2014.1, FOR AN ORDER AUTHORIZING THE DEBTORS AND DEBTORS IN POSSESSION TO RETAIN AND EMPLOY UBS SECURITIES, LLC TO PROVIDE FINANCIAL ADVISORY SERVICES

NOW COME the above-captioned Debtors, by and through their counsel of record and submit this supplement to the Application of the Debtors and Debtors in Possession, Pursuant to Sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014.1, for an Order Authorizing the Debtors and Debtors in Possession to Retain and Employ UBS Securities, LLC to Provide Financial Advisory Services [doc. no. 528]. Attached to this supplement is a true and correct copy of the Engagement Letter executed by and between the Debtors and UBS Securities LLC ("UBS") that sets forth in detail the terms of UBS's proposed engagement in these bankruptcy cases (the "Engagement Letter").

The Debtors intend to present the Engagement Letter to the Court at the hearing on October 17, 2016 at 1:00 p.m. and to request that the Court approve the employment of UBS on the terms and conditions set forth in the Engagement Letter.

STINSON LEONARD STREET LLP

By: ____/s/ Nicholas J. Zluticky_____
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Mark Shaiken KS # 11011
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COUNSEL FOR THE DEBTORS

UBS

UBS Securities LLC
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September 14, 2016

Confidential

John Q. Hammons Fall 2006, LLC
Attention: Greggory D. Groves
300 John Q. Hammons Parkway, Suite 900
Springfield, MO 65806

Dear Mr. Groves:

This letter agreement (this "Agreement") confirms the terms under which the John Q. Hammons Revocable Trust dated December 28, 1989 (the "Company") as Amended and Restated, a debtor and debtor-in-possession, has engaged UBS Securities LLC ("UBS") to act as its exclusive financial advisor in connection with the Chapter 11 Case (as defined below) of the Company and its related affiliates (collectively with the Company, the "Debtors") who have commenced chapter 11 bankruptcy cases (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court"), Case No. 16-21142 et. seq. Subject to the Bankruptcy Court's approval, the term of UBS's engagement hereunder commenced on the date hereof (the "Effective Date") and shall continue until terminated in accordance with Section 9 hereof (the "Term").

Description of Services

1. On the terms and subject to the conditions of this Agreement, UBS will provide the Company, upon request by the Company and to the extent appropriate and agreed to by UBS, the following advisory services as part of UBS's engagement:

(a) Advising and assisting the Company with respect to financial aspects of the Chapter 11 Case, including:

(i) assisting the Company in reviewing and analyzing the Debtors results of operations, financial condition and business plan;

(ii) assisting the Company in valuing the Debtors; provided, that any "fairness opinions" or real estate or fixed asset appraisals, to the extent necessary, will be undertaken by an independent third party financial advisor or appraiser to be separately retained and compensated by the Company;

(iii) providing expert advice and testimony regarding financial matters related to the Chapter 11 Case (including in connection with a Transaction); and

(iv) advising as a financial advisor and attending meetings of the Company's board of directors, creditor groups, official constituencies and other interested parties in the Chapter 11 Case.

UBS Investment Bank is a business division of UBS AG.
UBS Securities LLC is a subsidiary of UBS AG.

UBS

(b) advising and assisting the Company in reviewing, analyzing, structuring, formulating and negotiating the financial aspects of a plan of reorganization or liquidation or any other Restructuring Transaction, including assisting in the financial aspects of the plan negotiation and confirmation process, and in the financial aspects of the preparation of any documents needed in connection therewith;

(c) advising the Company as a financial advisor with respect to any Sale Transaction, including marketing for sale, identifying and evaluating candidates for a potential Sale Transaction, advising the Company in connection with negotiations and aiding in the consummation of such Sale Transaction, including, without limitation, assisting in the preparation of offering memoranda related thereto;

(d) advising the Company with respect to any Financing Transaction, including contacting potential sources of capital and assisting the Company in negotiating and implementing such Financing Transaction. Notwithstanding UBS's right to provide such services, if UBS or any of its affiliates provides any additional services with respect to a Financing Transaction, then the Company and UBS or such affiliates will enter into separate agreements containing terms and conditions, including appropriate indemnification and fee provisions, customary for UBS and mutually agreed upon by the Company and UBS;

(e) providing testimony and financial advisor expert testimony in connection with the approval process for any Transaction as the Company's bankruptcy counsel may reasonably request;

(f) assisting and advising the Company's bankruptcy counsel on such financial, sale, plan and/or restructuring topics and issues as may arise from time to time and providing testimony with respect to such issues and topics as may be required from time to time;

(g) assistance with a confidential information memorandum or executive summary being prepared in connection with any Transaction;

(h) assistance in the coordination of efforts to ensure that prospective investors or buyers with respect to a Transaction execute appropriate non-disclosure agreements and coordination of meetings and visits of potential investors/buyers;

(i) assistance in preparation and review of an online data room with respect to any Transaction; and

(j) assistance in the Company's efforts to secure a Transaction acceptable to the Company and assistance in the financial aspects of negotiation of a Transaction.

As used in this Agreement, the term "Restructuring Transaction" means, whether effected directly or indirectly by the Company and/or through an affiliate and/or a subsidiary, any restructuring, reorganization, rescheduling, refinancing or recapitalization of the Company's (or any other Debtor's or any of their respective subsidiaries) liabilities, including contingent

liabilities (whether on or off balance sheet), whether through a plan of reorganization or liquidation, a comprehensive settlement arrangement, including with respect to any material litigation, an exchange, consent solicitation, repurchase, or repayment of any such liabilities, or any modification, amendment, deferral, forgiveness, restructuring, recapitalization, rescheduling, moratorium, or adjustment of the terms and/or conditions of any such liabilities.

As used in this Agreement, the term "Financing Transaction" means a transaction in which the Company, any Debtor or its subsidiaries, directly or indirectly, raises or issues (a) any secured or unsecured debt (including, without limitation, any asset-backed debt or convertible debt) including debtor-in-possession and exit financing, (b) any equity, equity linked or hybrid securities or (c) options, warrants or rights to acquire equity interests.

As used in this Agreement, the term "Sale Transaction" means in one transaction or a series of transactions or potential transactions: (i) any merger, consolidation or other business combination involving the Company, any other Debtor or any of their subsidiaries with a third party or if any material portion of the Company's, any other Debtor's or any of their subsidiaries' respective businesses, product lines or divisions are combined with a third party or (ii) the marketing for, and the sale, transfer or other disposition of any portion of the capital stock or assets of the Company, any other Debtor or any of their respective subsidiaries by way of a tender or exchange offer, option, negotiated purchase, leveraged buyout, lease or license, minority investment or partnership, joint or collaborative venture or otherwise; provided that sales of individual hotel properties arranged by a broker or directly through the Company or any Debtor and having a value of less than $50 million individually or in the aggregate shall be excluded.

As used herein, "Transaction" means a Sale Transaction, a Restructuring Transaction or a Financing Transaction, as the context may require.

The advice and work product generated by UBS is intended to assist the Company's counsel in connection with one or more Transactions (as well as in connection with the Chapter 11 Case) and is intended and shall be protected by the work product doctrine and attorney-client privilege.

This Agreement is not a commitment, express or implied, on the part of UBS to place or participate in any Transaction. Please note that UBS does not provide legal, tax, accounting or actuarial advice.

Fees and Expenses

2. For UBS's services hereunder, the Company agrees to pay to UBS the following nonrefundable fees (the "UBS Fees") in cash, subject to the provisions hereof:

(a) Monthly Fee. During the Term, a monthly advisory fee of $175,000 (each, a "Monthly Advisory Fee"), payable in advance for the period commencing on the date of this Agreement with the first payment (prorated) due upon execution of this Agreement and subsequent payments due on the first business day of each month. Fifty (50%) percent of any Monthly Advisory Fees in excess of $1,050,000 and actually paid shall be creditable against any Restructuring

Transaction Fee or Sale Transaction Fee (as defined below), but without duplication.

(b) Restructuring Transaction Fee. Upon consummation of a Restructuring Transaction, a fee (the "Restructuring Transaction Fee") of $7,000,000.

(c) Sale Transaction Fee. Upon consummation of a Sale Transaction, whether in connection with the consummation of a Restructuring Transaction or not, an amount to be determined according to the following schedule (the "Sale Transaction Fee"), subject to a minimum Sale Transaction Fee of $3,000,000:

1.5% of Sale Transaction Value (as defined in Annex A) for amounts up to and including $300 million; plus

1.0% of Sale Transaction Value for amounts in excess of $300 million and up to and including $600 million; plus

0.75% of Sale Transaction Value for amount in excess of $600 million and up to and including $1 billion; plus

0.5% of Sale Transaction Value for amounts in excess of $1 billion.

If a Sale Transaction involves all or substantially all of the capital stock or assets of the Debtors, such Sale Transaction Fee shall be offset dollar for dollar against the Restructuring Transaction Fee otherwise payable in respect thereof. Otherwise, fifty (50%) percent of such Sale Transaction Fee shall be offset against the Restructuring Transaction Fee otherwise payable in respect thereof.

(d) Financing Transaction Fees. Upon the closing a Financing Transaction, a fee (a "Financing Transaction Fee") of (x) 1.5% of the aggregate gross amount of secured debt obligations raised (including any amounts committed but not drawn) in connection therewith, (y) 3.0% of the aggregate gross amount of unsecured debt obligations raised (including any amounts committed but not drawn) in connection therewith and/or (z) 5.0% of the aggregate gross amount or face value of capital raised in connection therewith as equity, equity-linked interests, options, warrants or other right to acquire equity interests.

The Company will pay a separate fee in respect of each Transaction in the event that more than one Transaction occurs, subject to the terms of this Agreement. The Company agrees not to object to our request to the Bankruptcy Court or any appellate court to allow any such fees to be paid, as long as such request is consistent with the terms of this Agreement. If at any time during the 18 months following such expiration or termination (the "Tail Period"), so long as no Restructuring Fee or Sale Transaction Fee had been paid prior to or contemporaneously with the Termination Date (as defined below), the Company or any other Debtor consummates a Transaction or the Company or any other Debtor enters into an agreement to effect a Transaction, including the filing of a plan of reorganization or liquidation, which subsequently becomes effective or is consummated, then the Company (or its bankruptcy estate) shall pay us

the Restructuring Transaction Fee, Sale Transaction Fee or Financing Transaction Fee, as applicable, immediately upon the closing of such Transaction.

Whether or not any Transaction is consummated, and in addition to any fees payable to UBS, the Company shall reimburse UBS, upon UBS's request from time to time, for all reasonable expenses incurred by UBS in entering into and performing services pursuant to this Agreement, including the reasonable fees, disbursements, and other charges of UBS's legal counsel, in addition to anything contemplated by or related to the indemnification provision attached as Annex B hereto, *provided* however that prior to the engagement of counsel for which UBS will seek reimbursement (other than in connection with anything contemplated by or related to the indemnification provisions attached as Annex B hereto), the Company shall first be consulted about the need for such engagement and role that UBS believes such counsel shall serve.

UBS will make a commitment of professional time and effort hereunder, which may foreclose other opportunities. Moreover, the actual time and commitment required for the engagement may vary substantially from time to time. In light of the numerous issues that may arise in engagements such as this, UBS's commitment of the time and effort necessary to address the issues that will arise in this engagement, UBS's expertise and capabilities that the Company will require in this engagement, and the market rate for professionals of UBS's stature and reputation, the parties agree that the fee arrangement provided for herein is just and reasonable, fairly compensates UBS, and provides the requisite certainty to the Company

UBS's compensation and expense reimbursement in this Section 2 and payments made pursuant to the indemnification and contribution provisions set forth in Annex B hereto shall be entitled to priority as administrative expenses under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code in the Chapter 11 Case.

It is understood and agreed that nothing contained herein shall constitute a commitment or obligation by UBS or any of its affiliates to underwrite, place, or purchase any securities or to arrange or provide any other form of financing.

Retention in Chapter 11 Case

3. The Company shall use reasonable efforts to obtain an order from the Bankruptcy Court pursuant to section 328(a) of the Bankruptcy Code (and not subject to the standards of review set forth in section 330 of the Bankruptcy Code) authorizing, without limitation, the Company to (a) retain UBS (the "Retention Order"), (b) compensate UBS for UBS's services, including the payment of UBS's fees and reimbursement of UBS's expenses payable hereunder ("UBS Fees and Expenses"), and (c) provide indemnification rights to UBS, and approving other provisions as provided in this Agreement. The Company shall use reasonable efforts to obtain a carveout from any prepetition or postpetition liens and/or security interests (the "Cash Collateral Carveout") for the UBS Fees and Expenses in any order of the Bankruptcy Court authorizing the Company's use of cash collateral or the incurrence of post-petition financing. The Company shall assist UBS in preparing, filing and serving fee statements, interim fee applications, and a final fee application. Further, the Company shall support UBS's fee applications that are consistent with this Agreement in papers filed with the Bankruptcy Court and during any related

Bankruptcy Court hearings. If the Company does not obtain a Cash Collateral Carveout reasonably satisfactory to UBS, UBS shall not be required to serve as the Company's financial advisor during the Chapter 11 Case. The Company, directly or indirectly, shall not object to any claim by UBS for any fees earned or expenses due under the terms of this Agreement.

4. The Company shall use its reasonable efforts to ensure that, to the fullest extent permitted by law, any confirmed plan of reorganization or liquidation in the Chapter 11 Case contains typical and customary releases (both from the Debtors and from third parties) and exculpation provisions releasing, waiving, and forever discharging UBS, its divisions, affiliates, any person controlling UBS or any of its affiliates, and their respective current and former directors, officers, partners, members, agents, attorneys, representatives and employees from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities related to the Debtors or the engagement described in this Agreement.

Other

5. Except to the extent required by court or similar order or in connection with the Chapter 11 Case or any Proceeding (as defined in Annex B hereto) (after consultation with, and approval as to form and substance by, UBS and its counsel), none of (i) the name of UBS, (ii) any advice rendered by UBS to the Company, or (iii) the terms of this Agreement or any communication from UBS in connection with the services performed by UBS pursuant to this Agreement will be quoted, or referred to orally or in writing, or in the case of (ii) and (iii), reproduced or disseminated, by the Company or any other Debtor, directly or indirectly, without UBS's prior written consent.

6. The Company shall furnish UBS (and, if negotiations proceed with a potential transaction party, shall request that such transaction party furnish UBS) with such information as UBS believes appropriate to its assignment (all such information so furnished being the "Information"). The Company recognizes and confirms that UBS (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having assumed responsibility for independently verifying the same, (b) does not assume responsibility for the accuracy, completeness, or reasonableness of the Information and such other information, and (c) will not make an appraisal of any assets or liabilities (contingent or otherwise) of the Company, any other Debtor or a potential transaction party. To the best of the Company's knowledge, the Information regarding the Company or any other Debtor to be furnished by or on behalf of the Company which is intended for the benefit of any current or potential investors in connection with the transactions contemplated by this Agreement, when delivered, will be complete and correct in all material respects and will not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained therein (in the aggregate) not misleading in light of the circumstances under which such statements are made. The Company shall promptly notify UBS if the Company learns of any material inaccuracy or misstatement in, or material omission from, any Information previously delivered to UBS. The Information the Company provides to UBS is to be used for the purposes of advising and guiding the Company regarding certain transactions subject to this Agreement. UBS may request, and the Company shall provide, information and/or documents that UBS requires or deems appropriate in connection with UBS's compliance with the USA Patriot Act and other applicable

law. The Company agrees and acknowledges that UBS may share such information or documents as necessary or appropriate to comply with applicable law.

7. In the event any Transaction involves an exchange offer, tender offer, or consent solicitation, prior to the commencement thereof the Company may enter into with UBS a separate dealer manager or other appropriate agreement substantially in the form of the dealer manager or other appropriate agreement (including appropriate representations, legal opinions and fees) customary for UBS in similar transactions.

8. The UBS deal team for this engagement will be led by Asad Kazim, David Descoteaux and/or Alan Felder. UBS agrees that if, during the Term but prior to execution of a definitive or other binding agreement to effect a Transaction or the public announcement of a Transaction, two out of three of the specified deal team members can no longer serve on the deal team, then UBS will forthwith replace such members with one or more individuals having the relevant experience (the "New Team Members"); *provided* that if the Company is not reasonably satisfied with the New Team Members it shall notify UBS within 30 days of their appointment and UBS shall have an additional 15 days to appoint another member reasonably acceptable to the Company and if UBS is unable to do so, then the Company may elect to pay UBS seventy-five (75%) percent of the UBS Fees when payable.

9. UBS's services under this Agreement shall terminate by either UBS or the Company giving the other party thirty (30) days prior written notice at any time (the "Termination Date"). If this Agreement is so terminated, UBS shall (a) be compensated as provided herein to the Termination Date (or through the Tail Period, as applicable); (b) be entitled to reimbursement as provided in Section 2 of this Agreement for any costs and expenses incurred through the Termination Date, plus any costs and expenses incurred by UBS after the Termination Date to enforce its rights hereunder; (c) have no further obligations or responsibilities under this Agreement after the Termination Date; (d) have no liability based in whole or in part upon, arising out of, or related to this Agreement, including, without limitation, any failure to complete any services covered by this Agreement, and (e) be paid all amounts withheld pursuant to any order of the Bankruptcy Court. Sections 2, 4, 5, 6 (other than the first sentence thereof) and 9 through 16 hereof and the indemnification and other agreements set forth in Annex B hereto shall remain in full force and effect regardless of such termination. Notwithstanding any such termination described above, UBS shall be entitled to payment in full of any Restructuring Transaction Fee on the terms set forth in Section 2(b), Sale Transaction Fee on the terms set forth in Section 2(c) or Financing Transaction Fee on the terms set forth in Section 2(d).

10. UBS may, at its own expense and after review of the announcement by the Company, place customary tombstone announcements or advertisements in financial newspapers and journals describing its services hereunder at any time after a Transaction has been consummated.

11. The Company acknowledges and agrees that UBS has been retained to act solely as an advisor to the Company, and not as an advisor to any other person, and the Company's engagement of UBS is not intended to confer rights upon any person (including, without limitation, shareholders, employees, or creditors of the Company) not a party hereto as against

UBS or UBS's affiliates, or their respective directors, officers, employees, agents, successors, or assigns. In rendering its services to the Company hereunder, UBS is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Transaction. The Company agrees that UBS shall not have any obligation or responsibility to provide "crisis management" services for the Company or to provide any solvency or fairness opinion in connection with any Transaction.

12. UBS Group AG (the indirect parent of UBS) and its subsidiaries, branches, and affiliates (collectively, the "UBS Group") are involved in a wide range of commercial banking, investment banking and other activities (including investment management, corporate finance, securities issuing, trading, and research) from which conflicting interests, or duties, may arise. Information which is held elsewhere within UBS or within the UBS Group but of which none of the individuals in the Investment Banking Department of UBS involved in providing the services contemplated by this engagement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining UBS's responsibilities to the Company under this engagement. Neither UBS nor any other part of the UBS Group will have any duty to disclose to the Company or utilize for the Company's benefit any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on its own account or otherwise), or otherwise carrying on its business. In addition, in the ordinary course of business, UBS and its affiliates and employees may hold or trade loans or other debt or equity securities of the Company and any potential party to a Transaction for its own account and for the accounts of customers, and may at any time hold a long or short position in such loans or other debt or equity securities.

13. The Company agrees to the indemnification and other agreements set forth in Annex B attached hereto, the provisions of which are incorporated herein by reference and shall survive the termination, expiration, or supersession of this Agreement. UBS is an independent contractor with the contractual obligations described herein owing solely to the Company. UBS expressly disclaim any fiduciary or agent duty. The Company hereby agrees to the acknowledgements and disclosures set forth in Annex C.

14. THIS AGREEMENT AND ANY CLAIM, COUNTERCLAIM, OR DISPUTE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT ("CLAIM"), DIRECTLY OR INDIRECTLY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT OTHERWISE GOVERNED BY THE BANKRUPTCY CODE. EXCEPT AS SET FORTH BELOW, NO CLAIM MAY BE COMMENCED, PROSECUTED, OR CONTINUED IN ANY COURT OTHER THAN IN UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE COMPANY AND UBS CONSENT TO THE JURISDICTION OF SUCH COURT AND PERSONAL SERVICE WITH RESPECT THERETO; PROVIDED THAT IF THE CHAPTER 11 CASE IS DISMISSED OR THE BANKRUPTCY COURT DOES NOT HAVE OR DECLINES TO EXERCISE JURISDICTION FOR ANY REASON, THEN THE PARTIES SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. THE

UBS

COMPANY HEREBY CONSENTS TO PERSONAL JURISDICTION, SERVICE, AND VENUE IN ANY COURT IN WHICH ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT IS BROUGHT BY ANY THIRD PARTY AGAINST UBS OR ANY INDEMNIFIED PARTY. EACH OF UBS AND THE COMPANY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY PROCEEDING OR COUNTERCLAIM BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON THE COMPANY AND MAY BE ENFORCED IN ANY OTHER COURTS TO THE JURISDICTION OF WHICH THE COMPANY IS OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.

15. This Agreement (including the attached indemnification provisions) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both UBS and the Company. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

16. This Agreement shall be binding upon UBS and the Company and their respective successors and assigns and any successor or assign of any substantial portion of the Company's and UBS's respective businesses and/or assets. The Co-Successor Trustee represents and warrants that it is authorized to execute this Agreement, including the Annexes hereto, on behalf of each of the Debtors. In the event that a Transaction is effected through or with respect to an entity other than the Company, including any of the other Debtors, then the Company shall cause such entity to assume and honor, jointly and severally with the Company, the obligations and liabilities of the Company hereunder, including, without limitation, the Company's obligations and liabilities pursuant to provisions concerning indemnification, contribution, and the Company's obligation to pay fees and to reimburse expenses contained herein and in the attached indemnification provisions.

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If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

Very truly yours,

UBS SECURITIES LLC

By: _____
Name: David Descoteaux
Title: Managing Director

By: _____
Name: Alan Felder
Title: Managing Director

Accepted and agreed to as of
the date first above written:

THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

By: _____
Name: Gary Gnuse
Title: Co-Successor Trustee

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Annex A

1. For the purposes hereof, "Sale Transaction Value" shall equal the sum of (A) (i) in the case of the sale or exchange of equity securities, (a) the total consideration received or to be received for such securities (including, for purposes of this clause (A)(i), amounts payable to holders of options, warrants and convertible securities and amounts in escrow), (b) payments made in installments, plus (c) amounts payable in connection with the Sale Transaction under consulting agreements, agreements not to compete or similar arrangements (including such payments to management) and other contingent payments (whether or not related to future earnings or operations), in each case under this sub-clause (c) to the extent constituting consideration for the Transaction and not for ordinary course services (including management company fees) to be provided in the future on customary market terms; and (ii) in the case of a sale or disposition of assets, the total consideration paid or received or to be paid or received for such assets (including amounts in escrow and installment payments), plus contingent payments (whether or not related to future earnings or operations) and (B) (i) in the case of the sale or exchange of equity securities, the principal amount of all indebtedness for borrowed money as set forth on the most recent consolidated balance sheet of the acquired company prior to the consummation of such sale or exchange (less the amount of cash and cash equivalents up to but not exceeding the total amount of indebtedness, set forth on such balance sheet) (the "Balance Sheet") and (ii) in the case of a sale or disposition of assets, the principal amount of all indebtedness for borrowed money and other liabilities of the seller assumed by the acquiror.

2. In the case of a joint or collaborative venture, strategic alliance or similar transaction (a "Joint Venture"), Sale Transaction Value shall equal (i) the aggregate value, as mutually agreed upon by the Company and UBS in good faith, of the proceeds, assets and other consideration payable or to be contributed to such Joint Venture by all parties to such Joint Venture in connection with a Sale Transaction (which shall be deemed to include installment or contingent amounts and other payments), including, without limitation, cash, notes, securities, intellectual property, licenses, distribution agreements and other property; or (ii) in the event such Sale Transaction does not involve the payment or contribution of consideration to a Joint Venture, such amount as mutually agreed upon by the Company and UBS in good faith; *provided* that if the parties hereto are unable to agree to any of the aforesaid, then such issue may be presented to the Bankruptcy Court for determination.

3. Notwithstanding any provision in this Agreement to the contrary, if all or a portion of Sale Transaction Value consists of contingent or installment payments, then that portion of the Sale Transaction Fee attributable thereto shall be payable, at the option of UBS, either (i) upon consummation of the Sale Transaction, calculated at the present value of such amounts, based on a discount rate to be mutually agreed upon by the Company and UBS (or if the parties are not able to agree on a discount rate, then the issue may be presented to the Bankruptcy Court for determination) or (ii) when such amounts are received by the Company.

4. Sale Transaction Value also shall include the aggregate amount of any (i) dividends or other distributions declared by the acquired company with respect to its securities after the date of the Balance Sheet, other than normal recurring cash dividends in amounts not materially

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greater than currently paid and (ii) amounts payable by the acquired company to repurchase any securities of the acquired company outstanding on the date of the Balance Sheet (excluding repurchases pursuant to and consistent with the currently existing stock repurchase program of the acquired company).

5. For purposes of calculating the Sale Transaction Fee, equity securities constituting a part of the consideration payable in the Sale Transaction that are traded on a national securities exchange or quoted on The NASDAQ Stock Market shall be valued at the closing price on the trading day immediately prior to closing of the Sale Transaction (the "Last Trading Day"). Such equity securities which are traded in an over-the-counter market shall be valued at the mean between the latest bid and asked prices on the Last Trading Day. Any debt or other securities or other property shall be valued as the Company and UBS may mutually agree.

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Annex B
UBS SECURITIES LLC INDEMNIFICATION AGREEMENT

In connection with the engagement of UBS Securities LLC ("UBS") to advise and assist the Revocable Trust dated December 28, 1989 as Amended and Restated (the "Company"), a debtor and debtor-in-possession in a chapter 11 case (the "Chapter 11 Case") pending in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court"), Case No. 16-21142 et. seq, pursuant to the terms of that certain letter agreement, dated as of September 14, 2016, between the Company and UBS (the "Agreement"), in the event that UBS becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry, actual or threatened, (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "Proceeding") (i) in connection with or arising out of any untrue statement or alleged untrue statement of a material fact contained in any information provided to any prospective transaction parties by or on behalf of the Company or any other Debtor (which shall be deemed to include the Company's or any other Debtor's public filings) or any omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) otherwise in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities provided prior to the Effective Date of the Agreement, the Company, together with the other Debtors (jointly and severally), agrees to indemnify, defend and hold UBS harmless to the fullest extent permitted by law, from and against any losses, claims, damages, liabilities and expenses in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, including, without limitation, related services and activities provided prior to the Effective Date of the Agreement, except in the case of clause (ii) above only, to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such losses, claims, damages, liabilities and expenses resulted primarily from the gross negligence or willful misconduct of UBS (including the gross negligence or willful misconduct of any UBS party entitled to indemnification hereunder). In addition, in the event that UBS becomes involved in any capacity in any Proceeding in connection with any matter in any way relating to or referred to in the Agreement or arising out of the matters contemplated by the Agreement, the Company shall reimburse UBS for its reasonable legal and other expenses (including the cost of any investigation and preparation) as such expenses are incurred by UBS in connection therewith. The Company shall not settle any Proceeding in respect of which indemnity may be sought hereunder, whether or not UBS is an actual or potential party to such Proceeding, without UBS's prior written consent, which may not be unreasonably withheld, delayed or conditioned). For purposes of this Indemnification Agreement, UBS shall include UBS Securities LLC, any of its affiliates, each other person, if any, controlling UBS or any of its affiliates, their respective officers, current and former directors, employees, attorneys, representatives and agents, and the successors and assigns of all of the foregoing persons. The foregoing indemnity and contribution agreement shall be in addition to any rights that any indemnified party may have at common law or otherwise.

The Company agrees that neither UBS nor any of its affiliates, directors, agents, employees, attorney, representatives or controlling persons shall have any liability to the Company, any other Debtor or any person asserting claims on behalf of or in right of the

Company or any other Debtor in connection with or as a result of either UBS's engagement under the Agreement or any matter referred to in the Agreement, including, without limitation, related services and activities provided prior to the Effective Date of the Agreement, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any losses, claims, damages, liabilities or expenses incurred by the Company resulted primarily from the gross negligence or willful misconduct of UBS (including the gross negligence or willful misconduct of any UBS party entitled to indemnification hereunder) in performing the services that are the subject of the Agreement.

Promptly after its receipt of notice of the commencement of any Proceeding, UBS will, if a claim in respect thereof is to be made against it pursuant to the Agreement, notify the Company in writing of the commencement thereof; but omission to so notify the Company will not relieve the Company or any other Debtor from any liability that the Company or such Debtor may have to UBS, except its obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that the Company or such Debtor suffers substantial prejudice as a result of such failure or delay, as determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review, but will not relieve the Company or such from its obligation to provide reimbursement of expenses and any liability that the Company may have to UBS otherwise than under the Agreement. If the Company so elects, the Company may assume the defense of such Proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to UBS) and payment of expenses, provided, that the Company permits UBS and counsel retained by UBS at its own expense to participate in such defense. Notwithstanding the foregoing, (i) in the event the Company fails promptly to assume the defense and employ counsel reasonably satisfactory to UBS, UBS may employ separate counsel (in addition to any local counsel) to represent or defend UBS in such Proceeding, and the Company will pay the reasonable fees and disbursements of such separate counsel as incurred, and (ii) unless otherwise agreed by UBS, the Company shall not be entitled to assume the defense of any Proceeding (x) for which UBS reasonably determines, after receipt of advice of counsel, that there exist actual or potential conflicting interests between the Company or its counsel and UBS, or (y) that is commenced in connection with the Chapter 11 Case; provided, however, that the Company will not, in connection with any one such Proceeding, or separate but substantially similar Proceedings arising out of the same general allegations, be liable for reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

THESE INDEMNIFICATION PROVISIONS AND ANY CLAIM, COUNTERCLAIM OR DISPUTE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING HERETO ("CLAIM"), DIRECTLY OR INDIRECTLY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE. EXCEPT AS SET FORTH BELOW, NO CLAIM MAY BE COMMENCED, PROSECUTED OR CONTINUED IN ANY COURT OTHER THAN THE BANKRUPTCY COURT, PROVIDED THAT IF THE CHAPTER 11 CASE IS DISMISSED OF THE BANKRUPTCY COURT DOES NOT HAVE OR DECLINES TO EXERCISE JURISDICTION FOR ANY REASON, THEN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY AND COUNTY OF NEW YORK OR IN THE UNITED

STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE ADJUDICATION OF SUCH MATTERS, AND THE COMPANY AND UBS CONSENT TO THE JURISDICTION OF SUCH COURTS AND PERSONAL SERVICE WITH RESPECT THERETO. THE COMPANY HEREBY CONSENTS TO PERSONAL JURISDICTION, SERVICE AND VENUE IN ANY COURT IN WHICH ANY CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT IS BROUGHT BY ANY THIRD PARTY AGAINST UBS OR ANY INDEMNIFIED PARTY. EACH OF UBS AND THE COMPANY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR CLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT. THE COMPANY AGREES THAT A FINAL JUDGMENT IN ANY PROCEEDING OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON THE COMPANY AND MAY BE ENFORCED IN ANY OTHER COURTS TO THE JURISDICTION OF WHICH THE COMPANY IS OR MAY BE SUBJECT, BY SUIT UPON SUCH JUDGMENT.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement.

UBS

The foregoing indemnification provisions shall remain in full force and effect notwithstanding any termination of UBS's engagement.

Accepted and agreed to as of
the 14th day of September, 2016:

THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED FOR ITSELF AND ON BEHALF OF THE CHAPTER 11 DEBTORS THAT HAVE FILED CHAPTER 11 CASES IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS IN WHICH THE LEAD CASE IS JOHN Q. HAMMONS FALL 2006, L.L.C. CASE NO. 16-21142

By: _____
Name: Gary Gruber
Title: Co-Successor Trustee

UBS SECURITIES LLC

By: _____
Name: David Descoteaux
Title: Managing Director

By: _____
Name: Alan Felder
Title: Managing Director

UBS

Annex C

FINRA Suitability. Pursuant to FINRA Rule 2111, the Company acknowledges that (i) the Company is capable of evaluating investment risks independently, both in general and with regard to transactions and investment strategies involving a security or securities and will exercise independent judgment in evaluating recommendations (if any) of UBS and its associated persons, and (ii) the Company is an Institutional Account as defined in FINRA Rule 4512(c).

USA Patriot Act. UBS is required to obtain, verify, and record information that identifies the Company in a manner that satisfies the requirements of and in accordance with the USA Patriot Act.

Business Continuity. UBS maintains a business continuing plan that is reviewed annually and is updated as necessary. Our disclosure statement is available on our website at www.ubs.com/global/en/legalinfo2/usa/business_continuity

UBS Investment Bank is a business division of UBS AG.
UBS Securities LLC is a subsidiary of UBS AG.