

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

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

**DEBTORS' FIFTH SUPPLEMENT TO SECOND MOTION TO EXTEND DEADLINE
(BY CONSENT) TO ASSUME OR REJECT CERTAIN UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY**

NOW COMES the above-captioned debtors (collectively, the "Debtors") and hereby file this Fifth Supplement to *Debtors' Second Motion To Extend Deadline (By Consent) To Assume Or Reject Certain Unexpired Leases Of Nonresidential Real Property* filed in the above captioned bankruptcy case.

BACKGROUND

1. On June 26, 2016 (the "Commencement Date"), the Debtors commenced chapter 11 bankruptcy cases by filing their bankruptcy petitions.

2. On December 19, 2016, the Debtors filed their *Second Motion To Extend Deadline (By Consent) To Assume Or Reject Certain Unexpired Leases Of Nonresidential Real Property* (the "Extension Motion") in which Debtors seek to extend the deadline by when the Debtors must assume or reject specific unexpired leases of nonresidential real property pursuant to §365(d)(4)(B)(ii) of the Bankruptcy Code. Doc. No 706.

3. On January 11, 2017, the Court entered an order granting the Extension Motion (the "Extension Order"). Doc. No. 763.

4. This Fifth Supplement attaches Stipulation Number 45 between the Debtors and the City of St. Charles, Missouri, which the aforementioned parties agreed to extend the deadline by which the Debtors must assume or reject that certain lease described in the stipulation attached

hereto.¹

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By: /s/ Mark Shaiken

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COUNSEL FOR THE DEBTORS

¹ The Debtors reserve any and all other rights with respect to the Lease, including the ability to seek a determination in the future that a particular Lease may not be a true lease.

STIPULATION 45

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re:)	
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JOHN Q. HAMMONS FALL 2006, LLC, <i>et al.</i> ,)	Case No. 16-21142
)	
Debtors.)	(Jointly Administered)
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**STIPULATION AND AGREEMENT EXTENDING DEADLINE TO ASSUME OR
REJECT UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY**

This Stipulation And Agreement Extending Deadline To Assume Or Reject Unexpired Lease Of Nonresidential Real Property pursuant to 11 U.S.C. §365(d)(4)(B)(ii) (the "Stipulation") is entered into and executed by the City of St. Charles, Missouri, a constitutional charter city of the State of Missouri ("Lessor"), and Richard Hammons, LP, a Delaware limited partnership (the "Debtor").¹ Pursuant to the below, the Parties hereto stipulate and agree and follows:

RECITALS

WHEREAS, the Debtor filed a voluntary petition for relief in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") at case number BK 16-21209 on June 26, 2016 (the "Commencement Date").²

WHEREAS, the Debtor remains in possession of its assets, and continues to operate pursuant to 11 U.S.C. §§ 1101, 1107, and 1108.

WHEREAS, the Debtor and the Lessor are parties to that certain unexpired non-residential real property lease described on Exhibit "A", which is attached and incorporated hereto, as may have been amended, modified, renewed, extended, or guaranteed (the "Lease") which Lease covers the real property described in the Lease and briefly described on Exhibit "A".

WHEREAS, on October 14, 2016, the Bankruptcy Court entered an order at Filing No. 579 filed in the bankruptcy case of John Q. Hammons Fall 2006, LLC, BK 16-21142 (the "Order") granting the certain *Motion To Extend Deadline To Assume Or Reject Certain Unexpired Leases Of Nonresidential Real Property* (the "Motion") at Filing No. 537 in case number BK 16-21142 by which the Bankruptcy Court, pursuant to 11 U.S.C. §365(d)(4)(B)(i), extended the period within which the Debtor may assume or reject unexpired leases of non-residential real property, including the Lease, through and including January 22, 2017 (the "Assumption/Rejection Period").

¹ Debtor and the Lessor may be referred to herein as the Parties

² Administratively consolidated with John Q. Hammons Fall 2006, LLC, BK 16-21142

WHEREAS, the Parties hereto have agreed, as permitted by and pursuant to 11 U.S.C. §365(d)(4)(B)(ii), to further extend the Assumption/Rejection Period as provided for herein.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED THAT:

1. Extension. Pursuant to 11 U.S.C. §365(d)(4)(B)(ii), the Assumption/Rejection Period is extended by this agreement of the Parties to the Lease, through and including the earlier of: (i) the entry of an order of the Bankruptcy Court granting Debtor's request to assume or reject the Lease pursuant to 11 U.S.C. §365; or (ii) the entry of order of the Bankruptcy Court confirming any chapter 11 plan of reorganization proffered by the Debtor (the "Extended Assumption/Rejection Period").

2. Continuity of Rental Payments. The Debtor shall perform its obligations under the Lease during the Extended Assumption/Rejection Period as required by the Bankruptcy Code, including payment of rent when due under the Lease; provided however that the Debtor's obligations to perform under the Lease shall be deemed terminated following the entry of an order of the Bankruptcy Court granting a request of the Debtor to reject, pursuant to 11 U.S.C. §365, the Lease.

3. No Admission. Nothing herein is intended to be or should be construed as an admission as to the validity of any claim against Debtor, a waiver of Debtor's rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under 11 U.S.C. §365. Debtor expressly reserves its rights to contest any alleged claim arising from or related to any obligation or agreement described herein under applicable bankruptcy and non-bankruptcy law.

4. Authority to Sign. Each Party has the full right, power, authority and capacity to enter into this Stipulation, and each individual signing this Stipulation on behalf of an entity represents and warrants that he or she has the full right, power, authority and capacity to sign this Stipulation on behalf of the entity for which he or she has signed this Stipulation, and no consent, approval, filing or other action is required as a condition to or in connection with the execution, delivery and performance of this Stipulation by him or her (that has not been obtained or taken);

5. Entire Stipulation; Amendments. This Stipulation contains the entire agreement and understanding between the Parties pertaining to the subject matter herein and supersedes any and all prior and/or contemporaneous oral or written agreements and understandings, if any, of the Parties in connection therewith. No change, alteration, modification, termination or amendment of this Stipulation shall be effective or binding unless set forth in a written instrument signed by all the Parties.

6. Binding Nature. This Stipulation shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, estates successors and assigns.

7. Counterparts. This Stipulation may be executed in counterparts and each such fully-executed counterpart shall constitute an original, all of which together shall constitute one

and the same written agreement, and be binding and effective as to all of the Parties. The exchange of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Stipulation by the Parties.

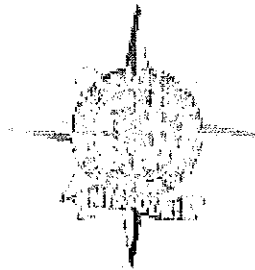
8. Retention of Jurisdiction. This Bankruptcy Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

St. Charles, Missouri, a constitutional charter city of the State of Missouri, Lessor

By: Sally A. Faith
Sally A. Faith, Mayor

Date: 1/17/2017

Attest: [Signature]
City Clerk



AND

Richard Hammons, LP, Debtor

By: [Signature]
Its: Vice President
Date: 1-18-2017

Exhibit "A" – Lease

Property Description	Lessor Name	Lessee Name	Document Title	Lease Date
St. Charles, MO Embassy Suites and Convention Center	City of St. Charles, Missouri	Richard Hammons, LP	Hotel Ground Lease Agreement, including the following: (1) First Amendment to Hotel Ground Lease Agreement; (2) Ground Lease Estoppel, Consent and Amendment to Lease; (3) Hotel Redevelopment Agreement; and (4) Access and Parking Easement Agreement	5/1/2003