

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

In re:  JOHN Q. HAMMONS FALL 2006, LLC, <i>et al.</i> , <sup>1</sup>  Debtors.	§ § § § § § § § §	Case No. 16-21142-11  (Chapter 11)  (Jointly Administered)
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**CERTIFICATE OF SERVICE RE:**

Docket No. 832	AMENDED ORDER APPROVING DEBTORS' MOTION TO USE CASH COLLATERAL AND GRANT OF ADEQUATE PROTECTION [Re: Docket No. 731] [copy attached hereto as Exhibit 1]
Docket No. 833	JOINT MOTION OF DEBTORS AND SFI BELMONT LLC FOR ORDER AUTHORIZING TRANSFER OF CERTAIN ESTATE PROPERTY AND RESERVATION OF RIGHTS [copy attached hereto as Exhibit 2]

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<sup>1</sup> The Debtors in this case are: ACLOST, LLC, Bricktown Residence Catering Co., Inc., Chateau Catering Co., Inc., Chateau Lake, LLC, 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 Colorado, LLC, Hammons of Franklin, 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 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.; City Centre Hotel Corporation; Hammons of Arkansas, LLC; Hammons of Frisco, LLC; John Q. Hammons Center, LLC

- Docket No. 834 NOTICE OF OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-EVIDENTIARY HEARING [Re: Docket No. 833]  
[copy attached hereto as Exhibit 3]
- Docket No. 836 NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENT OF PROFESSIONAL FEES AND EXPENSES INCURRED BY STINSON LEONARD STREET LLP AS COUNSEL FOR THE DEBTORS [copy attached hereto as Exhibit 4]
- Docket No. 837 NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENT OF PROFESSIONAL FEES AND EXPENSES INCURRED BY SEYFERTH BLUMENTHAL & HARRIS LLC AS SPECIAL COUNSEL FOR THE DEBTORS  
[copy attached hereto as Exhibit 5]
- Docket No. 838 NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENTS OF PROFESSIONAL FEES AND EXPENSES INCURRED BY DAVIS & CAMPBELL LLC AS SPECIAL COUNSEL FOR THE DEBTORS [copy attached hereto as Exhibit 6]
- Exhibit 7 DAVIS & CAMPBELL L.L.C INVOICE FOR DECEMBER, 2016  
[copy not attached hereto]
- Exhibit 8 SEYFERTH BLUMENTHAL & HARRIS LLC INVOICE FOR DECEMBER, 2016 [copy not attached hereto]
- Exhibit 9 STINSON LEONARD STREET INVOICE FOR DECEMBER, 2016  
[copy not attached hereto]

I, James H. Myers, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o BMC Group, Inc., 3732 West 120th Street, Hawthorne, California 90250.

2. On January 27 2017, at the direction of Stinson Leonard Street LLP, counsel for the debtors, the above referenced documents were served on the parties listed in Exhibits A through C via the modes of service indicated thereon:

Exhibit A The Master Service List Parties Address List regarding Docket Nos. 832, 833, 834, 836, 837 and 838

Exhibit B      The Affected Parties Address List regarding Docket Nos. 833 and 834

Exhibit C      The Interested Parties Address List regarding Docket Nos. 836, 837 and  
838 and Exhibits 7, 8 and 9

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

Executed on the 30<sup>th</sup> day of January 2017 at Hawthorne, California.

A handwritten signature in black ink, appearing to read "James H. Myers", is written over a horizontal line.

James H. Myers

## **EXHIBIT 1**



The relief described hereinbelow is SO ORDERED.

SIGNED this 27th day of January, 2017.

*Robert D. Berger*  
Robert D. Berger  
United States Bankruptcy Judge

**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)  
 )

**AMENDED ORDER APPROVING DEBTORS' MOTION TO USE CASH  
COLLATERAL AND GRANT OF ADEQUATE PROTECTION**

Upon the motion (the "Motion")<sup>1</sup> of the above-captioned debtors (collectively, the "Debtors") for entry of an order approving each of the Debtors to use cash collateral and granting adequate protection; the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of Debtors, their estates, their creditors and other parties-in-interest; and it appearing that notice of the hearing on the relief sought in the Motion was good and sufficient under the particular circumstances and that no

<sup>1</sup> Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Motion.

other or further notice need be given; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby ORDERED THAT:

1. The Court has previously approved the Debtors' continuous use of cash collateral in orders entered at ECF Docs. 48, 225, 361, 500, 526, 553 and 578, which approval will expire January 31, 2017 (the "Prior Orders"). The Motion seeks permission to continue to use cash collateral under the same terms and conditions as the Prior Orders pursuant to the budgets attached to the Motion (the "Budgets").

2. The relief sought in the Motion is GRANTED.

3. Cash Collateral<sup>2</sup> the Debtors receive in their normal and ordinary business operations both before and after the Commencement Date and from all sources constitutes cash in which the Lenders (as set forth on Exhibit A hereto, which shall also be deemed to include Hawthorn Bank's interest in the cash collateral generated from the operation of the Jordan Valley Car Park located in Springfield, Missouri) may have an interest pursuant to § 363 of the Bankruptcy Code and therefore, the Debtors must obtain the Lenders' consent or an order of the Court to use the Cash Collateral.<sup>3</sup>

4. The Debtors' operations are such that they have sufficient cash flow to continue to pay the Lenders the regularly scheduled monthly payment due to the Lenders under the terms of the loan documents in existence on the Commencement Date with such payments based on the non-default rate of interest provided for in such loan documents (the "Adequate Protection Payments").<sup>4</sup>

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<sup>2</sup> Capitalized terms shall have the same meaning as set forth in the motions granted pursuant to the Prior Orders unless otherwise defined herein.

<sup>3</sup> Not all the cash received by the Debtors is subject to security interests as set forth in the Motion.

<sup>4</sup> To the extent that a Lender's loan has matured, the Debtors will make what would have been the regularly scheduled payments under the loan documents to the Lender calculated as if such loan had not yet matured.

5. The Debtors contend that the Lenders' collateral is not diminishing in value and no Lender has asserted that their collateral is diminishing in value. As a result, the Debtors submit that the payment to the Lenders of the Adequate Protection Payments and the provision of the other forms of adequate protection set forth herein more than protects the Lenders under §§ 361 and 363(c), (e) of the Bankruptcy Code.

6. Subject to the terms of this Order set forth hereafter, the Debtors are authorized to use cash collateral for a period through and including December 31, 2017, pursuant to the budgets attached as Exhibit C to the Motion, as amended by the amended cash collateral budgets for Springfield University Plaza Hotel and East Peoria Embassy Suites filed at ECF Doc. 813 (collectively the "Budgets"), and under the following terms and conditions:

7. **Deposit of Post Petition Funds and Bank Account Structure.** All cash in Debtors' possession, under their control, or received by them hereafter, including the Cash Collateral, shall be deposited pursuant to the cash management attachments to the Debtors' motion to continue to use existing bank accounts, check stock, existing business forms and their cash management systems as they existed on the Commencement Date (ECF Doc. 17) (the "Cash Management Motion" and such bank accounts are collectively referred to as the "Cash Collateral Accounts"). The Debtors shall maintain no other bank accounts except the Cash Collateral Accounts without the written consent of the Lenders or an order of the Court obtained upon notice to the Lenders and an opportunity for a hearing. In particular the structure of the Cash Collateral Accounts set forth in the Cash Management Motion shall continue to be used by the Debtors pending further order of the Court.

8. **Adequate Protection Payments.** The Debtors shall, and shall continue to, make the Adequate Protection Payments.

9. **Expenditure of Cash.** In conjunction with the delivery of the Adequate Protection Payments, the Debtor should be permitted to spend Cash Collateral for the purposes and in the amounts set forth in the Budgets. The Budgets includes expenditures for the operation of the hotel properties, the non-hotel properties owned by the Trust, as well as capital expenditures necessary to maintain the condition of the hotels and non-hotel properties and additionally remain in compliance with the various hotel franchisors. The Debtors should not, during any particular month, exceed the budgeted amount for any particular line item of operating expenses by more than fifteen percent (15%), or the aggregate budgeted amount of operating expenses for any particular month by more than fifteen percent (15%), without prior approval of the Lenders, or as otherwise authorized pursuant to a separate order of the Court; *provided however*, that expenses budgeted for prior months but not paid during the month budgeted may be paid in a subsequent month. All cash not spent on the line items set forth in the Budget should remain in the Cash Collateral Accounts subject to the terms of this Order and any further orders granting the use of cash collateral and adequate protection.

10. **Franchisor Provisions.**

(a) Notwithstanding the provisions set forth in paragraph 9 hereof, The Debtors shall continue to pay all franchise fees and reimbursable expenses (the "Franchisor Fees and Expenses") due to Marriott International Inc. ("Marriott"), Holiday Hospitality Franchising LLC ("HHF"), HLT Existing Franchise LLC ("Hilton"), and The Sheraton, LLC ("Starwood" and along with Marriott, Holiday Inn, Hilton and Starwood, collectively the "Franchisors") arising under any franchise agreements and/or related documents associated therewith (collectively the "Franchise Agreements"). Without limiting the foregoing, notwithstanding anything set forth elsewhere in this Order, the

Budgets (and the variances set forth therein) shall not operate as a cap, limit, or restriction on the payment of fees, royalties and expenses owed and to be paid to the Franchisors, which fees, royalties, and expenses shall be fully and timely paid in accordance with the terms of the Franchise Agreements.

(b) Unless the Debtors and a Franchisor agrees otherwise in writing, the Debtors shall confirm to the Franchisors in writing that sufficient funds have been reserved or escrowed and shall continue to be reserved or escrowed to perform any renovations as may be required by the Franchise Agreements.

11. **Adequate Protection – Insurance and Taxes.** The Debtors shall continue to carry all necessary and required insurance in the types and amounts as they did pre-petition to insure their properties and shall make and continue to pay applicable real, personal, hospitality, franchise, business, and related taxes as they come due.

12. **Adequate Protection - Replacement Liens for the Lenders.** As adequate protection for the post-petition use of Cash Collateral as set forth herein, the Court hereby grants, ratifies and confirms the grant to each Lender of a valid and duly perfected continuing security interest in and lien on and against its Collateral and any proceeds therefrom, whether presently owned or hereafter acquired, and wherever located with the same priority as existed prior to the Commencement Date, which liens shall be deemed automatically perfected without any further action by the Lender; *provided however*, that such grant of such security interests and liens shall secure the diminution in the value, if any, of the Collateral in which each Lender had valid and perfected liens and security interests as of the Commencement Date, that may occur during this case, and the use of Cash Collateral to the extent required, and *further provided however*, that (a) the extent of such replacement liens and adequate protection should be subject to the provisions

of § 552(b) of the Bankruptcy Code; and (b) nothing in this paragraph 11 limits the rights of any Lender under § 552(b) of the Bankruptcy Code.

13. **Reports.** On the 25th day of each month, for each Franchisor and secured lender who so requests, the Debtors should deliver to such Franchisor and Lender a report showing a monthly reconciliation of budgeted to actual expenses for the previous calendar month, as well as the monthly STR report and a trailing twelve month financial statement.

14. **Information and Access.** The Debtors shall provide the Lenders, including the CMBS Lenders (defined below)<sup>5</sup> access to all non-privileged books, records, information and documents pertaining to the collateral that secures the debts owing to each of the Lenders as the Lenders shall reasonably request upon reasonable notice. In addition, the Debtors shall grant access to the Lenders and their professionals to their respective Collateral for the purpose of independent appraisals, audits and financial collateral reviews, property condition assessments and inspections. Such inspections and Collateral review shall take place upon reasonable notice and shall be conducted in such manner as to not interfere with the operations of the Collateral. Such on-site inspections shall be scheduled by contacting Micca Looney of the Debtors

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<sup>5</sup> "CMBS Lender" means each of (i) Wilmington Trust, National Association, as Trustee for the registered holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26, (ii) Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, by and through LNR Partners, LLC, solely in its capacity as Special Servicer, (iii) U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7, by and through LNR Partners, LLC, solely in its capacity as Special Servicer, (iv) U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3, by and through C-III Asset Management LLC, solely in its capacity as Special Servicer, and (v) Wells Fargo Bank, N.A., as successor to LaSalle Bank National Association, as Trustee for the registered holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates by and through LNR Partners, LLC, solely in its capacity as Special Servicer.

(micca.looney@jqh.com). Information and document requests shall be made through counsel.

15. **Term and Termination of this Order.** The Debtors are permitted to use cash collateral through and including December 31, 2017 unless terminated earlier by order of the Court.

16. **Reservation of Rights.** Nothing contained in the order granting this Motion should be construed as a waiver of any rights or remedies that any party hereto has under any documents, the Bankruptcy Code, or applicable law.

17. **Effective Immediately.** This Order shall be effective and enforceable immediately upon entry hereof.

18. **SFI Order.** The Court has previously entered an order agreed to by the Debtors and SFI Belmont, LLC ("SFI") with respect to cash collateral issues particular to SFI at ECF Doc. 500 (the "SFI Order"). The SFI Order shall remain in full force and effect and shall not be deemed to be modified by the terms of this Order other than the approval of the Budgets hereunder.

19. **City of La Vista Order.** The Court has previously entered an order agreed to by the Debtors and the City of La Vista, Nebraska ("City La Vista") with respect to cash collateral issues particular to City La Vista at ECF Doc. 361 (the "City of La Vista Order"). The City of La Vista Order shall remain in full force and effect and shall not be deemed to be modified by the terms of this Order other than the approval of the Budgets hereunder.

20. **Commerce Bank, Trustee.** Commerce Bank, N.A. ("Commerce") serves as trustee with respect to financing related to the Springfield Center City Development Corp., and in that capacity holds \$293,145.50 as collateral for obligations guaranteed by the Trust (the "Collateral Account"). The parties agree that the Collateral Account shall continue to be held by

Commerce and will not be used by the Debtors under this Order, all pending any further order of this Court. Commerce and the Debtors retain all rights, remedies and arguments related thereto.

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SUBMITTED:

STINSON LEONARD STREET LLP

By: /s/ Mark Shaiken  
Mark Shaiken KS # 11011  
Mark Carder KS # 11529  
1201 Walnut, Suite 2900  
Kansas City, MO 64106  
Telephone: (816) 842-8600  
Facsimile: (816) 691-3495  
[mark.shaiken@stinson.com](mailto:mark.shaiken@stinson.com)  
[mark.carder@stinson.com](mailto:mark.carder@stinson.com)

COUNSEL FOR THE DEBTORS

**EXHIBIT A – LIST OF LENDERS**

<b>Debtor Entity:</b>	<b>Parties With Interest in Cash Collateral:</b>	<b>Estimated Amount of Debt<sup>6</sup>:</b>
Chateau Lake, LLC	Wilmington Trust, National Association, as Trustee for the registered holders of Wells Fargo Commercial Mortgage Trust 2015-C26, Commercial Mortgage Pass-Through Certificates, Series 2015-C26 2100 Ross Avenue, Suite 2500 Dallas, TX 75201	\$45.1 million
Hammons of Huntsville, LLC JQH – Allen Development, LLC JQH – Concord Development, LLC JQH – Glendale, AZ Development, LLC JQH – Kansas City Development, LLC JQH – Murfreesboro Development, LLC JQH – Norman Development, LLC	Deutsche Bank Trust Company Americas, as Trustee, on behalf of the Registered Holders of Citigroup Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-GC33, and the holder of the related Serviced Companion Loan 1761 East St. Andrew Place Santa Ana, CA 92705	\$248 million
Hammons of Lincoln, LLC Hammons of New Mexico, LLC Hammons of Oklahoma City, LLC Hammons of Sioux Falls, LLC Hammons of South Carolina, LLC Hammons of Tulsa, LLC	U.S. Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7 209 South LaSalle Street, Suite 300 Chicago, IL 60604	\$136 million
John Q. Hammons Fall 2006, LLC	Wells Fargo, N.A., as successor to LaSalle Bank National Association, as Trustee for the registered holders of COMM 2006-C8 Commercial Mortgage Pass-Through Certificates, by and through LNR Partners, LLC, solely in its capacity as Special Servicer.	\$110 million
JQH – East Peoria Development, LLC	Morton Community Bank 2400 E. Washington Street East Peoria, IL 61611	\$31 million

<sup>6</sup> Nothing contained in the estimation of debt column shall in any way serve to constitute a determination of, or prejudice the Debtors or such lenders in any way as to, the amounts owing to such lenders, whether as set forth in their respective filed proofs of claim, the Debtors' schedules and statements of affairs as amended from time to time, or otherwise.

JQH – La Vista CY Development, LLC	First National Bank of Omaha 1620 Dodge Street Omaha, NE 68102	\$18.3 million
JQH – La Vista III Development, LLC	First National Bank of Omaha 1620 Dodge Street Omaha, NE 68102	\$30.5 million
JQH – Normal Development, LLC	Simmons First National Bank 425 West Capitol Avenue Little Rock, AR 72201	\$28 million
JQH – Oklahoma City Bricktown Development, LLC	Hawthorn Bank 321 W. Battlefield Springfield, MO 65807	\$18.5 million
JQH – Rogers Convention Center Development, LLC	Rogers Funding LLC 6900 East Camelback Road, Suite 607 Scottsdale, AZ 85251	\$71.2 million
JQH – San Marcos Development, LLC	Simmons First National Bank 425 West Capitol Avenue Little Rock, AR 72201	\$31 million
Revocable Trust of John Q. Hammons Dated December 28, 1989, as Amended and Restated	UMB Bank, N.A., as Trustee 2 South Broadway, Suite 413 St. Louis, MO 63102-1713	\$2.1 million
	Hawthorn Bank 132 E. High St Jefferson City, MO 65101	\$11.5 million
	Bank of Blue Valley 11935 Riley Overland Park, KS 66213	\$15 million
	First National Bank of Omaha 1620 Dodge Street Omaha, NE 68102	\$36.5 million
	Great Southern Bank 1451 E Battlefield Springfield, MO 65804	\$4.4 million
Richardson Hammons, LP	U.S. Bank National Association, as Trustee for the Registered Holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-3 209 South LaSalle Street, Suite 300	\$150 million

	Chicago, IL 60604	
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## **EXHIBIT 2**

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

**In re:** )  
 )  
**JOHN Q. HAMMONS FALL 2006, LLC, et al.,<sup>1</sup>** ) **Case No. 16-21142**  
 )  
**Debtors.** )  
 )

**JOINT MOTION OF DEBTORS AND SFI BELMONT LLC FOR ORDER  
AUTHORIZING TRANSFER OF CERTAIN ESTATE PROPERTY AND  
RESERVATION OF RIGHTS**

Debtors John Q. Hammons Fall 2006, LLC, *et al.* (“Debtors”) and SFI Belmont LLC (“SFI”), as a party-in-interest and secured creditor of certain of the above-captioned debtors and debtors-in-possession, by and through their respective counsel of record, agree and jointly move as follows:

**Background**

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<sup>1</sup> The Debtors in this case are: ACLOST, LLC, Bricktown Residence Catering Co., Inc., Chateau Catering Co., Inc., Chateau Lake, LLC, 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 Colorado, LLC, Hammons of Franklin, 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 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.

1. On June 26, 2016 (the "Petition Date"), certain of the Debtors filed their respective petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Kansas.

2. SFI is the holder of a loan made to certain of the Debtors (the "Loan"), and in this proceeding, is a creditor, and asserts it is a secured party. The Revocable Trust of John Q. Hammons dated December 28, 1989, and its wholly-owned subsidiary, Hammons, Inc. (together, "Guarantors"), both Debtors, guaranteed the Loan.

3. On November 7, 2016, SFI filed a proof of claim against each of the Guarantors, along with its borrower, John Q. Hammons Hotels Development, LLC, asserting a secured right to payment totaling \$183,815,766.98 (together, the "SFI Claims"). The SFI Claims were assigned claim numbers 220-222 by Debtors' claims agent. The parties reserve their rights and remedies with respect to the SFI Claims and any defenses to the SFI Claims or any other claims.

4. As collateral for guarantying the Loan, the Guarantors pledged their respective interests in and to certain preferred equity interests ("PEI") in Atrium Hotels, L.P. ("Atrium"), an affiliate of JD Holdings, LLC.

5. On account of the PEI, in the event of a liquidation of Atrium, the Debtors are entitled to collect up to the first \$335 million in proceeds of that liquidation. SFI asserts a first-priority pledge of and security interest in any proceeds received by or owed to the Debtors on account of the PEI (the "Proceeds").

6. Debtors and SFI have been informed that Atrium asserts that it has been liquidated. In connection with the purported liquidation, Guarantors received two cashier's checks totaling \$934,000.00 allegedly on account of such liquidation (the "Cashier's Checks"). Debtors: (a) dispute that the Cashier's Checks represent the total amount due and owing in

connection with the PEI and the liquidation; (b) have been informed and believe that substantially more proceeds from the liquidation of Atrium have been (or should have been) realized and should be remitted to Debtors, subject to SFI's security interests; (c) assert that additional liquidation proceeds are available, and reserves their rights to pursue collection of those proceeds; (d) reserve the right to collect the additional amounts the Debtors contend are owing on account of the PEI, subject to SFI's security interests; and (e) reserve any other rights, claims, defenses, and remedies in any way associated with the PEI and liquidation, whether as a right, claim, defense, offset, counterclaim, defense or remedy to any claim, whether filed by JD Holdings, its affiliates, or otherwise (collectively the "Collection and Other Rights").

7. The Stipulated Order Approving Debtors' Motion To Use Cash Collateral And Grant Of Adequate Protection To SFI Belmont LLC entered in these cases at ECF Doc. 500 (the "Stipulated Order") provides:

**Delivery of Certain Collateral.** No later than two (2) business days following the entry of this Order, the Debtors shall deliver and, if necessary, endorse to SFI the certified checks received from Atrium Hotels, L.P. dated September 21, 2015, in the aggregate amount of \$934,000 (the "Atrium Checks"). Any such delivery or endorsement of the Atrium Checks shall not constitute any accord and satisfaction, waiver, estoppel, or release and shall not prejudice in any way any claim or argument that additional amounts are due and owing in connection with the Debtors' Preferred Equity Interest in Atrium Hotels, L.P. f/k/a John Q. Hammons Hotels, L.P. The issue of how the proceeds of the Atrium Checks will be applied is expressly reserved. The delivery and endorsement shall be accomplished in a manner mutually acceptable to the Debtors and SFI to assure the safety of the Atrium Checks. The Debtors and SFI intend to move the Court for entry of any order confirming that the endorsement by the Debtors, and/or SFI's negotiation, depositing, and/or cashing, of the Atrium Checks will not in any way result in accord and satisfaction, release, waiver, estoppel, or prejudice any further attempt to recover money owed on account of the Preferred Equity Interest.

Stipulated Order at ¶ 15. Despite the required delivery date set out in the Stipulated Order, the parties have been in discussions about the appropriate method of endorsement, delivery,

acceptance, and negotiation of the Cashier's Checks and the terms of this Motion, and accordingly have consented to the extension of time for delivery set forth in the Stipulated Order.

8. The parties will agree on a method of delivery of the Cashier's Checks to SFI that will maximize the safety of the transmission.

### **Relief Requested**

9. By this Motion, Debtors and SFI request that the Court enter an order authorizing Debtors to endorse and deliver to SFI, and for SFI to negotiate, the Cashier's Checks and for SFI to apply the proceeds of the Cashier's Checks to the SFI Claims (collectively, the "Check Process"). Additionally, Debtors and SFI request that the Court find and conclude that the implementation of the Check Process will not be subject to any defenses by Atrium or any of its affiliates, including the defenses of accord and satisfaction, release, waiver, and equitable estoppel and will not otherwise affect the Collection and Other Rights.

### **Jurisdiction and Venue**

10. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b).

11. The statutory predicates for the relief requested herein are section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Fed. R. Bankr. P. 9014.

### **Argument**

12. Debtors seek to pay a portion of the SFI Claims with proceeds of SFI's collateral now, and not wait until a plan has been confirmed. Those collateral proceeds are in hand now and are not otherwise being used by Debtors. No party will be prejudiced by the application of the Cashier's Checks to the SFI Claims as the use of those proceeds to pay a portion of the SFI

Claims benefits the Debtors and these estates as set forth herein.

13. Out of an abundance of caution, and to ensure the parties' rights to enforce the Collection and Other Rights, Debtors and SFI seek an order of the Court to make it clear that by implementing the Check Process, the parties will not prejudice or diminish the Collection and Other Rights.

14. No argument exists that would support the notion that implementation of the Check Process will diminish or eliminate their Collection and Other Rights. But, given that the amount of money at issue in enforcement of the Collection and Other Rights is tens, if not hundreds, of millions of dollars, and considering that the Debtors do not wish to waive or relinquish any other rights, claims, defenses, offsets, or other remedies associated with third parties, including JD Holdings and its affiliates, the Debtors believe it is prudent to obtain the requested Court order approving the Check Process before such process is implemented.

15. The requested order is sought to ensure and preserve the Collection and Other Rights, which the Debtors assert will benefit the entire estate. As a consequence, Debtors and SFI seek an order concluding that the Collection and Other Rights are preserved, undiminished and undisturbed by the Check Process.

16. As set forth hereafter, approval of the Check Process is consistent with applicable law with respect to the Collection and Other Rights.

**The Defense of Accord and Satisfaction Could Not Be Established.**

17. The Check Process will not constitute an accord and satisfaction of Atrium's obligation under the PEI. Accord and satisfaction requires three elements: (1) "a bona fide dispute existed as to the amount owed that was based on mutual good faith," (2) "the debtor tendered an amount to the creditor with the intent that payment would be in total satisfaction of

the debt,” and (3) “the creditor agreed to accept the payment in full satisfaction of the debt.” *CitiSteel USA, Inc. v. Connell Ltd. P’Ship.*, 758 A.2d 928, 931 (Del. 2000). In *Delaware Site Excavating, LLC v. Double S. Fine Homes, Inc.*, No. 99C-06-059-JOH, 2001 WL 845664 (Del. Apr. 24, 2001), the Delaware Supreme Court found that the third element of accord and satisfaction had not been satisfied where the creditor accepted a partial payment from the debtor but actively sought repayment of the remaining balance of the debt. *Id.* at \*6.

18. Accord and satisfaction clearly is absent here. No language on the Cashier’s Checks or otherwise indicates that Atrium intends the Cashier’s Checks to represent full payment of its obligation under the PEI. Plus, Debtors have not agreed to accept the Cashier’s Checks in full satisfaction of the amounts due under the PEI. Rather, Debtors expressly assert that more amounts are due and owing.

**No Waiver or Release of Rights Would Occur.**

19. The transfer and cashing of the Cashier’s Checks by Debtors and SFI would not constitute a waiver. “Waiver is the voluntary and intentional relinquishment of a known right either conferred by statute or secured by contract.” *Roam-Tel Partners v. AT&T Mobility Wireless Operations Holdings Inc.*, C.A. No. 5745-VCS, 2010 WL 5276991, at \*9 (Del. Ch. Dec. 17, 2010) (citation omitted). Establishing waiver involves a “quite exacting” standard. *Am. Family Mortg. Corp. v. Acierno*, No. 290, 1993, 1994 WL 144591, at \*5 (Del. Mar. 28, 1994). The party asserting that a contractual right has been waived must establish: “(1) there is a requirement or condition to be waived, (2) the waiving party must know of the requirement or condition, and (3) the waiving party must intend to waive that requirement or condition.” *AeroGlobal Capital Mgmt., LLC v. Cirrus Indus., Inc.*, 871 A.2d 428, 444 (Del. 2005).

20. Waiver cannot be established here, as neither Debtors nor SFI intend to waive any

of the Collection and Other Rights with respect to the PEI or any other loan, guaranty, security agreement, or contract between the parties. Nor can release. Release is an intentional act manifested by the parties. Here, the Debtors expressly and deliberately do not release Atrium or any of its affiliates. Furthermore, Debtors do not wish to waive, release, or relinquish any other rights, claims, defenses, rights of offset or other remedies associated with third parties, including JD Holdings and its affiliates.

**The Defense of Equitable Estoppel Would Not Be Available.**

21. Implementation of the Check Process also will not implicate the doctrine of equitable estoppel. The standard for proving equitable estoppel is “stringent; the doctrine is applied cautiously and only to prevent manifest injustice.” *Pilot Point Owners Ass’n v. Bank*, No. 2717-CC, 2008 WL 401127, at \*2 (Del. Ch. Feb. 13, 2008). A party asserting the defense of equitable estoppel must demonstrate by clear and convincing evidence that: (1) it “lacked knowledge or the means of obtaining knowledge of the truth of the facts in question,” (2) it “reasonably relied upon the conduct of the party against whom the estoppel is claimed[,]” and (3) it “suffered a prejudicial change of position as a result of [its] reliance upon that conduct.” *Id.*

22. Equitable estoppel will not be available upon implementation of the Check Process. Atrium is well aware of the movants’ intent to seek and recover the remaining amounts owed in connection with the PEI. Further, any reliance by Atrium based on Debtors’ or SFI’s use of the Cashier’s Checks would be unreasonable and unjustifiable, given the clear assertions that the Cashier’s Checks do not satisfy Atrium’s obligation under the PEI. Finally, Atrium would suffer no change in position if it relied on the transfer and cashing of the Cashier’s Checks.

**Bankruptcy Law Would Not Permit the Waiver of the Collection and Other Rights by Implementation of the Check Process.**

23. Moreover, the post-petition relinquishment of the Collection and Other Rights, a valuable asset in these cases, by waiver, accord and satisfaction, release, and equitable estoppel would constitute an act taken by the Debtors out of the ordinary course of business and could not be effective without an order of the Court permitting the Debtors to relinquish the Collection and Other Rights.

24. Thus, a ruling that implementation of the Check Process does not in any way adversely affect the Collection and Other Rights is simply a ruling that the Court does not approve of any such act out of the ordinary course of business.

**Conclusion**

For all of the foregoing reasons, Debtors and SFI respectfully request that the Court enter an order granting their joint motion:

- (a) Authorizing the Debtors to endorse and deliver the Cashier's Checks to SFI;
- (b) Authorizing SFI to negotiate the Cashier's Checks and apply the amounts to the SFI Claims;
- (c) Finding that the implementation of the Check Process in no way constitutes an accord and satisfaction, release, waiver, or equitable estoppel, or prejudice any further attempts to seek and recover the remaining amounts owed by Atrium under the PEI and to enforce the Collection and Other Rights;
- (d) Finding that the Debtors and SFI reserve their rights and remedies with respect to the SFI Claims and any defenses to the SFI Claims or any other claims; and

(e) Granting such other relief as is just and proper under the circumstances.

Dated: January 27, 2017

Respectfully submitted,

By: /s/ Mark A. Shaiken

By: /s/ Peter A. Siddiqui

Mark A. Shaiken KS # 11011  
Mark S. Carder KS # 11529  
STINSON LEONARD STREET LLP  
1201 Walnut, Suite 2900  
Kansas City, MO 64106  
Telephone: (816) 842-8600  
Facsimile: (816) 691-3495  
[mark.shaiken@stinson.com](mailto:mark.shaiken@stinson.com)  
[mark.carder@stinson.com](mailto:mark.carder@stinson.com)

*Counsel to Debtors*

Peter A. Siddiqui (ARDC No. 6278445)  
KATTEN MUCHIN ROSENMAN LLP  
525 West Monroe Street  
Chicago, Illinois 60661-3693  
Telephone: (312) 902-5200  
Facsimile: (312) 902-1061  
[peter.Siddiqui@kattenlaw.com](mailto:peter.Siddiqui@kattenlaw.com)

and

Scott J. Goldstein  
SPENCER FANE BRITT & BROWN LLP  
100 Walnut Street, Suite 1400  
Kansas City, Missouri 64106-2140  
[sgoldstein@spencerfane.com](mailto:sgoldstein@spencerfane.com)

*Counsel to SFI Belmont LLC*

## **EXHIBIT 3**

**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 OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-  
EVIDENTIARY HEARING**

PLEASE TAKE NOTICE THAT on January 27, 2017, the above-captioned Debtors filed the Joint Motion of Debtors and SFI Belmont LLC for Order Authorizing Transfer of Certain Estate Property and Reservation of Rights [doc. no. 833] (the "Motion").

PLEASE TAKE FURTHER NOTICE THAT, if you wish to object to the relief requested in the Motion, you must file your written objection and serve it on the Service List (as defined in the Case Management Procedures) on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time).

PLEASE TAKE FURTHER NOTICE THAT, if an objection to the Motion is timely filed, a non-evidentiary hearing on the Motion will be set for Monday, February 13, 2017 at 1:00 p.m. (prevailing Central Time) (the "Hearing").

PLEASE TAKE FURTHER NOTICE THAT, if no objection to the Motion is filed on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time), the Court may grant the relief requested in the Motion without further notice or hearing.



## **EXHIBIT 4**

**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.** )  
 )

**NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENT OF  
PROFESSIONAL FEES AND EXPENSES INCURRED BY STINSON LEONARD  
STREET LLP AS COUNSEL FOR THE DEBTORS**

PLEASE TAKE NOTICE that on January 27, 2017, Stinson Leonard Street LLP ("Applicant"), counsel for the above-captioned Debtors, in accordance with the Court's Order Approving Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members [doc. no. 58] entered on June 30, 2016 (the "Interim Compensation Order"), served by overnight delivery a copy of its monthly statements of interim professional fees and expenses for the period of December 2016 on the Notice Parties identified in the Interim Procedures Order.

PLEASE TAKE FURTHER NOTICE that any Notice Party having an objection to payment of the fees or expenses must serve a written objection upon all other Notice Parties on or before February 6, 2017.

PLEASE TAKE FURTHER NOTICE that if no objections are timely submitted, under the terms of the Interim Compensation Order, the Debtors will be authorized to pay 90 percent of the fees and 100 percent of the expenses identified in the monthly statements without further order of the Court.

Respectfully submitted,

STINSON LEONARD STREET LLP

By:       /s/ Mark Shaiken      

Mark Carder KS # 11529

Mark Shaiken KS # 11011

1201 Walnut, Suite 2900

Kansas City, MO 64106

Telephone: (816) 842-8600

Facsimile: (816) 691-3495

[mark.carder@stinson.com](mailto:mark.carder@stinson.com)

[mark.shaiken@stinson.com](mailto:mark.shaiken@stinson.com)

COUNSEL FOR THE DEBTORS

## **EXHIBIT 5**

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

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

**NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENT OF  
PROFESSIONAL FEES AND EXPENSES INCURRED BY SEYFERTH BLUMENTHAL  
& HARRIS LLC AS SPECIAL COUNSEL FOR THE DEBTORS**

PLEASE TAKE NOTICE that on January 27, 2017 Seyferth Blumenthal & Harris LLC (“Applicant”), special counsel for the above-captioned Debtors, in accordance with the Court’s Order Approving Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members [doc. No. 58] entered on June 30, 2016 (the “Interim Compensation Order”), served by overnight delivery a copy of its monthly statements of interim professional fees and expenses for the periods of November 2016 on the Notice Parties identified in the Interim Procedures Order.

PLEASE TAKE FURTHER NOTICE that any Notice Party having an objection to payment of the fees or expenses must serve a written objection upon all other Notice Parties on or before February 6, 2017.

PLEASE TAKE FURTHER NOTICE that if no objections are timely submitted under the terms of the Interim Compensation Order, the Debtors will be authorized to pay 90 percent of the fees and 100 percent of the expenses identified in the monthly statements without further order of the Court.

**SEYFERTH BLUMENTHAL & HARRIS LLC**

By: /s/Charlie J. Harris, Jr.

Charlie J. Harris, Jr. MO Bar #44115

Camille L. Roe MO Bar #65142

4801 Main Street – Suite 310

Kansas City, Missouri 64112

Telephone: (816) 756-0700

Facsimile: (816) 756-3700

Email: [charlie@sbhlaw.com](mailto:charlie@sbhlaw.com)

[camille@sbhlaw.com](mailto:camille@sbhlaw.com)

Submitted by:

By: /s/Nicholas J. Zluticky

Mark Carder KS Bar #11529

Mark Shaiken KS Bar #11011

Nicholas J. Zluticky KS Bar #23935

1201 Walnut Street – Suite 2900

Kansas City, Missouri 64106

Telephone: (816) 842-8600

Facsimile: (816) 691-3495

Email: [mark.carder@stinson.com](mailto:mark.carder@stinson.com)

[mark.shaiken@stinson.com](mailto:mark.shaiken@stinson.com)

[nicholas.zluticky@stinson.com](mailto:nicholas.zluticky@stinson.com)

COUNSEL FOR THE DEBTORS

## **EXHIBIT 6**

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

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

**NOTICE OF SUBMISSION OF DECEMBER 2016 INTERIM STATEMENTS OF  
PROFESSIONAL FEES AND EXPENSES INCURRED BY DAVIS & CAMPBELL LLC  
AS SPECIAL COUNSEL FOR THE DEBTORS**

PLEASE TAKE NOTICE that on January 27, 2017 Davis & Campbell LLC (“Applicant”), special counsel for the above-captioned Debtors, in accordance with the Court’s Order Approving Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members [doc. No. 58] entered on June 30, 2016 (the “Interim Compensation Order”), served by overnight delivery a copy of its monthly statements of interim professional fees and expenses for the period of December 2016 on the Notice Parties identified in the Interim Procedures Order.

PLEASE TAKE FURTHER NOTICE that any Notice Party having an objection to payment of the fees or expenses must serve a written objection upon all other Notice Parties on or before February 6, 2017.

PLEASE TAKE FURTHER NOTICE that if no objections are timely submitted under the terms of the Interim Compensation Order, the Debtors will be authorized to pay 90 percent of the fees and 100 percent of the expenses identified in the monthly statements without further order of the Court.

**DAVIS & CAMPBELL LLC**

By: /s/David G. Lubben

David G. Lubben IL Bar #6207729  
401 Main Street – Suite 1600  
Peoria, Illinois 61602  
Telephone: (309) 673-1681  
Facsimile: (309) 673-1690  
Email: [dglubben@dcamplaw.com](mailto:dglubben@dcamplaw.com)

Submitted by:

By: /s/Nicholas J. Zluticky

Mark Carder KS Bar #11529  
Mark Shaiken KS Bar #11011  
Nicholas J. Zluticky KS Bar #23935  
1201 Walnut Street – Suite 2900  
Kansas City, Missouri 64106  
Telephone: (816) 842-8600  
Facsimile: (816) 691-3495  
Email: [mark.carder@stinson.com](mailto:mark.carder@stinson.com)  
[mark.shaiken@stinson.com](mailto:mark.shaiken@stinson.com)  
[nicholas.zluticky@stinson.com](mailto:nicholas.zluticky@stinson.com)

COUNSEL FOR THE DEBTORS

## **EXHIBIT A**

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64173	ABERNATHY/ROEDER/BOYD & JOPLIN, PC, LARRY R. BOYD / RICHARD M ABERNATHY, (RE: CITY OF FRISCO, TEXAS), LBOYD@ABERNATHY-LAW.COM	E-mail
64173	ABERNATHY/ROEDER/BOYD & JOPLIN, PC, LARRY R. BOYD / RICHARD M ABERNATHY, (RE: CITY OF FRISCO, TEXAS), RABERNATHY@ABERNATHY-LAW.COM	E-mail
64173	ALSTON & BIRD LLP, LEIB M. LERNER, (RE: HOLIDAY HOSPITALITY FRANCHISING LLC), LEIB.LERNER@ALSTON.COM	E-mail
64173	ALSTON & BIRD LLP, SAGE M. SIGLER, (RE: HLT EXISTING FRANCHISE HOLDING, LLC), SAGE.SIGLER@ALSTON.COM	E-mail
64174	AMARKO STAFF - PAYABLE TO, RIVIERA FINANCE, PO BOX 202485, DALLAS, TX, 75320-2485	US Mail (1st Class)
64174	AMERICAN HOTEL REGISTER, PO BOX 71299, CHICAGO, IL, 60694	US Mail (1st Class)
64174	AMERICAN VALET, 8902 N CENTRAL AVENUE, PHOENIX, AZ, 85020	US Mail (1st Class)
64173	ARMSTRONG TEASDALE LLP, CHRISTINE SCHLOMANN, J MCCLELLAND, (RE: MISSOURI STATE UNIVERSITY & MSUF), CSCHLOMANN@ARMSTRONGTEASDALE.COM	E-mail
64173	ARMSTRONG TEASDALE LLP, CHRISTINE SCHLOMANN, J MCCLELLAND, (RE: MISSOURI STATE UNIVERSITY & MSUF), JMcCLELLAND@ARMSTRONGTEASDALE.COM	E-mail
64173	ARMSTRONG TEASDALE LLP, CHRISTINE SCHLOMANN, J MCCLELLAND, (RE: MISSOURI STATE UNIVERSITY & MSUF), DGOING@ARMSTRONGTEASDALE.COM	E-mail
64173	ARNALL GOLDEN GREGORY LLP, DARRYL S. LADDIN, ESQ., (RE: SYSCO), DARRYL.LADDIN@AGG.COM	E-mail
64173	ASSISTANT UNITED STATES TRUSTEE, JORDAN SICKMAN, JORDAN.SICKMAN@USDOJ.GOV	E-mail
64174	BANK OF BLUE VALLEY, 11935 RILEY, OVERLAND PARK, KS, 66213	US Mail (1st Class)
64173	BANK OF BLUE VALLEY, ATTN: STEVE FLEISCHAKER, SFLEISCHAKER@BANKBV.COM	E-mail
64174	BANK OF BLUE VALLEY, ATTN: STEVE FLEISCHAKER, 1235 E SANTA FE, OLATHE, KS, 66061	US Mail (1st Class)
64174	BAY VIEW FUNDING, FOR ROMO STAFFING LLC, PO BOX 204703, DALLAS, TX, 75320-4703	US Mail (1st Class)
64174	BERKADIA COMMERCIAL MORTGAGE LLC, CLIENT RELATIONS DEPT, 323 NORRISTOWN RD STE 300, AMBLER, PA, 19002-2758	US Mail (1st Class)
64173	BOKF, NA D/B/A BANK OF OKLAHOMA, ATTN: BRYAN GEIGER, BGEIGER@BOKF.COM	E-mail
64174	BOKF, NA D/B/A BANK OF OKLAHOMA, ATTN: BRYAN GEIGER, COMMERCE BANKING CENTER, 9520 NORTH MAY AVE, OKLAHOMA CITY, OK, 73120	US Mail (1st Class)
64174	BROWN'S COMMUNICATION, INC., PO BOX 6506, SILOAM SPRINGS, AR, 72761	US Mail (1st Class)
64173	BRYAN CAVE LLP, MARK G. STINGLEY/WILLIAM J. MALONEY, (RE: GREAT SOUTHERN BANK), MAFOSDICK@BRYANCAVE.COM	E-mail
64173	BRYAN CAVE LLP, MARK G. STINGLEY/WILLIAM J. MALONEY, (RE: GREAT SOUTHERN BANK), MGSTINGLEY@BRYANCAVE.COM	E-mail
64173	BRYAN CAVE LLP, MARK G. STINGLEY/WILLIAM J. MALONEY, (RE: GREAT SOUTHERN BANK), WJMALONEY@BRYANCAVE.COM	E-mail
64173	BUCHALTER NEMER, A PROFESSIONAL CORP, SHAWN M CHRISTIANSON, ESQ, (RE: ORACLE AMERICA INC), SCHRIANSON@BUCHALTER.COM	E-mail
64174	CINTAS CORP, 97627 EAGLE WAY, CHICAGO, IL, 60678	US Mail (1st Class)
64174	CITY OF GLENDALE, PO BOX 500, GLENDALE, AZ, 85311-0500	US Mail (1st Class)
64174	CITY OF LA VISTA, ATTN: BRENDA GUNN, 8116 PARK VIEW BLVD, LA VISTA, NE, 68128	US Mail (1st Class)
64173	CITY OF MURFREESBORO LEGAL DEPT, CRAIG D TINDALL, (RE: CITY OF MURFREESBORO TENNESSEE), CTINDALL@MURFREESBOROTN.GOV	E-mail
64173	CITY OF SAN MARCOS, ATTN: JOHN THOMAIDES, MAYOR, JTHOMAIDES@SANMARCOSTX.GOV	E-mail
64173	CITY OF SAN MARCOS, ATTN: JOHN THOMAIDES, MAYOR, JCASE@SANMARCOSTX.GOV	E-mail
64174	CITY OF SAN MARCOS, ATTN: JOHN THOMAIDES, MAYOR, 630 E HOPKINS, SAN MARCOS, TX, 78666	US Mail (1st Class)
64173	CITY OF SPRINGFIELD, MO, CITY@SPRINGFIELDMO.GOV	E-mail
64174	CITY OF SPRINGFIELD, MO, LAND CLEARANCE REDEVELOP AUTH, 840 BOONVILLE, SPRINGFIELD, MO, 65801	US Mail (1st Class)
64174	COMMAND CENTER, 3609 SO. WADSWORTH BLVD, STE 250, LAKEWOOD, CO, 80235	US Mail (1st Class)
64174	CONSTELLATION ENERGY SERVICES, PO BOX 5474, CAROL STREAM, IL, 60197-5474	US Mail (1st Class)

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64174	DAVIS & CAMPBELL LLC, (RE: JOHN Q HAMMONS FALL 2006 LLC), 401 MAIN ST #1600, PEORIA, IL, 61602	US Mail (1st Class)
64174	DEUTSCHE BANK TRUST CO. AMERICAS, TTEE OBO REG. HOLDERS OF CITIGROUP, COMMERCIAL MORTGAGE SEC., ET AL., 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA, 92705	US Mail (1st Class)
64174	EDWARD DON, 2562 PAYSAPHERE CIRCLE, CHICAGO, IL, 60674	US Mail (1st Class)
64174	ELITE RESOURCES INC, PO BOX 410302, CHARLOTTE, NC, 28241	US Mail (1st Class)
64174	EMPIRE BANK, ATTN: RUSS MARQUART, 1800 SOUTH GLENSTONE, SPRINGFIELD, MO, 65804	US Mail (1st Class)
64174	EUROHYPO AG, NEW YORK BRANCH, ATTN: JONATHAN HIRSHEY, 1114 6TH AVE #2, THEATER DISTRICT, MIDTOWN WEST, NEW YORK, NY, 10036	US Mail (1st Class)
64173	EVANS & MULLINIX, P.A., COLIN N. GOTHAM, (RE: CITY OF GLENDALE, ARIZONA), CGOTHAM@EMLAWKC.COM	E-mail
64173	EVANS & MULLINIX, P.A., RICHARD C. WALLACE, (RE: SHLONDA COSBY), RWALLACE@EMLAWKC.COM	E-mail
64174	EXECUTEMPS SOUTHWEST INC, 2929 N 44TH ST, SUITE 228, PHOENIX, AZ, 85018	US Mail (1st Class)
64174	EXPRESS SERVICES, INC., PO BOX 203901, DALLAS, TX, 75320-3901	US Mail (1st Class)
64173	FIFTH THIRD BANK, ANDREW HAUCK, SR. VP LARGE CORP., ANDY.HAUCK@53.COM	E-mail
64174	FIFTH THIRD BANK, ANDREW HAUCK, SR. VP LARGE CORP., 38 FOUNTAIN SQUARE PLAZA, CINCINNATI, OH, 45263	US Mail (1st Class)
64173	FIRST NATIONAL BANK OF FORT SMITH, ATTN: JAMES HARMON, JAMESHARMON@FNBFS.COM	E-mail
64174	FIRST NATIONAL BANK OF FORT SMITH, ATTN: JAMES HARMON, SIXTH AND GARRISON, FORT SMITH, AR, 72901	US Mail (1st Class)
64174	FIRST NATIONAL BANK OF OMAHA, DOWNTOWN CORP BANKING GRP, 1620 DODGE ST, SC 1031, OMAHA, NE, 68197	US Mail (1st Class)
64174	FIRST NATIONAL BANK OF OMAHA, 1620 DODGE ST, OMAHA, NE, 68102	US Mail (1st Class)
64174	FIRST NATIONAL BANK OF OMAHA, 114TH AND DODGE, 1104 W DODGE RD, OMAHA, NE, 68154	US Mail (1st Class)
64173	FIRST NATIONAL BANK OF OMAHA, SENIOR OFFICER, MORTGAGE LOAN DEPT, SDAMROW@FNNI.COM	E-mail
64174	FIRST NATIONAL BANK OF OMAHA, SENIOR OFFICER, MORTGAGE LOAN DEPT, 1620 DODGE ST, OMAHA, NE, 68102	US Mail (1st Class)
64174	FIRST TENNESSEE BANK NA, 165 MADISON AVE, MEMPHIS, TN, 38101	US Mail (1st Class)
64174	FITZGERALD, SCHORR, BARMETTLER, GERALD L. FRIEDRICHSEN, (RE: MULLEN LAW FIRM), & BRENNAN, P.C., L.L.O, 10050 REGENCY CIRCLE, SUITE 200, OMAHA, NE, 68114-3794	US Mail (1st Class)
64173	FNB OF FORT SMITH, KARENACARDWELL@FNBFS.COM	E-mail
64174	FNB OF FORT SMITH, 602 GARRISON AVE, FORT SMITH, AR, 72902	US Mail (1st Class)
64173	FOULSTON SIEFKIN LLP, SHANNON D. WEAD, (RE: MDM COMMERCIAL ENTERPRISES, INC.), SWEAD@FOULSTON.COM	E-mail
64174	FRESHPOINT, 3100 N I-35 SERVICE ROAD, OKLAHOMA CITY, OK, 73111	US Mail (1st Class)
64174	GOLDMAN SACHS MORTGAGE COMPANY, 200 W STREET, NEW YORK, NY, 10282	US Mail (1st Class)
64174	GOLDMAN SACHS MORTGAGE COMPANY, ATTN: GENERAL COUNSEL, 6011 CONNECTION DR, SUITE 550, IRVING, TX, 75039	US Mail (1st Class)
64173	GRAYDON HEAD & RITCHEY LLP, J. MICHAEL DEBBELER, ESQ, (RE: FIFTH THIRD BANK), MDEBBELER@GRAYDON.COM	E-mail
64173	GREAT SOUTHERN BANK, ATTN: LEVI PATERSON, LPATERSON@GREATSOUTHERNBANK.COM	E-mail
64174	GREAT SOUTHERN BANK, ATTN: LEVI PATERSON, 1451 E BATTLEFIELD, SPRINGFIELD, MO, 65804	US Mail (1st Class)
64174	GUEST SUPPLY - SYSCO, PO BOX 910, MONMOUTH JUNCTION, NJ, 08852-0910	US Mail (1st Class)
64174	HANWOOD OK, WF OPERATIONS CENTER, PO BOX 79632, CITY OF INDUSTRY, CA, 91716	US Mail (1st Class)
64173	HAWTHORN BANK, SFRANKLIN@HAWTHORNBANK.COM	E-mail
64173	HAWTHORN BANK, ONLINE@HAWTHORNBANK.COM	E-mail
64174	HAWTHORN BANK, 321 W BATTLEFIELD, SPRINGFIELD, MO, 65807	US Mail (1st Class)
64174	HAWTHORN BANK, 132 E HIGH ST, JEFFERSON CITY, MO, 65101	US Mail (1st Class)
64174	HILAND DAIRY CO., PO BOX 2270, SPRINGFIELD, MO, 65801	US Mail (1st Class)
64173	HINKLE LAW FIRM LLC, EDWARD J. NAZAR, (RE: INDEPENDENT DIRECTORS), EBN1@HINKLAW.COM	E-mail
64174	HOLIDAY HOSPITALITY FRANCHISING INC, C/O SIX CONTINENTS HOTELS, INC., THREE RAVINIA DRIVE, STE 100, ATLANTA, GA, 30346-2149	US Mail (1st Class)
64174	HUNZEKER SERV AGENCY INC., 8720 N UNIVERSITY ST., PEORIA, IL, 61615	US Mail (1st Class)
64173	HUSCH BLACKWELL LLP, JOHN J. CRUCIANI, (RE: MORTON COMMUNITY BANK), JOHN.CRUCIANI@HUSCHBLACKWELL.COM	E-mail
64174	INTERNAL REVENUE SERVICE, PO BOX 7346, PHILADELPHIA, PA, 19010-7346	US Mail (1st Class)

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64174	INTERNAL REVENUE SERVICE, CENTRALIZED INSOLVENCY OPERATION, 2970 MARKET STREET, PHILADELPHIA, PA, 19104-5002	US Mail (1st Class)
64174	INTERNAL REVENUE SERVICE, ATTN INSOLVENCY/ADVISORY, 2850 NE INDEPENDENCE AVE, STOP 5334 LSM, LEES SUMMIT, MO, 64064-2327	US Mail (1st Class)
64173	JOANI W HARSHMAN, (RE: BEN AND JORDAN WRIGHT), JOANI@HARSHMANLAW.COM	E-mail
64174	JOHN Q HAMMONS FALL 2006, LLC, ATTN: GREGG GROVES, 300 JOHN Q HAMMONS PKWY: STE 900, SPRINGFILED, MO, 65806	US Mail (1st Class)
64173	JOHNSON COUNTY LEGAL DEPARTMET, LISA R WETZLER, (RE: BOARD OF CTY COMMJ JOHNSON CTY KS), LISA.WETZLER@JOCOGOV.ORG	E-mail
64174	JRI STAFFING SERVICE, LLC, 104 CHATTAROY CT, LA VERGNE, TN, 37086	US Mail (1st Class)
64173	KATTEN MUCHIN ROSENMAN LLP, PETER A SIDDIQUI, (RE: SFI - BELMONT, LLC), PETER.SIDDIQUI@KATTENLAW.COM	E-mail
64173	KENNEDY BERKLEY YARNEVICH ET AL, JOHN F. THOMPSON, II, (RE: SIMMONS BANK), JTHOMPSON@KENBERK.COM	E-mail
64173	LATHROP & GAGE LLP, BRIAN T. FENIMORE, (RE: WELLS FARGO BANK N.A.), MFAUL@LATHROPGAGE.COM	E-mail
64173	LATHROP & GAGE LLP, BRIAN T. FENIMORE, (RE: WELLS FARGO BANK N.A.), DNELSON@LATHROPGAGE.COM	E-mail
64173	LATHROP & GAGE LLP, BRIAN T. FENIMORE, (RE: WELLS FARGO BANK N.A.), JCOGHLAN@LATHROPGAGE.COM	E-mail
64173	LATHROP & GAGE LLP, BRIAN T. FENIMORE, (RE: WELLS FARGO BANK N.A.), BFENIMORE@LATHROPGAGE.COM	E-mail
64174	LEGACY CARPET CLEANING, PO BOX 42, YUTAN, NE, 68073	US Mail (1st Class)
64174	LG FULFILLMENT INC., 1102 A1A N, SUITE 205, PONTE VEDRA BEACH, FL, 32082	US Mail (1st Class)
64173	LINEBARGER GOGGAN BLAIR & SAMPSON, ELIZABETH WELLER, (RE: DALLAS COUNTY, CITY OF FRISCO), DALLAS.BANKRUPTCY@PUBLICANS.COM	E-mail
64173	LINEBARGER GOOGAN BLAIR & SAMPSON, JOHN P DILLMAN, (RE: HARRIS COUNTY), HOUSTON_BANKRUPTCY@PUBLICANS.COM	E-mail
64173	LNR (SPECIAL SERVICER) NOMURA LOAN, ATTN: JON KAPIT, JKAPIT@LNRPROPERTY.COM	E-mail
64174	LNR (SPECIAL SERVICER) NOMURA LOAN, ATTN: JON KAPIT, 1601 WASHINGTON AV SUITE 700, MIAMI BEACH, FL, 33139	US Mail (1st Class)
64174	LOFFREDO PRODUCE CO. INC., 4001 SW 63RD STREET, DES MOINES, IA, 50321	US Mail (1st Class)
64173	MAPLES LAW FIRM, PC, STUART M. MAPLES, (RE: CITY OF HUNTSVILLE), SMAPLES@MAPLESLAWFIRMP.COM	E-mail
64174	MARINA INVESTMENTS LLC, 5353 S LINDBERGH BLVD, SUITE 200, SAINT LOUIS, MO, 63126	US Mail (1st Class)
64174	MARRIOTT INTERNATIONAL, INC., 13682 COLLECTION CENTER, CHICAGO, IL, 60693	US Mail (1st Class)
64174	MARRIOTT INTERNATIONAL, INC., LODGING FRANCHISING ATTORNEY, 10400 FERNWOOD RD, DPT 51/944.52, BETHESDA, MD, 20817	US Mail (1st Class)
64174	MARRIOTT INTERNATIONAL, INC., RENAISSANCE HOTEL FRANCHISE DIV., MARRIOTT DR, WASHINGTON, DC, 20058	US Mail (1st Class)
64173	MCDOWELL RICE SMITH & BUCHANAN, JONATHAN A. MARGOLIES, (RE: JD HOLDINGS, LLC), JMARGOLIES@MCDOWELLRICE.COM	E-mail
64173	MCELROYDEUTSCHMULVANEY&CARPENTERLLP, JEFFREY BERNSTEIN ESQ, (RE: AMERICAN TOWERS LLC), JBERNSTEIN@MDMC-LAW.COM	E-mail
64173	MERRICK, BAKER & STRAUSS, PC, BRUCE E. STRAUSS, VICTOR F. WEBER, (RE: DEBTORS), VICTOR@MERRICKBAKERSTRAUSS.COM	E-mail
64173	MERRICK, BAKER & STRAUSS, PC, BRUCE E. STRAUSS, VICTOR F. WEBER, (RE: DEBTORS), BRUCES@MERRICKBAKERSTRAUSS.COM	E-mail
64173	MERRICK, BAKER & STRAUSS, PC, BRUCE E. STRAUSS, VICTOR F. WEBER, (RE: DEBTORS), VICTOR@MERRICKBAKERSTRAUSS.COM	E-mail
64173	MIDLAND LOAN SERVICES, BRIAN DAVIS-SPCL SVCNG DEPT, BRIAN.DAVIS@PNC.COM	E-mail
64174	MIDLAND LOAN SERVICES, BRIAN DAVIS-SPCL SVCNG DEPT, 10815 MASTIN ST STE 300, OVERLAND PARK, KS, 66210	US Mail (1st Class)
64173	MILBANK, TWEED, HADLEY & MCCLOY LLP, EDELMAN_SCHWARTZ_STONE_SHINDERMAN, (RE: ATRIUM HOLDING CO.&JD HOLDINGS LLC), ASTONE@MILBANK.COM	E-mail
64173	MILBANK, TWEED, HADLEY & MCCLOY LLP, EDELMAN_SCHWARTZ_STONE_SHINDERMAN, (RE: ATRIUM HOLDING CO.&JD HOLDINGS LLC), JSCHWARTZ@MILBANK.COM	E-mail

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64173	MILBANK, TWEED, HADLEY & MCCLOY LLP, EDELMAN_SCHWARTZ_STONE_SHINDERMAN, (RE: ATRIUM HOLDING CO.&JD HOLDINGS LLC), MSHINDERMAN@MILBANK.COM	E-mail
64173	MILBANK, TWEED, HADLEY & MCCLOY LLP, EDELMAN_SCHWARTZ_STONE_SHINDERMAN, (RE: ATRIUM HOLDING CO.&JD HOLDINGS LLC), SEDELMAN@MILBANK.COM	E-mail
64173	MILLER, HALL & TRIGGS, LLC, JEFFREY E KRUMPE, (RE: CITY OF EAST PEORIA, ILLINOIS), JEFFREY.KRUMPE@MHTLAW.COM	E-mail
64173	MISSOURI DEPARTMENT OF REVENUE, SUSAN L. LISSANT, (RE: DEPARTMENT OF REVENUE), KS@DOR.MO.GOV	E-mail
64174	MISSOURI STATE UNIVERSITY, RACHAEL M. DOCKERY, GENERAL COUNSEL, 901 S. NATIONAL AVE., SPRINGFIELD, MO, 65897	US Mail (1st Class)
64173	MOORE & VAN ALLEN, PLLC, DAVID B. WHEELER, REID E. DYER, (RE: SOUTH CAROLINA ELECTRIC & GAS CO), DAVIDWHEELER@MVALAW.COM	E-mail
64173	MOORE & VAN ALLEN, PLLC, DAVID B. WHEELER, REID E. DYER, (RE: SOUTH CAROLINA ELECTRIC & GAS CO), REIDDYER@MVALAW.COM	E-mail
64173	MORTON COMMUNITY BANK, TIM OWEN/ANDREW HONEGGER, TIM.OWEN@MORTONBANK.COM	E-mail
64173	MORTON COMMUNITY BANK, TIM OWEN/ANDREW HONEGGER, ANDREW.HONEGGER@MORTONBANK.COM	E-mail
64174	MORTON COMMUNITY BANK, TIM OWEN/ANDREW HONEGGER, 2400 E WASHINGTON ST, EAST PEORIA, IL, 61611	US Mail (1st Class)
64174	MOYER LAWNCARE & LANDSCAPING, PO BOX 12458, OKLAHOMA CITY, OK, 73157	US Mail (1st Class)
64174	MULLEN LAW FIRM, JOHN P. MULLEN, 222 S 72ND STREET SUITE 301, OMAHA, NE, 68114	US Mail (1st Class)
64174	MURFREESBORO ELECTRIC, PO BOX 9, MURFREESBORO, TN, 37133	US Mail (1st Class)
64174	NOMURA CREDIT & CAPITAL, INC., ATTN: JOE JOSEPH, 309 W 49TH ST, NEW YORK, NY, 10019-9102	US Mail (1st Class)
64174	NOMURA CREDIT & CAPITAL, INC., ATTN: STACY ROSS, 309 W 49TH ST, NEW YORK, NY, 10019-9102	US Mail (1st Class)
64174	OAKSTAR BANK, ATTN: MARK BYBEE, 1020 E BATTLEFIELD, SPRINGFIELD, MO, 65807	US Mail (1st Class)
64174	OFFICE OF THE UNITED STATES TRUSTEE, 301 NORTH MAIN STREET, SUITE 1150, WICHITA, KS, 67202	US Mail (1st Class)
64174	OFFICE OF UNITED STATES ATTORNEY, ROBERT J. DOLE U.S. COURTHOUSE, 500 STATE AVENUE, STE 360, KANSAS CITY, KS, 66101	US Mail (1st Class)
64174	OG&E, PO BOX 24990, OKLAHOMA CITY, OK, 73124-0990	US Mail (1st Class)
64174	PEPSI-COLA, PO BOX 75948, CHICAGO, IL, 60675-5948	US Mail (1st Class)
64173	PERDUE, BRANDON, FIELDER, COLLINS, EBONEY COBB, (RE: RICHARDSON ISD), ECOBB@PBFCM.COM	E-mail
64173	PLAINSCAPITAL BANK, ATTN: ZACH HUNTER, ZACH.HUNTER@PLAINSCAPITAL.COM	E-mail
64174	PLAINSCAPITAL BANK, ATTN: ZACH HUNTER, 2323 VICTORY AVE, SUITE 300, DALLAS, TX, 75219	US Mail (1st Class)
64174	PLEASANT GROVE CITY REDEVELOP. AGCY, ATTN: FRANK MILLS, 70 SOUTH 100 EAST, PLEASANT GROVE, UT, 84062	US Mail (1st Class)
64174	PROMUS HOTELS, INC., 755 CROSSOVER LANE, MEMPHIS, TN, 38117	US Mail (1st Class)
64174	PSAV PRESENTATION SRV , INC., 23918 NETWORK PLACE, CHICAGO, IL, 60673	US Mail (1st Class)
64173	R.L. SCHREIBER, INC., LESTER TURCHIN, LTURCHIN@RLSINC.COM	E-mail
64174	R.L. SCHREIBER, INC., LESTER TURCHIN, 1741 NW 33RD STREET, POMPANO BEACH, FL, 33064	US Mail (1st Class)
64173	ROGERS FUNDING C/O TRIMONT RE ADV, J GREGORY WINCHESTOR; ELLEN PORTER, KHADDLE@TRIMONTREA.COM	E-mail
64174	ROGERS FUNDING C/O TRIMONT RE ADV, J GREGORY WINCHESTOR; ELLEN PORTER, ALLIANCE CENTER, 3500 LENOX RD NE STE G1, ATLANTA, GA, 30326-4265	US Mail (1st Class)
64173	ROGERS FUNDING LLC, ATTN: JONATHAN EILIAN, JONATHAN@ATRIUMLLC.COM	E-mail
64174	ROGERS FUNDING LLC, ATTN: JONATHAN EILIAN, 1114 AVENUE OF THE AMERICAS 38TH FL, NEW YORK, NY, 10036	US Mail (1st Class)
64174	ROGERS WATER UTILITIES, PO BOX 338, ROGERS, AR, 72757-0338	US Mail (1st Class)
64174	ROYAL PAPER CORP, 10232 PALM DR, SANTA FE SPRINGS, CA, 90670	US Mail (1st Class)
64174	RUTH'S CHRIS STEAKHOUSE, 812 HILLARY ST, NEW ORLEANS, LA, 70118	US Mail (1st Class)
64173	SAMUEL K CROCKER US TRUSTEE, BONNIE HACKLER, TRIAL ATTY, (RE: UNITED STATES TRUSTEE), BONNIE.HACKLER@USDOJ.GOV	E-mail
64173	SANDBERG PHOENIX & VON GONTARD P.C., SHARON L. STOLTE, (RE: BRD OF PUBLIC UTLTS OF SPRNGFLD, MO), SSTOLTE@SANDBERGPHOENIX.COM	E-mail
64173	SANDBERG PHOENIX & VON GONTARD P.C., SHARON L. STOLTE, (RE: MARINA INVESTMENTS, LLC), SSTOLTE@SANDBERGPHOENIX.COM	E-mail
64174	SEACOAST BUSINESS FUNDING, XCLUSIVE STAFFING, PO BOX 206210, DALLAS, TX, 75320-6210	US Mail (1st Class)

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64174	SEYFERTH BLUMENTHAL & HARRIS LLC, CHARLIE J. HARRIS, (RE: JOHN Q. HAMMONS FALL 2006, LLC), 4801 MAIN STREET, SUITE 310, KANSAS CITY, MO, 64112	US Mail (1st Class)
64174	SFI BELMONT, LLC, 80 STATE STREET, ALBANY, NY, 12207	US Mail (1st Class)
64173	SIMMONS BANK, ROSALIND M MOUSER, ROSALIND.MOUSER@SIMMONSFIRST.COM	E-mail
64174	SIMMONS BANK, ROSALIND M MOUSER, PO BOX 7009, PINE BLUFF, AR, 71611	US Mail (1st Class)
64174	SIMMONS FNB, 425 W CAPITOL AVE, SUITE 13, LITTLE ROCK, AR, 72201	US Mail (1st Class)
64173	SOUTHLAW, P.C., RICHARD M. BEHELER, (RE: LAW OFFICES OF WILLIAM C MADDOX PC), RICHARD.BEHELER@SOUTHLAW.COM	E-mail
64173	SOUTHLAW, P.C., RICHARD M. BEHELER, (RE: BANK OF BLUE VALLEY), RICHARD.BEHELER@SOUTHLAW.COM	E-mail
64173	SPENCER FANE LLP, SCOTT J. GOLDSTEIN, (RE: SFI BELMONT LLC), SGOLDSTEIN@SPENCERFANE.COM	E-mail
64174	SRP, PO BOX 80062, PRESCOTT, AZ, 86304	US Mail (1st Class)
64174	STAFFING PLUS INC., 314 W COMMERCIAL ST, SPRINGFIELD, MO, 65803	US Mail (1st Class)
64174	STARBUCKS COFFEE CO., PO BOX 74008016, CHICAGO, IL, 60674-8016	US Mail (1st Class)
64173	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), MARK.SHAIKEN@STINSON.COM	E-mail
64173	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), VICTOR@MERRICKBAKERSTRAUSS.COM	E-mail
64173	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), PAUL.HOFFMANN@STINSONLEONARD.COM	E-mail
64173	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), NICHOLAS.ZLUTICKY@STINSON.COM	E-mail
64173	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), MARK.CARDER@STINSON.COM	E-mail
64174	SYSCO, 24500 NORTHWEST FREEWAY, CYPRESS, TX, 77429	US Mail (1st Class)
64173	THE LAW OFFICE OF LESLIE KULICK LLC, LESLIE A. KULICK, (RE: HOLIDAY HOSPITALITY FRANCHISING LLC), KULICKLAW@GMAIL.COM	E-mail
64173	THE LAW OFFICE OF LESLIE KULICK LLC, LESLIE A. KULICK, (RE: HLT EXISTING FRANCHISE HOLDING, LLC), KULICKLAW@GMAIL.COM	E-mail
64173	THE LAW OFFICES OF STEVE SANDERS LC, DAVID L. JOHNSON, (RE: SYBILLE WINTER), DAVID@ATTORNEYSTEVESANDERS.COM	E-mail
64173	THE SADER LAW FIRM, MICHAEL J. WAMBOLT, (RE: BARBARA SHEPHERD AND LARRY SHEPHERD), MWAMBOLT@SADERLAWFIRM.COM	E-mail
64174	THE SHERATON LLC, ATTN: GENERAL COUNSEL, STARWOOD HOTELS AND RESORTS WRLDWDE, 1111 WESTCHESTER AVE, WHITE PLAINS, NY, 10604	US Mail (1st Class)
64174	THE SHERATON LLC, GENERAL COUNSEL-FRANCHISE DIVISION, 600 GALLERIA PKWY, ATLANTA, GA, 30339	US Mail (1st Class)
64173	TN DEPT OF REVENUE, GILL GELDREICH, GILL.GELDREICH@AG.TN.GOV	E-mail
64174	TUMI STAFFING INC., PO BOX 592715, SAN ANTONIO, TX, 78259	US Mail (1st Class)
64174	U S ATTORNEY GENERAL, U S COURTHOUSE, 400 EAST 9TH ST, KANSAS CITY, MO, 64106	US Mail (1st Class)
64174	U S ATTORNEY GENERAL, BANKRUPTCY PROCESSING CLERK, MAIN JUSTICE BLDG, 950 PENNSYLVANIA AV NW RM 5111, WASHINGTON, DC, 20530	US Mail (1st Class)
64174	U S BANK NA, AS TRUSTEE FOR THE, REG HOLDERS OF BANC OF AMERICA COMM, MORTGAGE, INC.,, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64174	U S BANK NA, AS TRUSTEE FOR THE, REG. HOLDERS OF JP MORGAN CHASE, COMMERCIAL MORTGAGE SEC CORP, ET AL, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64174	U S BANK NA, AS TRUSTEE, FOR REG. HOLDERS OF JP MORGAN CHASE, COMMERCIAL MORTGAGE SEC CORP, 209 SOUTH LASALLE STREET, STE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64174	UMB BANK, N A , AS TRUSTEE, 2 SOUTH BROADWAY, SUITE 413, ST. LOUIS, MO, 63102-1713	US Mail (1st Class)
64174	UMB BANK, N A, ATTN: CORPORATE TRUST DEPT, 2 SOUTH BROADWAY, SUITE 435, ST LOUIS, MO, 63102	US Mail (1st Class)
64174	UNIQUE TILE, 1364 N KELLY, NIXA, MO, 65714	US Mail (1st Class)
64174	USTT INC., 300 CLANTON ROAD, CHARLOTTE, NC, 28217	US Mail (1st Class)
64173	VALLEY VIEW STATE BANK, ATTN: JON FORGEY, PEKSTROM@VALLEYVIEWBANK.COM	E-mail
64174	VALLEY VIEW STATE BANK, ATTN: JON FORGEY, 7500 W. 95TH STREET, OVERLAND PARK, KS, 66212	US Mail (1st Class)
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), DSBUSHNAQ@VENABLE.COM	E-mail

**Exhibit A - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), FWHCARTER@VENABLE.COM	E-mail
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), GACROSS@VENABLE.COM	E-mail
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), DSBUSHNAQ@VENABLE.COM	E-mail
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), FWHCARTER@VENABLE.COM	E-mail
64173	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), GACROSS@VENABLE.COM	E-mail
64173	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), DSBUSHNAQ@VENABLE.COM	E-mail
64173	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), FWHCARTER@VENABLE.COM	E-mail
64173	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), GACROSS@VENABLE.COM	E-mail
64173	VENABLE LLP, F.W.H. CARTER,D. BUSHNAQ,G. CROSS, (RE: DEUTSCHE BANK TRUST COMPANY AMERICA), FWHCARTER@VENABLE.COM	E-mail
64174	WELLS FARGO BANK, N A, ATTN: CARRIE BOOKER/TRAVIS GOLDEN, 1901 HARRISON ST, 2ND FLOOR, OAKLAND, CA, 94612	US Mail (1st Class)
64173	WELLS FARGO VENDOR FINAN SVCS, LLC, BANKRUPTCY ADMINISTRATION, CHRISTINE.ETHERIDGE@LEASINGCONNECTION.COM	E-mail
64174	WILMINGTON TRUST, NA, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF WELLS, FARGO COMM. MORTGAGE TRUST 2015-C26, 2100 ROSS AVENUE, SUITE 2500, DALLAS, TX, 75201	US Mail (1st Class)
64174	YOUNG WOMEN'S COLLEGE, PREP ACADEMY, 1906 CLEBURNE STREET, HOUSTON, TX, 77004	US Mail (1st Class)
<b>Subtotal for this group: 199</b>		

## **EXHIBIT B**

**Exhibit B - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64175	ATRIUM GAMING LLC, JED SCHWARTZ, ESQ., 28 LIBERTY STREET, 46TH FLOOR, NEW YORK, NY, 10005	US Mail (1st Class)
64176	ATRIUM GAMING LLC, JSCHWARTZ@MILBANK.COM	E-mail
64175	ATRIUM HOLDING COMPANY, BRIAN CAMERON, GENERAL COUNSEL, 1114 AVENUE OF THE AMERICAS,, 38TH FLOOR, NEW YORK, NY, 10036	US Mail (1st Class)
64175	ATRIUM HOLDING COMPANY, (RE: ATRIUM GAMING LLC), BRIAN CAMERON, GENERAL COUNSEL, 1114 AVENUE OF THE AMERICAS, 38TH FLOOR, NEW YORK, NY, 10036	US Mail (1st Class)
64175	ATRIUM HOLDING COMPANY, (RE: ATRIUM TRS IV LP &/OR ATRIUM FINANCE IV L), BRIAN CAMERON, GENERAL COUNSEL, 1114 AVENUE OF THE AMERICAS, 38TH FLOOR, NEW YORK, NY, 10036	US Mail (1st Class)
64176	ATRIUM HOLDING COMPANY, BRIAN CAMERON, GENERAL COUNSEL, BCAMERON@ATRIUMLLC.COM	E-mail
64176	ATRIUM HOLDING COMPANY, BRIAN CAMERON, GENERAL COUNSEL, BCAMERON@ATRIUMLLC.COM	E-mail
64176	ATRIUM HOLDING COMPANY, BRIAN CAMERON, GENERAL COUNSEL, BCAMERON@ATRIUMLLC.COM	E-mail
64175	ATRIUM TRS IV, LP AND/OR ATRIUM FINANCE IV, L.P., JED SCHWARTZ, ESQ., 28 LIBERTY STREET, 46TH STREET, NEW YORK, NY, 10005	US Mail (1st Class)
64176	ATRIUM TRS IV, LP AND/OR, JED SCHWARTZ, ESQ., JSCHWARTZ@MILBANK.COM	E-mail
64175	MARGOLIES, JONATHAN, (RE: ATRIUM TRS IV LP &/OR ATRIUM FINANCE IV L), SKELLY BUILDING, SUITE 350, (KS FED 70693), 605 WEST 47TH STREET, KANSAS CITY, MO, 64112	US Mail (1st Class)
64176	MARGOLIES, JONATHAN, (KS FED 70693), JMARGOLIES@MCDOWELLRICE.COM	E-mail
64175	MILBANK, TWEED, HADLEY & MCCLOY, LLP, (RE: ATRIUM TRS IV LP &/OR ATRIUM FINANCE IV L), JED MASTREN SCHWARTZ, SCOTT EDELMAN, 28 LIBERTY ST, NEW YORK, NY, 10005-1400	US Mail (1st Class)
64176	MILBANK, TWEED, HADLEY & MCCLOY/LLP, JED MASTREN SCHWARTZ, JSCHWARTZ@MILBANK.COM	E-mail
64176	MILBANK, TWEED, HADLEY & MCCLOY/LLP, SCOTT EDELMAN, SEDELMAN@MILBANK.COM	E-mail
64175	SFI BELMONT LLC, ATTN PETER SIDDIQUI, KATTEN MUCHIN ROSENMAN LLP, 525 W MONROE ST STE 1900, CHICAGO, IL, 60661	US Mail (1st Class)
64175	SFI BELMONT LLC, ELISHA BLECHNER,, EXECUTIVE VICE PRESIDENT, 1114 AVENUE OF THE AMERICAS, 39TH FL, NEW YORK, NY, 10036	US Mail (1st Class)
64176	SFI BELMONT LLC, ATTN PETER SIDDIQUI, PETER.SIDDIQUI@KATTENLAW.COM	E-mail

**Subtotal for this group: 18**

## **EXHIBIT C**

**Exhibit C - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64177	ASSISTANT UNITED STATES TRUSTEE, JORDAN SICKMAN, 301 NORTH MAIN STREET, SUITE 1150, WICHITA, KS, 67202	Federal Express Overnight
64177	BANK OF BLUE VALLEY, 11935 RILEY, OVERLAND PARK, KS, 66213	Federal Express Overnight
64177	BANK OF BLUE VALLEY, ATTN: STEVE FLEISCHAKER, 1235 E SANTA FE, OLATHE, KS, 66061	Federal Express Overnight
64177	BARCLAY'S CAPITAL REAL ESTATE INC., ATTN: LORI RUNG/CMBS SERVICING, 200 PARK AVE, NEW YORK, NY, 10166	Federal Express Overnight
64177	BERKADIA COMMERCIAL MORTGAGE LLC, CLIENT RELATIONS DEPT, 323 NORRISTOWN RD STE 300, AMBLER, PA, 19002-2758	USPS Express Mail
64177	BOKF, NA D/B/A BANK OF OKLAHOMA, ATTN: BRYAN GEIGER, COMMERCE BANKING CENTER, 9520 NORTH MAY AVE, OKLAHOMA CITY, OK, 73120	Federal Express Overnight
64177	BRYAN CAVE LLP, MARK G. STINGLEY/WILLIAM J. MALONEY, (RE: GREAT SOUTHERN BANK), 1200 MAIN STREET, SUITE 3800, KANSAS CITY, MO, 64105	Federal Express Overnight
64177	CITY OF LA VISTA, ATTN: BRENDA GUNN, 8116 PARK VIEW BLVD, LA VISTA, NE, 68128	Federal Express Overnight
64177	CITY OF SAN MARCOS, ATTN: DANIEL GUERRERO, MAYOR, 630 E HOPKINS, SAN MARCOS, TX, 78666	Federal Express Overnight
64177	CITY OF SPRINGFIELD, MO, LAND CLEARANCE REDEVELOP AUTH, 840 BOONVILLE, SPRINGFIELD, MO, 65801	Federal Express Overnight
64177	DEUTSCHE BANK TRUST CO. AMERICAS, TTEE OBO REG. HOLDERS OF CITIGROUP, COMMERCIAL MORTGAGE SEC., ET AL., 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA, 92705	Federal Express Overnight
64177	EMPIRE BANK, ATTN: RUSS MARQUART, 1800 SOUTH GLENSTONE, SPRINGFIELD, MO, 65804	Federal Express Overnight
64177	EUROHYPO AG, NEW YORK BRANCH, ATTN: JONATHAN HIRSHEY, 1114 AVENUE OF THE AMERICAS, 29TH FLOOR, NEW YORK, NY, 10036	Federal Express Overnight
64177	FIFTH THIRD BANK, ANDREW HAUCK, SR. VP LARGE CORP., 38 FOUNTAIN SQUARE PLAZA, CINCINNATI, OH, 45263	Federal Express Overnight
64177	FIRST NATIONAL BANK OF FORT SMITH, ATTN: JAMES HARMON, SIXTH AND GARRISON, FORT SMITH, AR, 72901	Federal Express Overnight
64177	FIRST NATIONAL BANK OF OMAHA, DOWNTOWN CORP BANKING GRP, 1620 DODGE ST, SC 1031, OMAHA, NE, 68197	Federal Express Overnight
64177	FIRST NATIONAL BANK OF OMAHA, 114TH AND DODGE, 1104 W DODGE RD, OMAHA, NE, 68154	Federal Express Overnight
64177	FIRST NATIONAL BANK OF OMAHA, SENIOR OFFICER, MORTGAGE LOAN DEPT, 1620 DODGE ST, OMAHA, NE, 68102	Federal Express Overnight
64177	FIRST TENNESSEE BANK NA, 165 MADISON AVE, MEMPHIS, TN, 38101	Federal Express Overnight
64177	FNB OF FORT SMITH, 602 GARRISON AVE, FORT SMITH, AR, 72902	Federal Express Overnight
64177	GOLDMAN SACHS MORTGAGE COMPANY, 200 W STREET, NEW YORK, NY, 10282	Federal Express Overnight
64177	GOLDMAN SACHS MORTGAGE COMPANY, ATTN: GENERAL COUNSEL, 6011 CONNECTION DR, SUITE 550, IRVING, TX, 75039	Federal Express Overnight
64177	GRAYDON HEAD & RITCHEY LLP, J. MICHAEL DEBBELER, ESQ, (RE: FIFTH THIRD BANK), 1900 5TH 3RD CENTER, 511 WALNUT ST, CINCINNATI, OH, 45202	Federal Express Overnight
64177	GREAT SOUTHERN BANK, ATTN: LEVI PATERSON, 1451 E BATTLEFIELD, SPRINGFIELD, MO, 65804	Federal Express Overnight
64177	HAWTHORN BANK, 321 W BATTLEFIELD, SPRINGFIELD, MO, 65807	Federal Express Overnight
64177	HAWTHORN BANK, 132 E HIGH ST, JEFFERSON CITY, MO, 65101	Federal Express Overnight
64177	LATHROP & GAGE LLP, BRIAN T. FENIMORE, (RE: WELLS FARGO BANK N.A.), 2345 GRAND BOULEVARD, SUITE 2200, KANSAS CITY, MO, 64108	Federal Express Overnight
64177	LNR (SPECIAL SERVICER) NOMURA LOAN, ATTN: JON KAPIT, 1601 WASHINGTON AV SUITE 700, MIAMI BEACH, FL, 33139	Federal Express Overnight
64177	MARINA INVESTMENTS LLC, 5353 S LINDBERGH BLVD, SUITE 200, SAINT LOUIS, MO, 63126	Federal Express Overnight
64177	MERRICK, BAKER & STRAUSS, PC, BRUCE E. STRAUSS, VICTOR F. WEBER, (RE: DEBTORS), 1044 MAIN STREET, SUITE 500, KANSAS CITY, MO, 64105	Federal Express Overnight
64177	MIDLAND LOAN SERVICES, BRIAN DAVIS-SPCL SVCNG DEPT, 10815 MASTIN ST STE 300, OVERLAND PARK, KS, 66210	Federal Express Overnight
64177	MOORE & VAN ALLEN, PLLC, DAVID B. WHEELER, REID E. DYER, (RE: S CAROLINA ELECTRIC & GAS CO), PO BOX 22828, 78 WENTWORTH STREET, CHARLESTON, SC, 29413-2828	USPS Express Mail
64177	MORTON COMMUNITY BANK, ATTN: JIM MAMER, 2400 E WASHINGTON ST, EAST PEORIA, IL, 61611	Federal Express Overnight
64177	NOMURA CREDIT & CAPITAL, INC., ATTN: JOE JOSEPH, 2 WORLD FINANCIAL CENTER, BUILDING B, NEW YORK, NY, 10281	Federal Express Overnight
64177	NOMURA CREDIT & CAPITAL, INC., ATTN: STACY ROSS, 2 WORLD FINANCIAL CENTER, BUILDING B, NEW YORK, NY, 10281	Federal Express Overnight
64177	OAKSTAR BANK, ATTN: MARK BYBEE, 1020 E BATTLEFIELD, SPRINGFIELD, MO, 65807	Federal Express Overnight

**Exhibit C - JQH**

<b>Svc Lst</b>	<b>Name and Address of Served Party</b>	<b>Mode of Service</b>
64177	OFFICE OF THE UNITED STATES TRUSTEE, 301 NORTH MAIN STREET, SUITE 1150, WICHITA, KS, 67202	Federal Express Overnight
64177	PLAINSCAPITAL BANK, ATTN: ZACH HUNTER, 2323 VICTORY AVE, SUITE 300, DALLAS, TX, 75219	Federal Express Overnight
64177	PLEASANT GROVE CITY REDEVELOP. AGCY, ATTN: FRANK MILLS, 70 SOUTH 100 EAST, PLEASANT GROVE, UT, 84062	Federal Express Overnight
64177	ROGERS FUNDING C/O TRIMONT REAL EST, J GREGORY WINCHESTOR; ELLEN PORTER, ADVISORS-ROGERS FUNDNG; MONARCH TWR, 3424 PEACHTREE RD NE STE 2200, ATLANTA, GA, 30326	Federal Express Overnight
64177	ROGERS FUNDING LLC, ATTN: JONATHAN EILIAN, 1114 AVENUE OF THE AMERICAS 38TH FL, NEW YORK, NY, 10036	Federal Express Overnight
64177	SAMUEL K CROCKER US TRUSTEE, BONNIE HACKLER, TRIAL ATTY, (RE: UNITED STATES TRUSTEE), 224 S BOULDER, STE #225, TULSA, OK, 74103	Federal Express Overnight
64177	SIMMONS FNB, 425 W CAPITOL AVE, SUITE 13, LITTLE ROCK, AR, 72201	Federal Express Overnight
64177	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), 1201 WALNUT, SUITE 2900, KANSAS CITY, MO, 64106	Federal Express Overnight
64177	U S BANK NA, AS TRUSTEE FOR THE, REG HOLDERS OF BANC OF AMERICA COMM, MORTGAGE, INC.,, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	Federal Express Overnight
64177	U S BANK NA, AS TRUSTEE FOR THE, REG. HOLDERS OF JP MORGAN CHASE, COMMERCIAL MORTGAGE SEC CORP, ET AL, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	Federal Express Overnight
64177	UMB BANK, N A , AS TRUSTEE, 2 SOUTH BROADWAY, SUITE 413, ST. LOUIS, MO, 63102-1713	Federal Express Overnight
64177	UMB BANK, N A, ATTN: CORPORATE TRUST DEPT, 2 SOUTH BROADWAY, SUITE 435, ST LOUIS, MO, 63102	Federal Express Overnight
64177	VALLEY VIEW STATE BANK, ATTN: JON FORGEY, 7500 W. 95TH STREET, OVERLAND PARK, KS, 66212	Federal Express Overnight
64177	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSN, ET AL), 750 E. PRATT STREET, SUITE 900, BALTIMORE, MD, 21202	Federal Express Overnight
64177	WELLS FARGO BANK, N A, ATTN: CARRIE BOOKER/TRAVIS GOLDEN, 1901 HARRISON ST, 2ND FLOOR, OAKLAND, CA, 94612	Federal Express Overnight
64177	WILMINGTON TRUST, NA, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF WELLS, FARGO COMM. MORTGAGE TRUST 2015-C26, 2100 ROSS AVENUE, SUITE 2500, DALLAS, TX, 75201	Federal Express Overnight

**Subtotal for this group: 52**