

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

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

**SFI BELMONT LLC’S LIMITED OBJECTION TO DEBTORS’ SECOND MOTION TO
EXTEND EXCLUSIVE PERIODS TO FILE AND SOLICIT ACCEPTANCE OF A PLAN
PURSUANT TO 11 U.S.C. § 1121(d)**

SFI Belmont, LLC (“SFI”), as party in interest and secured creditor of certain of the above-captioned debtors and debtors-in-possession, respectfully submits this limited objection to the Debtors’ Second Motion to Extend Exclusive Periods to File and Solicit Acceptance of a Plan Pursuant to 11 U.S.C. § 1121(d) [Docket No. 845] (the “Motion”) filed by John Q. Hammons Fall 2006, LLC and its co-debtor affiliates (collectively, “Debtors”).

¹ 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.

ARGUMENT

1. A prompt, orderly, and expeditious sale or other consensual liquidation of the Debtors' hotel business and other assets in a manner maximizing their value is in the best interests of SFI and Debtors' estates.

2. The Motion seeks an additional eight months of the exclusive right to file a plan. SFI asserts such an extension is excessive at this time.

3. The Debtors have advised SFI that they share the goal of maximizing value for all of their creditors and estates through expeditious sales of their assets at highest and best prices. The time is now to formulate and execute on a plan that will maximize value of the Debtors' assets. A shorter extension will also serve as a catalyst for the Debtors to resolve disputes and claim issues raised in the Motion as current impediments to progress, as well as enables the Debtors to move forward with a sale, either by motion or through a plan, that would be most appropriate under the circumstances.

4. SFI acknowledges that the Debtors have encountered challenges in the more than 7 months these cases have been pending. But the point of any chapter 11 case is to confirm a plan, and, while cause may exist for a further short extension of exclusivity, pushing the time for a plan to be proposed out until the end of the 2017 is not appropriate at this time.

Dated: February 6, 2017

Respectfully submitted,

By: /s/ Peter A. Siddiqui

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CERTIFICATE OF SERVICE

I certify that on February 6, 2017, the above and foregoing was served via this Court's CM/ECF electronic notification system on all parties requesting electronic notice.

/s/ Scott J. Goldstein
An Attorney for SFI Belmont LLC