Proof of Claim	U.S. Bankruptcy Court
Official Form 410	Clerk
	MAY 03 2017
United States Bankruptcy Court for the: District of KGNSGS Case number 16-21142	
Debtor 2	
Debtor 1 John Q. Hammons Fall 2006, LLC, et o	d. (EIN 20-5498597)
Fill in this information to identify the case:	

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1.	Who is the current creditor?	reditor? <u>OFONDOLC</u> <u>LICENIC</u> <u>CO</u> . Name of the current creditor (the person or entity to be paid for this claim)				
		Other names the creditor used with the debtor				
2.	Has this claim been acquired from someone else?	No Ves. From whom?				
3.	and payments to the	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
	creditor be sent?	Graybar Electric Co.	SAME			
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Graybar Electric Co. 8170 Lacklord Road	Name	-		
		Number Street	Number Street	-		
		ST. 10UIS HO 63114 City State ZIP Code	City State ZIP Code	-		
		Contact phone 34-573-3338	Contact phone			
		Contact phone 314-573-3338 Contact email Sanela. KV/eLija Ograybor	Contact email			
		Uniform claim identifier for electronic payments in chapter 13 (if you us	se one): 			
4.	Does this claim amend one already filed?	Yes. Claim number on court claims registry (if known)	Filed on MM / DD / YYYY			
5.	Do you know if anyone else has filed a proof of claim for this claim?	Ves. Who made the earlier filing?				
			00612			

Official Form 410 Page 16-21142 Claim 788-1 Filed 05/08/17 Desc Main Document Page 1 of 8 page 1

F	art 2: Give Informatio	on About the Claim as of the Date the Case Was Filed				
6.	Do you have any number you use to identify the debtor?	No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1471				
7.	How much is the claim?	\$ 1089.92 . No				
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).				
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).				
		Limit disclosing information that is entitled to privacy, such as health care information.				
		<u>Goods</u> Sold				
9.	is all or part of the claim secured?	No Yes. The claim is secured by a lien on property.				
		Nature of property:				
		Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim.				
		 Motor vehicle Other. Describe: 				
		Basis for perfection:				
		Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)				
		Value of property:				
		Amount of the claim that is secured: \$				
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amounts should match the amount in line 7.)				
		Amount necessary to cure any default as of the date of the petition: \$				
		Annual Interest Rate (when case was filed)%				
10). Is this claim based on a	X NO				
	lease?	☐ Yes. Amount necessary to cure any default as of the date of the petition. \$				
11	. Is this claim subject to a	X No				
	right of setoff?	Yes. Identify the property:				
	Case 16-21	142 Claim 788-1 Filed 05/08/17 Desc Main Document Page 2 of 8				

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12. Is all or part of the claim	M No	
entitled to priority under 11 U.S.C. § 507(a)?	Sec. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example,	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
in some categories, the law limits the amount entitled to priority.	□ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
	Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$
	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$
	* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or aft	er the date of adjustment.

Part 3: Sign Below

•

The person completing Check the appropriate box: this proof of claim must						
sign and date it.	I am the creditor.					
FRBP 9011(b).	I am the creditor's attorney or authorized agent.					
If you file this claim electronically, FRBP	am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.					
5005(a)(2) authorizes courts to establish local rules	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
specifying what a signature is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.					
A person who files a						
fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.					
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under penalty of perjury that the foregoing is true and correct.					
3571.	Executed on date 04/27/2017-					
	Signature Print the name of the person who is completing and signing this claim:					
	Name Sanela Kulelijae					
	Title <u>Financial</u> Managet					
	Company <u>Graybon</u> <u>Electric</u> <u>Co.</u> Identify the corporate servicer as the company if the authorized agent is a servicer.					
	Address 8170 Lackland Rd.					
	Number Street MO 6314					
	City State ZIP Code					
	contact phone 314-573-3338 Email Sanela. Kulelija@graybor.					

Official Form 410

Case 16-21142 Claim 788-1 Filed 05/08/17 Desc Main Document

Proof of Claim



Bill-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

INVOICE

Reprint

Invoice Questions Please Call

479-725-4900

Invoice No: 984959631 Invoice Date: 05/04/2016 Account Number: 391471 Account Name: COURTYARD BY MARRIOTT Ship-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

Page 1 of 2

Order No: BILL C	Order No: BILL COLLINS SO#: 355061246							
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped	From	F.O.B.	Rt.	То
8008070516		WILL CALL ORD	04/06/2016	SPRINGDA	LE, AR	S/P - F/A		
Signed for	By: BILL COLLINS							
Quantity C	atalog # / Descrip	tion		Unit	Price / U	nit		Amount
	25T8/SP41/ECO GENERAL LUORESCENT LAMP	ELECTRIC LIGHTING			3.16 /	1		31.60
	ED10LS3/828 GENERAL EL ED BRIGHT STIK 10W 2850K	ECTRIC LIGHTING			11.77 /	1		70.62
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped	From	F.O.B.	Rt.	То
8008070524	1ZE9W0210373044463	UPS	04/06/2016	ZONE-JOL	IET, IL	PPD - Bill		
Signed for	By: SANDERS							
Quantity C	atalog # / Descrip	tion		Unit	Price / U	nit		Amount
	12 LED7XDMR16S82725 GENERAL ELECTRIC LIGHTING 14.12 / 1 169.44 LED MR16 SILVER DIMMING 7W					169.44		
	10 F26DBX/835/ECO GENERAL ELECTRIC LIGHTING 6.07 / 1 60.70 CFL DOUBLE BIAX PLUG-IN T4					60.70		
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped	From	F.O.B.	Rt.	То
355061246		UPS	04/27/2016	FACTORY				
Quantity C	atalog # / Descrip	tion		Unit	Price / U	nit		Amount
12 S	6508 FC402C SW TC S	ATCO PRODUCTS IN	IC		13.81 /	1		165.72



Bill-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

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Page 2 of 2

Order No: BILL COLLINS

SO#: 355061246

Terms of Payment	Sub Total:	498.08
1% 15 Days, net 30 Days	Freight & Handling:	32.89
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum	Tax:	51.77
permitted by law may be added to all accounts not paid		582.74
by net due date. Visa, MasterCard, American Express,	Cash Discount(if paid within terms):	4.98-
and Discover credit cards are accepted at point of		
purchase only.		

GRAYBAR ELECTRIC COMPANY. INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

Subtract of Contact or Where a Six (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written renards. Furthermore, Graybar's inability indiced of either renard of the soods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shortages.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supersed on its behalf by a conditions shall be binding unless hereafter made in writing and signed on its behalf by a conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modificational terms are specifically rejected and deemed a material alternation hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Scatter (1246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readiusment Assistance Act of 1974, as amended, C29 CFR Part 471, Appendix A to Subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, 60-14, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §278dd-1, et. sea) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any guotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri, applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis Courty, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable. United States laws, regulations, or orders, Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that it the export laws are applicable, will not disclose or re-export any technical data received under this order to any countries for which the United States Sourcement requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such



Bill-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

INVOICE

Reprint

Invoice Questions Flexus Call

479-725-4900

Invoice No: 985698663 Invoice Date: 06/16/2016 Account Number: 391471 Account Name: COURTYARD BY MARRIOTT Ship-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

Page 1 of 3

Order No: JQH852039 - BILL COLLINS SO#: 355669024						
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8008906257		GRAYBAR	05/27/2016	SPRINGDALE, AR	PPD - Bill	
Signed for	By: BILL					
Quantity C	atalog # / Descri	ption		Unit Price /	Unit	Amount
	ED10LS3/828 GENERAL E ED BRIGHT STIK 10W 2856			11.77 /	1	235.40
	0A/S/130-TP2/12 GENER 0W 130/120V INCANDESC		NG	1.95 /	1	3.90
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8008936630		GB TRUCK	06/01/2016	SPRINGDALE, AR	PPD - Bill	
Signed for	By: C MEYERS	•	•		•	•
	latalog # / Descri	iption		Unit Price /	Unit	Amount
	13DBX/827/ECO4P GENEI FL DOUBLE BIAX PLUG-IN		ING	6.05 /	1	60.50
	OT61/2/F GENERAL ELEC 6-1/2 INTER LMP	TRIC LIGHTING		3.17 /	1	19.02
	OA/S/130-TP2/12 GENER		NG	1.95 /	1	3.90
	0A/S/130-TP2/12 GENER		NG	1.95 /	1	3.90

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Bill-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

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479-725-4900

Invoice No: 985698663 Invoice Date: 06/16/2016 Account Number: 391471 Account Name: COURTYARD BY MARRIOTT Ship-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

Page 2 of 3

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Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8009175812		GRAYBAR	06/16/2016	SPRINGDALE, AR	PPD - Bill	
Signed for	r By: MAIN OFFICE	2				
Quantity	Catalog # / Descr	iption		Unit Price / U	Jnit	Amount
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
8009175812		GRAYBAR	06/16/2016	SPRINGDALE, AR	PPD - Bill	
Signed for	r By: MAIN OFFICE	2				
Quantity	Catalog # / Descr	iption		Unit Price / U	Jnit	Amoun
	F9DBX23/841/ECO GENER DOUBLE BIAX	RAL ELECTRIC LIGHT	ΓING	6.05 /	1	60.50

Terms of Payment	Sub Total:	387.12
1% 15 Days, net 30 Days	Freight & Handling:	75.00
As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Tax: Total Due: Cash Discount(if paid within terms):	45.06 507.18 3.87-



BIII-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

INVOICE

Reprint

Invoice Questions Please Call

479-725-4900

Invoice No: 985698663 Invoice Date: 06/16/2016 Account Number: 391471 Account Name: COURTYARD BY MARRIOTT Ship-To: COURTYARD BY MARRIOTT 900 ROGERS AVE FORT SMITH AR 72901-2604 USA

> Page 3 of 3

Order No: JQH852039 - BILL COLLINS	SO#: 355669024

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

I. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

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5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to includental property intergenent) made to Graybar by the manufacture of the pools. GRA MAKES NO OTHER APPRESS OF MERCHARTABILITY AND FE THERE ARE THE COLLED WARRANTIES AND HERE AND FE THERE ARE THE ARE

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written results. Furthermore, Graybar's liability shall be limited to either repair of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

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15. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States Jaws, regulations, or orders. Buyer agrees to applicable, all requirements of the International Traffic in Arms Regulations and orders, and orders, as may be amended. Buyer function data received under this order to any comparise for which the United States District Ostic States are exported by the asset of the states and orders, and orders, uncluding, if applicable, all requirements of the International Traffic in Arms Regulations and orders for as an export in this order to any comparise for which the United States are of experiment requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such or supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such orders.

District of Kansas Claims Register

16-21142 John Q. Hammons Fall 2006, LLC

Judge: Robert D. Berger Office: Kansas City

Trustee:

Creditor: (8720049) GRAYBAR ELECTRIC CO. 8170 LACKLAND ROAD ST. LOUIS, MO 63114

Chapter: 11 Last Date to file claims: Last Date to file (Govt):

Claim No: 788 Original Filed Date: 05/08/2017 Original Entered Date: 05/08/2017 Status: Filed by: CR Entered by: Terri Marshall Modified:

Amount claimed: \$1089.92

History:

Details 788- 05/08/2017 Claim #788 filed by GRAYBAR ELECTRIC CO., Amount claimed: \$1089.92 (Marshall, Terri)

Description: (788-1) Goods sold

Remarks: (788-1) KSB Filed 5/3/17; ECF by Claims Agent 5/8/17

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC Case Number: 16-21142 Chapter: 11 Date Filed: 06/26/2016 Total Number Of Claims: 1

Total Amount Claimed*	\$1089.92
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		