

Fill in this information to identify the case:

Debtor 1 John Q. Hammons Fall 2006, LLC
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: District of Kansas
Case number 16-21142

FILED
Kansas City, KS
SEP 06 2016

Clerk
U.S. Bankruptcy Court

Official Form 410

Proof of Claim

04/16

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? Carrier Corporation
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
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Carrier Corporation</u> Name <u>PO Box 4808 Attn Joyce Kuppel TR-5</u> Number Street <u>Syracuse NY 13221</u> City State ZIP Code Contact phone <u>315-432-3243</u> Contact email <u>joyce.kuppel@carrier.utc.com</u>	Where should payments to the creditor be sent? (if different) <u>Carrier Corporation</u> Name <u>PO Box 93844</u> Number Street <u>Chicago IL 60673</u> City State ZIP Code Contact phone <u>315-432-3243</u> Contact email <u>joyce.kuppel@carrier.utc.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed?
 No
 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?
 No
 Yes. Who made the earlier filing? _____

JQH Ctl ID
00036

Part 2: Give Information 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: 0 9 1 6

7. How much is the claim? \$ 1,183.08 Does this amount include interest or other charges? 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.
Services Performed

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) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

Up to \$2,850* 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 \$12,850*) 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 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

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.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 08/31/2016
MM / DD / YYYY

Joyce Kuppel, Credit Mgr
Signature

Print the name of the person who is completing and signing this claim:

Name Joyce Kuppel
First name Middle name Last name

Title Credit Manager

Company Carrier Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 4808
Number Street
Syracuse NY 13221
City State ZIP Code

Contact phone 315-432-3243 Email joyce.kuppel@carrier.utc.com



Carrier Technologies
turn to the experts

INVOICE - B002516784

SITE: JOHN Q HAMMONS DBA LAVISTA COURTYAR
12560 WESTPORT PKWY
LAVISTA, NE 68128
(Carrier Site Code: R86001)

JOB NUMBER: 686B00054
BRANCH NUMBER: 703086

INVOICE NUMBER: B002516784
INVOICE DATE: 6/1/2016
DUE DATE: 7/1/2016
PAYMENT TERMS: NET 30 DAYS

BILL TO: JQH LA VISTA III DEVELOPMENT LLC
ATTN LAVISTA EMBASSY SUITES-A/R
12560 WESTPORT PKWY
LAVISTA NE 68128
(Carrier Customer Code: H1055501)

PO NUMBER: STEVE FOXCROFT
CARRIER A/R CODE: 350916

DESCRIPTION OF SERVICES

IDENTIFY LEAK ON CIRCUIT "A" OF CHILLER #2. RESPONDED TO REQUEST FOR SERVICE WHEN CIRCUIT "A" WAS REPORTED TO BE FLAT/OUT OF REFRIGERANT. INVESTIGATED AND LEAK CHECKED AND FOUND BOTH ACTUATOR BALL VALVES WERE LEAKING. SEVERAL LOW SIDE LEAKS EXIST AS WELL. QUOTING REPAIRS TO THE CUSTOMER.

DATE COMPLETED: 5/13/2016

Line	Description	Quantity	Unit Price	Extended Price
1	STRAIGHT TIME HOURS	7.5	130.50	978.75
2	LEAK DETECTORS	1.0	129.33	129.33
3	TRUCK CHARGE	1.0	75.00	75.00

PERFORMED PER CARRIER'S TERMS AND CONDITIONS. CARRIER RESERVES THE RIGHT TO ASSESS INTERESTS AT THE MAXIMUM RATE ALLOWABLE BY LAW ON AMOUNTS PAST DUE.

CARRIER CORPORATION, A DELAWARE CORP.
F.E.I.N. 06-0991716

PLEASE REMIT PAYMENT TO:

CARRIER CORPORATION
P.O. BOX # 93844
CHICAGO, IL 60673-3844
(INCLUDE CUST-ID REFERENCE: H1055501)

SUBTOTAL:	1,183.08
SALES TAX:	0.00
INVOICE TOTAL:	\$1,183.08

WE GREATLY APPRECIATE THE OPPORTUNITY TO SERVICE YOUR HVAC NEEDS. TO PAY BY M/C, VISA OR AMEX PLEASE CALL BETTY PELLENZ AT (315)432-6387. FOR ALL OTHER QUESTIONS PLEASE CALL ACCOUNTING AT (501) 945-6000.

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF SECTION 6, 7, 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATION ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF...ANY DIFFERENCES BETWEEN QUANTITIES SHIPPED HAVE BEEN BACK ORDERED AND WILL BE SHIPPED AS SOON AS RECEIVED. ANY CLAIM FOR SHORTAGE OR ADJUSTMENT MUST BE WITHIN 30 DAYS. CONFIRMATORY ORDER AND INVOICE SEE REVERSE SIDE.



INVOICE - B002516784

CONFIRMATORY ORDER AND INVOICE

Carrier Corporation, Seller, confirms receipt of Buyer's order for the goods and services on the front of this invoice. The confirmatory order is accepted subject to the following terms and conditions. No changes thereto shall be binding on the Seller.

TERMS AND CONDITIONS OF SALE

1. **Prices:** The prices set forth on the face hereof constituted an irrevocable offer by Buyer to pay such price at the time of Buyer's oral order.

2. **Payment** Buyer shall make immediate payment upon receipt of this invoice. Payment shall not be deemed to have been made, until Seller actually receives such payment. Payment by check is conditional upon honor of such check when only presented to the Payor Bank. Each delivery shall be considered a separate contracting requiring payment.

3. **Taxes:** Prices set forth in the invoice do not include any taxes, or increases in such taxes, or additional taxes applicable to the goods and all such taxes shall be in addition to the purchase price for the goods.

4. **Shipment:** This is a shipment contract. The goods are sold F.O.B. place of shipment. Seller will arrange for transportation of the goods to the place requested by Buyer. Goods will be shipped under a straight bill of lading naming Buyer as consignee. The bill of lading will be sent to Buyer's address. Buyer will furnish to Carrier Traffic Department a copy of all claims for loss, damage or injury to the material and proceeds of such claim will be

5. **Excusable Delay:** Seller shall not be deemed to be in default on account of delays in the delivery of the goods or in the performance of any other act to be performed by Seller under this order due to any cause to the extent it is beyond Seller's control and not occasioned by Seller's fault or negligence. In case of such delays, deliveries shall be resumed when the delays have ceased to exist, unless, Buyer, after such delays have existed for at least thirty (30) days from the date of Buyer's order, elects to terminate the order.

6. **Risk of Loss, Title, Acceptance:** Title and risk of loss to any of the goods shall pass to Buyer upon shipment of the goods at the point of shipment and if Buyer fails to reject any goods in writing, within five (5) days of its delivery, Buyer shall be irrevocably deemed to have inspected and accepted the goods.

7. **Delivery and Shipment** Delivery of all goods shall be made to the location specified by Buyer. Unless otherwise agreed, in writing between Seller and Buyer, Seller shall not unload, uncrate, install, attach, hook up or affix any of the goods in any respect. Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar

8. **Warranty:**

(a) For a period of twelve (12) months from the date of shipment, Seller represents and warrants that the goods delivered under this order shall, at the time of delivery thereof to Buyer shall be free from defects in material and

(b) The extent of Seller's liability hereunder as to defective goods is limited to the repair or replacement of the same with a similar item free from

(c) The defective goods shall be returned by Buyer with all shipping and insurance charges prepaid, as promptly to Seller. All corrections, repair and replacements shall be made by Seller at its expense. Return to Buyer of the repaired, replaced or corrected goods shall be at Seller's expense. Disassembly of the goods to correct the defect, removal of the defective goods, crating and reassembly of the goods shall be at Buyer's expense.

(d) Title to any goods returned to Seller pursuant to this paragraph 8 shall at all times remain with Buyer, except Seller shall take title to all returned goods, replaced with substitute goods. Seller shall have such responsibility for such goods as is chargeable to Seller by law by reason of its position as a bailee for hire, but shall not be chargeable for loss of use.

(e) THE WARRANTIES PROVIDED IN THIS PARAGRAPH 8, THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER AND THE RIGHTS AND REMEDIES OF BUYER HEREUNDER ARE EXCLUSIVE AND

SUBSTITUTION FOR, AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ANY IMPLIED WARRANTY OF FITNESS, OR FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AND SHALL NOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED ON BEHALF OF BUYER AND SELLER BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES.

9. Buyer shall not defer delivery beyond specified dates nor cancel this order except on terms which fully compensate carrier for work done and commitments made.

10. The prices stated herein will be subject to adjustment to prices in effect time of shipment. Any price increase that may become effective hereunder will not exceed the lawful ceiling prices established by applicable Government price regulations.

11. **Rights and Liabilities in Case of Patent Infringement** If notified promptly in writing of any action brought against the Buyer based on a claim that the goods infringe a United States patent, Seller will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that Seller shall have the sole control of the defense of any such action, and all negotiations for the settlement or compromise thereof. In the event that, under any circumstances in which Seller shall have a liability to the Buyer based upon breach of warranty of freedom from infringement of a United States patent, a final injunction shall be obtained against the Buyer's use of the goods or any part thereof by reason of infringement of United States patent. Seller shall (or if in Seller's opinion the goods are likely to become the subject of a claim of infringement of a United States patent, Seller may) at its sole option and at its expense either procure for the Buyer the right to continue using the goods, replace or modify the same so that they become noninfringing or remove them and refund the total purchase price therefor. Seller shall not have any liability to the Buyer under any provision of this paragraph if any patent infringement, or claim thereof, is based upon the use of the goods in the combination with other goods, parts, components, equipment, devices, use of the goods in operation of any process, or which results from acts of Seller necessary to comply with drawings or specifications furnished by Buyer. The indemnity provided in this paragraph 11 and the obligations of Seller hereunder, are exclusive and in substitution for, and Buyer hereby waives, all other indemnities, warranties, obligations and liabilities on the part of Seller express or implied, arising by law or otherwise with respect to any actual or alleged patent infringement or the like by the goods or any part

12. **Governing Law:** This order shall be interpreted, construed and governed according to the laws of the State of New York, and the rights and obligations of the parties hereto shall be determined by the United Commercial Code adopted in the State of New York to the exclusion of the laws (including "conflict of laws" or "choice of laws") of any other forum, foreign or domestic.

13. **Entire Agreement:** This order contains the entire agreement and understanding by and between Seller and Buyer with respect to the subject matter of this order; and no representations, promises, agreements, or understandings not contained herein shall be of any force and effect, unless it is in writing and signed by the parties herein. No waiver of any provisions of this order shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provisions of this order at any time shall be deemed a waiver of any other provision of this order at such time or any other time.



Carrier Commercial Services
Customer Service Report

Week end date 05/19/2016				
Technician Labor				
Date	ST	TH	OT	TWL
M				
T				
W				
T				
F 05/13	7.5			
S				
S				

Client Site JOHN Q HAMMONS DBA LAVISTA COURTYAR		Job Number 686B00054	Work Order ID 160054022@01
Address 12560 WESTPORT PKWY		Customer PO Number STEVE FOXCROFT	
		Authorized by STEVE FOXCROFT	
City LAVISTA	State	Zip 68128	Technician Name NICK STOLZER

Work Requested: **IDENTIFY LEAK ON CIRCUIT A OF CHILLER 2**

Equipment Serviced		
NO	Model No.	Serial No.
1	CARRIER	30XAR2606N-0-H33
2		
3		
4		
5		
6		

Work Identification	
Start-Up	Warranty
Repair Service	Fault Code RPREQ
Operational	
Stop Rtn/Major	
Unscheduled	Unitary PM

Safety Checklist (check deficiencies):				Safety Checklist Complete: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Voltage Present During Grounding Test	<input type="checkbox"/> Required PPE Not Available	<input type="checkbox"/> Material Handling Eq. Not Avail.	<input type="checkbox"/> Material Handling Haz Present	<input type="checkbox"/> Portable Fire Extinguisher Not Available	<input type="checkbox"/> Inadequate Illumination	<input type="checkbox"/> Weather Haz Present Snow/Wind	<input type="checkbox"/> Barriers w/in 6' of Edge Not Present
<input type="checkbox"/> Fire or Explosion Hazard Present	<input type="checkbox"/> Confined Space Haz Present	~ Unitary Only Checklist ~		<input type="checkbox"/> Electrical Shock/LOTO Haz Present	<input type="checkbox"/> Slip, Trip or Fall Hazard Present	<input type="checkbox"/> Equip. Access Hazard Present	<input type="checkbox"/> Wildlife Hazard Present
<input type="checkbox"/> Floor Drains Unprotected from Spills	<input type="checkbox"/> Emg. Evacuation Rt. Blocked	<input type="checkbox"/> No Access to Roof/Unsafe	<input type="checkbox"/> Cut Hazard Present	<input type="checkbox"/> Deficiencies Corrected: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Safety Issues Noted: Yes No Grounding checked w/ GFI/1 Pon: Yes No

Does a Standard Work Instruction (SWI) Exist? Yes No If so, have you reviewed it? Yes No

Work Performed: **1) RESPONDED TO REQUEST FOR SERVICE A CIRCUIT THAT WAS REPORTED FLAT OR OUT OF REFRIGERANT. AFTER MUCH INVESTIGATION AND LEAK CHECKING WITH MULTIPLE LEAK DETECTOR BOTH ACTUATED BALL VALVES WHERE FOUND TO BE LEAKING. AS WELL SEVERAL LOW SIDE LEAKS.**

Waste Water Drain Discharge Customer Approval Required Signature _____ Date 05/13/2016

Check in w/ Customer Work Complete: Yes No

Expenses/Cash _____ Recommendations: **MAKE REQUIRED REPAIRS. ALSO CUSTOMER HAD ADDED GAS TO BOTH CHILLERS LAST YEAR.**

Materials Used				
PO No.	Description	Qty	Unit Price	Source*
686B00054	NITROGEN AND THIS SHOULD BE DOUBLED AS	1		V
686B00054	SOAP BUBBLES	1		V
	R-134A FOR TRACE GAS	5		TS

*TS=Truck Stock V=Vendor CS=Customer Stock

THE WORK AND/OR INSPECTIONS DESCRIBED ABOVE WERE PERFORMED AS STATED TERMS AND CONDITIONS ARE A PART HEREOF

CUSTOMER SIGNATURE _____ DATE 05/13/2016 CARRIER SIGNATURE _____ DATE 05/13/2016

Version 10/31/2011

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE - EQUIPMENT AND/OR SERVICE

- 1. PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
- 2. EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
- 3. RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
- 6. DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
- 7. WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
- 9. ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
- 10. CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall
- Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
- 11. EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, gullage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
- 12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) -** Upon the initial scheduled operating and/or initial annual step inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an equipment condition report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
- 13. PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
- 14. LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.
- 15. CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
- 16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE -** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to discern and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
- 17. CARRIER TERMINATION -** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
- 18. CLAIMS-** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 19. GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR") and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations. As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
- 20. HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
- 21. WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 22. SUPERSEDE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 23. CUSTOMER CONSENT -** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
- 24. FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (8559580) CARRIER CORPORATION PO BOX 4808 ATTN: JOYCE KUPPEL TR-5 SYRACUSE, NY 13221	Claim No: 72 <i>Original Filed</i> Date: 09/13/2016 <i>Original Entered</i> Date: 09/13/2016	Status: Filed by: CR Entered by: Terri Marshall Modified:
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Amount claimed: \$1183.08				
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History:

Details	72-1	09/13/2016	Claim #72 filed by CARRIER CORPORATION, Amount claimed: \$1183.08 (Marshall, Terri)
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Description: (72-1) Services performed

Remarks: (72-1) KSB Filed 9/6/16; ECF by Claims Agent 9/13/2016

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*	\$1183.08
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		