

Fill in this information to identify the case:

Debtor name: JQH - La Vista CY Development LLC
United States Bankruptcy Court for the District of Kansas at Kansas City
Case number (If known): 16-212φ1

See Appendix A to bar date notice for list of debtors and case numbers.

ID: 1336
OMAHA STORM CHASERS
12356 BALLPARK WAY
PAPILLION, NE 68046-4817

RECEIVED
OCT 25 2016
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

04/16

Official Form 410
Proof of Claim

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, except for administrative expenses under 11 U.S.C. § 503(b)(9).

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.

The original of this completed form (faxes not accepted), together with accompanying documentation, must be either (a) delivered to the Claims and Noticing Agent at the address set forth on the Bar Date Notice, or (b) filed using the online Document Filing System (CM/ECF) of the United States Bankruptcy Court for the District of Kansas, in either event so as to be received no later than 5:00 p.m. CST on the December 23, 2016.

Part 1: Identify the Claim

1. Who is the current creditor? Alliance Baseball Omaha LLC dba Omaha Storm Chasers
Name of the current creditor (the person or entity to paid for this claim)
Other name 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?
Omaha Storm Chasers
Name
12356 Ballpark Way
Number Street
Papillion NE 68046
City State ZIP Code
Where should payments to the creditor be sent? (if different)
Name
Number Street
City State ZIP Code
Contact phone 402-738-5139
Contact phone _____
Contact email lauries@omahastormchasers.com
Contact email _____
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 Ct ID
00136

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: _____

7. How much is the claim? \$ 5775.00 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.
Sponsorship including signage, print ad, tickets

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 all that apply:

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.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

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

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.

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

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.

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.

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 10/20/2016
MM/DD/YYYY

Laurie Schlender
Signature

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

Name Laurie A Schlender
First name Middle name Last name

Title Assistant General Manager

Company Alliance Baseball Omaha LLC dba Omaha Storm Chasers
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 12356 Ballpark Way
Number Street

Papillion NE 68046
City State ZIP Code

Contact phone 402-738-5139 Email lauries@omahastormchasers.com



39363467001336

OMAHA STORM CHASERS
12356 BALLPARK WAY
PAPILLION, NE 68046-4817



12560 Westport Parkway, La Vista, NE 68128

ROOMS ONLY CONTRACT

September 3, 2013

GROUP NAME: Omaha Storm Chasers
CONTACT: Mr. Martie Cordaro
TITLE: General Manager
ADDRESS: 12356 Ballpark Way,
 Papillon, NE 68046
E-MAIL: martiec@omahastormchasers.com
PHONE: (402) 738-5108
FAX: (402) 734-7166

Thank you for choosing *Courtyard by Marriott Omaha - La Vista* ("Hotel"). We are pleased to offer the following accommodations and special rate for your visiting teams and Omaha Storm Chaser's business related guests, owners, staff, entertainers and Major-Minor League coaches/personnel. 19 sleeping rooms per night will be guaranteed for visiting teams. Additions to the team block and Omaha Storm Chaser's non visiting team sleeping room requests are subject to availability.

VALID YEAR	SINGLE-DOUBLE RATE*	MARKETING**	SPECIAL EVENT RATE**	SPECIAL EVENT MARKETING**
2014	\$89	\$21,000	+\$40 per room night over Berkshire Hathaway AGM, College World Series, US Olympic Swim Trials (2016) and any new significant citywide events	+\$5 per room night up to a maximum of \$1,000 per year
2015	\$93	\$22,050		
2016	\$98	\$23,100		

*Excludes applicable taxes, currently set at 17.6%. Applicable to both regular and special event rates.

**Billed by Omaha Storm Chasers and payable by Hotel in 4 installments -April, May, June & July each year.

It shall be Group's sole responsibility to disclose clearly and conspicuously to all attendees, in advance of booking and making reservations for rooms supplied by Hotel, any and all taxes specified by Hotel herein and any and all additional charges and gratuities specified herein.

RESERVATION METHOD: Rooming list from visiting team's room coordinator can be forwarded to our group rooms coordinator, kezziah.schommer@iqh.com. Direct phone 402-408-5460 or the Courtyard main line is 402-339-4900.

GUEST ROOM CHARGES: For 19 team rooms guaranteed: room and taxes only to master account, and individuals to present credit card at time of check-in to access ancillary services. For rooms over and above the 19 room guarantee, visiting team or individuals to pay own accounts at departure, to present credit card at check-in to access ancillary services.

ATTRITION: Group must produce at least 80% of 19 sleeping rooms per night averaged over the group's total stay. Any deficit will be billed to the group's Master Account as liquidated damages for underperformance, plus applicable taxes and service charges.



12560 Westport Parkway, La Vista, NE 68128

ROOMS ONLY CONTRACT

September 3, 2013

GROUP NAME: Omaha Storm Chasers
CONTACT: Mr. Martie Cordaro
TITLE: General Manager
ADDRESS: 12356 Ballpark Way,
 Papillion, NE 68046
E-MAIL: martiec@omahastormchasers.com
PHONE: (402) 738-5108
FAX: (402) 734-7166

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ATTRITION: Group must produce at least 80% of 19 sleeping rooms per night averaged over the group's total stay. Any deficit will be billed to the group's Master Account as liquidated damages for underperformance, plus applicable taxes and service charges.

CANCELLATION of VISITING TEAM: In the event of a cancellation 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the contracted sleeping room will be due, plus applicable taxes and service charges.

In the event of a cancellation 91 or more days prior to arrival, liquidated damages in the amount of eighty percent of the Contracted Sleeping Room Revenue will be due, plus applicable taxes and service charges.

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

CANCELLATION of INDIVIDUAL TRAVELERS: Must be received by the Hotel outside 24 hours in advance to avoid any fees equal to one night's accommodation, except during Special Events where their total stay will be charged.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE: The following items shall be charged to the Master Account: 19 sleeping rooms per night for visiting teams, taxes, attrition charges, plus applicable taxes thereon (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting. All 3rd party charges will be assessed 10% handling charge. Payment of any amount not covered by the group's deposits is due within 10 days of billing date and will thereafter accrue interest at 1.5% per month, or the highest rate permissible by law. Individual guest accounts are payable at check-out by cash or credit card.


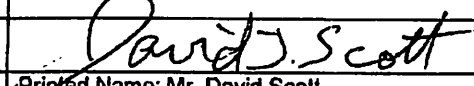
INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to or associated with this contract, and not less than the following amounts: Comprehensive general liability insurance covering automobile, personal injury and property damage, with single limits of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall be primary and not contributory with Hotel's coverage. Damage to the Hotel premises by the Group will be the Group's sole responsibility. The Hotel is not responsible for any loss or damage no matter how caused to any samples, properties, or personal effects brought into the Hotel.

The Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members, managers and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

MISCELLANEOUS PROVISIONS: In the event of litigation, Nebraska law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of Nebraska courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Hotel. Group may not assign any benefits associated in any way with this contract without consent of Hotel. No food and beverage of any kind may be brought into Hotel or any hospitality suite by group or its guests.

EQUAL OPPORTUNITY: The Equal Opportunity Clauses required by Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (formerly 2012), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 13201, as amended, and their implementing regulations at 41 CFR Chapter 60 (including 41 CFR 60-1.4, 41 CFR60-250.5, CFR60-300.5 and 41 CFR 60-741.5 respectively) are part of this contract and binding upon the parties, including any Seller, Purchaser, Contractor, Subcontractor, Vendor, or Supplier) unless exempted by rules, regulation or orders of the Secretary of Labor. The parties further agree to adhere to all federal, state and local nondiscrimination laws regarding equal opportunity for all persons without regard to race, color, religion, sex, national origin, disability or veteran's status.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By Group's authorized representative:	By Hotel's authorized representative:
	
Printed Name: Mr. Martie Cordaro	Printed Name: Mr. David Scott
Title: General Manager	Title: Director of Sales
Date: 9-10-13	Date: 9-10-13

Advertising Contract Inventory
INTERNAL USE ONLY

Company: *Courtyard by Marriott* Term: *2 years*

Rep: *MC*

	Inventory	Value Assigned	Dates
Signage	<i>Foul poles</i>	<i>\$16,199</i> <i>\$17,199</i>	
Promotions		<i>2015 ↑</i> <i>2016 ↑</i>	
Print	<i>1/2 Page program</i>	<i>\$1,925</i>	
PA/Table			
Broadcast			
Season Tickets	<i>4 club</i>	<i>\$3,976</i>	
Groups			
Suite Rental			
Food/Beverage			
Sarpy Surcharge			
Other			

Note - 2014 OSC contract was incorrectly noted as a 1 year deal, referring to the alternative Courtyard by Marriott contract moving forward (noted as a 3 year deal)

AD33



OMAHA STORM CHASERS BASEBALL CLUB SPONSORSHIP AGREEMENT



SPONSOR INFORMATION:

NAME Courtyard by Marriott
 CONTACT PERSON David Scott
 ADDRESS 1 12520 Westport Parkway
 ADDRESS 2 La Vista, Nebraska 68128
 ADDRESS 3 _____
 PHONE 402-331-7400
 FAX 402-408-5479
 E-MAIL David.Scott@jqb.com

This is a sponsorship agreement ("Agreement") between Alliance Baseball Omaha LLC d/b/a Omaha Storm Chasers Baseball Club ("Operator") and the above-identified party ("Sponsor"). In consideration of the mutual agreements set forth herein, Operator and Sponsor agree:

Term. This Agreement shall commence on the date executed by Sponsor and shall terminate on the 31st day of December of the Agreement's last term year unless earlier terminated by Operator pursuant to this Agreement. The term of this Agreement shall be:

- One Year – 2014 Two Years – 2014-2015 Three Years – 2014-2016
 Five Years – 2014-2018 Seven Years – 2014-2020 Other _____

Sponsorship Benefits. Operator grants Sponsor the following benefits ("Sponsorship Benefits") during the term of this Agreement:

	Description	Cost
SIGNAGE	Foul Poles Signage	Package
PROMOTIONS		
PRINT	Half Page Color Program Ad	Package
PA/TABLE DISPLAYS		
BROADCAST		
OTHER		
SEASON TICKETS	Four (4) Club Season Tickets	Package
GROUP TICKETS		
FOOD/BEVERAGE		
OTHER TICKETS	Sarpy County Surcharge	\$144.00

See Attached Exhibit for further details of Sponsorship Benefits to be provided under the Agreement.

Sponsorship Fee. As consideration for the Sponsorship Benefits, Sponsor shall pay Operator the following annual fee ("Sponsorship Fee"):

ANNUAL SPONSORSHIP FEE: \$21,000.00
 TOTAL AGREEMENT FEE: \$21,000.00

The Sponsorship Fee shall be paid in accordance with the payment schedule ("Payment Schedule") attached to this Agreement as Exhibit "A" and incorporated herein by this reference. All amounts not paid by the required date set forth on the Payment Schedule shall be subject to a finance charge of one percent (1%) per month. Any modifications to the Payment Schedule are subject to Operator's sole discretion and express written approval.

MD
9-18-13

Advertising Materials. Operator shall be responsible for the initial printing and production of the signage and advertising-related materials ("Advertising Materials") to be utilized in connection with the Sponsorship Benefits under this Agreement. Sponsor shall provide its logo, trademark, service mark, or any other form of moniker ("Mark") that it intends to utilize on its Advertising Materials to Operator no later than the 1st day of March of the Agreement's first term year. In the event this Agreement is executed by Sponsor after the 1st day of March of the Agreement's first term year, Sponsor shall provide its Mark to Operator no later than ten (10) days after the Agreement is executed by Sponsor. Sponsor must submit its Mark to Operator electronically in a high resolution PDF or vector format. Operator shall at all times have the right to reject, in whole or in part, any Mark that Operator believes, in its sole discretion, is not consistent with the best interests and policies of Operator.

Sponsor shall be responsible for checking all Advertising Materials for errors and shall provide Operator with prompt notice of any error Sponsor believes exists with respect to its Mark or the Advertising Materials. Upon prompt notice from Sponsor, Operator shall correct any errors of which it is made aware, provided that such errors are reasonably acknowledged by Operator. Operator shall not be liable for any damages arising out of any errors existing with respect to Sponsor's Mark or the Advertising Materials unless Sponsor complies with the notice requirement of this provision and Operator fails to correct an acknowledged error within a reasonable period of time after receiving such notice.

If subsequent to the initial printing and production of the Advertising Materials by Operator, Sponsor desires to utilize a different Mark in connection with the Advertising Materials, Sponsor must provide the new Mark to Operator within thirty (30) days of the desired change. Operator will continue to use the old Mark in connection with Sponsor's Advertising Materials until Sponsor provides Operator with the new Mark and for a period of up to thirty (30) days thereafter. Any costs incurred by Operator in connection with incorporating Sponsor's new Mark including, but not limited to, printing and production costs, shall be the sole responsibility of Sponsor.

Each Party agrees that it shall not use the other Party's Mark except as authorized in this Agreement or as otherwise agreed to, in writing, by the Party who possesses rights in the Mark. Upon termination of this Agreement, each Party agrees to cease use and/or reproduction of the other Party's Mark.

Termination. In the case of Sponsor's breach of this Agreement, which includes, but is not limited to Sponsor's failure to timely pay the Sponsorship Fee, Operator may terminate this Agreement by giving Sponsor prior written notice of Operator's termination. Such termination shall be effective thirty (30) days from the date of such notice, unless Sponsor corrects any breach capable of correction within the thirty (30) day notice period, or if such matter is not capable of correction in such thirty (30) day notice period, Sponsor diligently pursues such correction to completion after such thirty (30) day period subject to a maximum of thirty (30) additional days. Any such corrections shall be subject to Operator's acceptance in its absolute discretion.

If this Agreement is terminated due to Sponsor's breach of any of the provisions contained herein, the remaining balance of the Total Agreement Fee due under this Agreement shall immediately accelerate in full and become due within thirty (30) days after the Agreement is terminated.

Sponsor's Representations and Warranties. Sponsor represents to Operator that Sponsor has all rights necessary to utilize the Mark in the manner contemplated by this Agreement.

Operator's Representations and Warranties. Operator hereby represents to Sponsor that it has the right to grant Sponsor all Sponsorship Benefits granted pursuant to this Agreement; and Operator has obtained the approvals of all third parties which are required in order for Operator to grant the Sponsorship Benefits in favor of Sponsor.

Conformance with Baseball Rules and Regulations. The Parties hereby acknowledge and agree that all rights granted under this Agreement are expressly subject to, and must conform with, all applicable baseball rules and regulations, including, without limitation: (1) all rules, regulations, constitutions and bylaws of the league of which Operator is a member; (2) all rules and regulations of The National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball ("NAPBL"), including the National Association Agreement; (3) the Professional Baseball Agreement; (4) the Major League Rules; and (5) any rule, regulation, restriction, guideline, resolution or other requirement issued from time to time by any baseball authority governing Operator (e.g., the League President, the NAPBL President, the NAPBL Board of Trustees or the Commissioner of Major League Baseball) including the NAPBL Gambling Guidelines.

Assignment. Sponsor's rights under this Agreement are not assignable or otherwise transferable without the prior written consent of Operator.

Non-Disclosure. Neither Party shall disclose any term or provision of this Agreement, including the Sponsorship Fee, to any other entity or individual, without the written consent of the non-disclosing Party. Nothing herein shall prohibit any disclosure required by law, court order, in furtherance of legal proceedings to enforce the provisions of the Agreement, or any disclosure by either Party to its directors, officers, employees or attorneys, or either Party's corporate affiliate or the directors, officers, employees or attorneys of such corporate affiliate. If either Party is requested to disclose any term or provision of this Agreement, such Party shall promptly notify the other Party to permit the other Party to seek a protective order or to take other appropriate action. Each Party shall cooperate to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the disclosed information. If, in the absence of a protective order, either Party is compelled as a matter of law to disclose any term or provision of this Agreement, such Party may disclose to the entity or individual compelling disclosure only such information as is required to be disclosed (in which case, prior to such disclosure the

disclosing Party shall advise and consult with the non-disclosing Party and its attorneys as to such disclosure and the nature and wording of such disclosure), and both Parties shall use reasonable efforts to obtain confidential treatment therefore.

Indemnification. Except for Operator's acts of gross negligence or willful and wanton misconduct, Sponsor agrees to indemnify and hold Operator, its directors, partners, employees, attorneys, agents, affiliates, subsidiaries, parents, and their respective predecessors, successors and assigns or any of them, and any related entities or persons in privity with any of them, collectively or individually, harmless from any and all claims, demands, causes of action in law or in equity, suits, debts, torts, frauds, statutory relief and claims, anticipatory or actual breaches of contract, liabilities of any nature whatsoever, including but not limited to any claims, demands, or causes of action for Mark infringement, that Operator may incur or be subject to that arise out of or relate to this Agreement.

Consequential Damages. IN NO EVENT SHALL OPERATOR BE LIABLE FOR ANY INDIRECT SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM TORT, NEGLIGENCE OR STRICT LIABILITY), OR FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF LOSSES OR DAMAGES OF THAT KIND AND REGARDLESS OF THE FORM OF THE PROCEEDINGS OR THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INFRINGEMENT, OR MISAPPROPRIATION.

Independent Status. This Agreement does not create a fiduciary relationship between the Parties nor does it constitute a Party as an agent, legal representative, joint venturer, partner, employee or servant of the other Party for any purpose whatsoever; and it is understood between the Parties that Sponsor is not authorized to make any contract, agreement, warranty or representation on behalf of Operator, or to create any obligation, express or implied, on behalf of Operator. Neither Party shall, without the prior written approval of the other Party, have any power to obligate the other Party for any expenses, liabilities or other obligations, other than as may be specifically provided for in this Agreement.

Notices. Any and all notices required or permitted under this Agreement shall be in writing from a Party to this Agreement or its attorney and shall be personally delivered or mailed by certified mail, return receipt requested, to the respective Parties at the following addresses unless and until a different address has been designated by written notice to the other Party:

Notices to Operator:	Mr. Martie Cordaro Omaha Storm Chasers Baseball Club 12356 Ballpark Way Papillion, NE 68046
Notices to Sponsor:	_____ Same As Above _____ _____ _____

Any notice by certified mail shall be deemed to have been given at the date and time of mailing.

Entire Agreement. This Agreement, any exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire, full and complete agreement between Operator and Sponsor concerning the subject matter hereof, and supersede all prior agreements. There are no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either Party unless executed in writing by both Parties.

Severability. Each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid or contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the Parties hereto; and such invalid sections, parts, terms and/or provisions shall not be deemed part of this Agreement; except that if severability would cause this Agreement to fail in its essential purpose or purposes, in which case the Agreement shall be deemed terminated by mutual agreement of the Parties.

Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of Operator and Sponsor and their respective successors and permitted assigns.

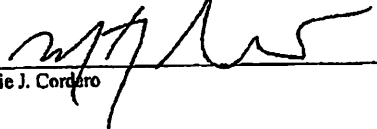
Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Venue. The Parties hereby submit themselves to the exclusive jurisdiction of the courts in and for Sarpy County, Nebraska, and agree that proper venue lies with said courts in connection with any and all suits arising out of or related to this Agreement.

Construction. Each Party acknowledges that it has sought the advice of legal counsel to review and comment upon this Agreement or has been afforded the opportunity to do the same but declined, and that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one Party and in favor of the other.

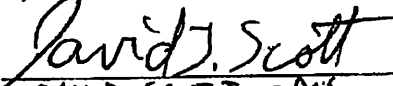
Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not define, limit or extend the scope or intent of any provision contained herein.

ALLIANCE BASEBALL OMAHA LLC d/b/a
OMAHA STORM CHASERS BASEBALL CLUB

Signature: 
Print: Mantie J. Cordaro

Date: September 10, 2013

Courtyard by Marriott

Signature: 
Print: DAVID SCOTT - DoS

Date: 9/10/13



Werner Park 12356 Ballpark Way
Papillion, NE 68046

Invoice

Date	Invoice #
6/1/2016	16-AD14d

Bill To
Courtyard by Marriott David Scott 12520 Westport Parkway La Vista, NE 68128

Web Site
omahastormchasers.com

Due Date
7/1/2016

Qty	Description	Rate	Amount
	Billing on Season Sponsorship- payment 4 of 4	5,775.00	5,775.00

Phone #
402-734-2550

Total	\$5,775.00
Payments/Credits	\$0.00
Balance Due	\$5,775.00

Omaha Storm Chasers Baseball
 Werner Park-12356 Ballpark Way
 Papillion, NE 68046

Statement

Date
10/20/2016

To:
Courtyard by Marriott David Scott 12520 Westport Parkway La Vista, NE 68128

		Amount Due	Amount Enc.		
		\$6,775.00			
Date	Transaction	Amount	Balance		
09/30/2015	Balance forward		0.00		
03/01/2016	INV #16-AD14a. Due 04/01/2016. --- Sponsorship Billing \$5,775.00	5,775.00	5,775.00		
04/01/2016	INV #16-AD14b. Due 05/01/2016. --- Sponsorship Billing \$5,775.00	5,775.00	11,550.00		
04/26/2016	PMT #691920. 16 Adv	-5,775.00	5,775.00		
05/01/2016	INV #16-AD14c. Due 06/01/2016. --- Sponsorship Billing \$5,775.00	5,775.00	11,550.00		
05/20/2016	PMT #694398. 16 Adv	-5,775.00	5,775.00		
06/01/2016	INV #16-AD14d. Due 07/01/2016. --- Sponsorship Billing \$5,775.00	5,775.00	11,550.00		
06/21/2016	PMT #698271. 16 Adv	-5,775.00	5,775.00		
07/21/2016	INV #16-Golf2. Due 08/11/2016. --- Business Develop-Genl \$200.00	200.00	5,975.00		
07/28/2016	PMT #4148. 16 Golf	-200.00	5,775.00		
09/22/2016	INV #16-rebates. Due 09/30/2016. --- Excl Rts-Prem Ptr-Current Year \$1,000.00	1,000.00	6,775.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,000.00	0.00	0.00	5,775.00	\$6,775.00

Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

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.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

■ A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.

■ For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at: www.bmcgroup.com/JOH.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages. Claims entitled to administrative priority under 11 U.S.C. §503(b)(9) should be asserted by filling in the appropriate information on this *Proof of Claim* form. All other administrative claims must be asserted by an appropriate "request" under 11 U.S.C. §503(a) and should not be asserted on this *Proof of Claim* form.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by Regular Mail:

BMC Group, Inc.
Attn: John Q Hammons Claims Processing
PO Box 90100
Los Angeles, CA 90009

If by Messenger or Overnight Delivery:

BMC Group, Inc.
Attn: John Q Hammons Claims Processing
3732 W 120th Street
Hawthorne, CA 90250

Do not file these instructions with your form

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:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<i>Creditor:</i> (8510546) OMAHA STORM CHASERS 12356 BALLPARK WAY PAPILLION NE 68046	Claim No: 177 <i>Original Filed</i> Date: 10/27/2016 <i>Original Entered</i> Date: 10/27/2016	<i>Status:</i> Filed by: CR Entered by: Terri Marshall Modified:
Amount claimed: \$5775.00		

History:

Details	177-1	10/27/2016	Claim #177 filed by OMAHA STORM CHASERS, Amount claimed: \$5775.00 (Marshall, Terri)
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Description: (177-1) Services Performed

Remarks: (177-1) Filed in JQH - La Vista CY Development, LLC (16-21201)

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*	\$5775.00
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		