

Fill in this information to identify the case:

Debtor name: John Q Hammons Fall

United States Bankruptcy Court for the District of Kansas at Kansas City

Case number (if known): 16-21142-11

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

ID: 2123
KILLINGSWORTH ENVIRONMENTAL
1407 AIRPORT RD
MONROE, NC 28110-7391

RECEIVED

NOV 08 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

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, 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?

Killingsworth Environmental of the Carolinas, LLC
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?

Killingsworth Environmental
Name

1407 Airport Road
Number Street

Monroe NC 28110
City State ZIP Code

Contact phone 704-563-8787

Contact email DeannaShodgrass@thebiggreenk.com

Where should payments to the creditor be sent?
(if different)

Name _____

Number Street _____

City State ZIP Code _____

Contact phone _____

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 Ctl ID
00179

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: 141239

7. How much is the claim? \$ 2100.00 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.
services rendered

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

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

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 11/04/2016
MM/DD/YYYY

Deanna Snodgrass
Signature

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

Name Deanna Rorie Snodgrass
First name Middle name Last name

Title Collections / Finance Manager

Company Killingsworth Environmental of the Carolinas, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1407 Airport Road
Number Street

Monroe NC 28173
City State ZIP Code

Contact phone 704-563-8787 ext 2225 Email DeannaSnodgrass@thebiggreenk.com



39363467002123

KILLINGSWORTH ENVIRONMENTAL
1407 AIRPORT RD
MONROE, NC 28110-7391

Debtor name: _____

United States Bankruptcy Court for the District of Kansas at Kansas City

Case number (if known): _____

See Appendix A to bar date notice for list of debtors and case numbers to be used for that purpose.

NOTE: This form SHOULD NOT be used to make a claim against Debtor for money owed. A separate Proof of Claim form should be used for that purpose. This form should only be used to assert an interest in a Debtor. An interest, as used herein, refers specifically to an equity security within the meaning of 11 U.S.C. §101(16). Parties not asserting an interest SHOULD NOT file a proof of interest at this time.

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NOV 08 2016

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

4/16

Proof of Interest Form

Read the instructions before filling out this form. This form is for asserting an interest in a bankruptcy case. Do not use this form to make a request for payment of a claim or 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 interest, 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 form 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 interest 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 Interest

1. Who is the current interest holder?

Name of the current interest holder (person or entity holding the interest)

Other name the interest holder used with the debtor

2. Has this interest been acquired from someone else?

☐

No

☐

Yes. From whom? _____

3. Where should notices and payments to the interest holder be sent?

Where should notices to the interest holder be sent?

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

Where should payments to the interest holder be sent? (if different)

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

4. Does this form 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 interest for this interest?

☐

No

☐

Yes. Who made the earlier filing? _____

Part 2: Give information about the Interest 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. Type of interest

Indicate if your Interest is based on actual shares of stock held in the Debtor or a membership interest held in the debtor or something else:

Number of shares held or percentage of membership interest: _____

Indicate if your Interest is based on anything else and describe that interest: _____

Part 3: Sign Below

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

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

A person who files a fraudulent form 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 interest holder.

☐

I am the interest holder'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 have examined the information in this *Proof of Interest* 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 _____

MM / DD / YYYY

Signature

Name

First name

Middle name

Last name

Title

Company

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

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

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



Account Number
141239

Statement Date
10/12/2016

Statement Number
undefined

Bill To:
Embassy Suites-Concord
Embassy Suites-Concord/Alan Benson
5400 John Q Hammon Dr
Concord, NC
28027-3401

Services Provided

| Date | Invoice # | Description | Address | Amount | Balance |
|-----------|-----------|-----------------|---|------------|----------|
| 6/20/2016 | 680925-2 | K-9 SCENT-KW | 5400 John Q Hammon Dr Concord, NC 28027-3401 | \$400.00 | \$400.00 |
| 6/10/2016 | 718590 | BED BUG HEAT-KW | 5400 John Q Hammon Dr Concord, NC 28027-3401 | \$850.00 | \$850.00 |
| 6/20/2016 | 722071 | BED BUG HEAT-KW | 5400 John Q Hammon Dr Concord, NC 28027-3401 | \$850.00 | \$850.00 |
| Total | | | | \$2,100.00 | |

Please return this portion with your payment.

Remit To
1407 Airport Road
Monroe, NC 28110
1-800-852-8419
Account Number
141239

Amount Paid: _____

Check No.: _____

Credit Card No.: _____

Expiration: _____

CVC Code: _____

Statement Number
undefined

Signature: _____



VISA





Bill To:
Embassy Suites-Concord
Embassy Suites-Concord/Alan Benson
5400 John Q Hammon Dr
Concord, NC 28027-3401

Account Number
141239

Invoice Date
June 10, 2016

Invoice Number
718590

Service Location:
5400 John Q Hammon Dr
Concord, NC 28027-3401

BED BUG HEAT-KW

\$850.00

Total

\$850.00

Comments

Room 422

Please return this portion with your payment.

Remit To
1407 Airport Road
Monroe, NC 28110
1-800-852-8419

Amount Paid: _____

Check No.: _____

Credit Card No.: _____

Account Number
141239

Expiration: _____

CVC Code: _____

Invoice Number
718590

Signature: _____



VISA





Bed Bug Treatment Report

1407 Airport Road
Monroe, NC 28110

(704) 821-2810
N.C. Lic. #1383PW
1919PW
1956PW
1959PW
S.C. Lic. #CA017855
CA010439
CA010439

Date: 06/10/2016 Account #: 141239

Tech 1: Wayne Tech 2: _____

Homeowner: Embassy Suites-Concord

Address: 5400 John Q Hammon Dr

City: Concord State: NC Zip: 28027-3401

Subdivision: _____

Phone: 704-454-1702 K-9 Used: _____

Other Findings/Additional Unit Requirements or Observations:

Treatment: Heat treatment

Option 1: _____

Option 2: _____

Treatment Specifications

- ☐ Single Family Dwelling
- ☐ Apartment/Condo
- ☐ Neat and Orderly
- ☐ Clothing stuffed in plastic bags
- ☐ Closets packed with clothes and storage
- ☐ Clothes in piles on the floor
- ☐ Blood stains on the walls
- ☐ Blood stains on the mattress/box springs
- ☐ Ground plug outlet
- ☐ Live bed bug observed
- ☐ Multiple mattresses stacked
- ☐ Apartment too full to properly inspect
- ☐ Trailor Access
- ☐ Containment Wall
- ☐ Multiple Levels
- ☐ Power for fans
- ☐ Fire sprinkler heads
- ☐ Open Areas
- ☐ Cathedral Ceilings
- ☐ See notes below for additional concerns
- ☐ Recommend Heat Treatment
- ☐ Number of Beds _____
- ☐ Number of Rooms _____
- ☐ Approximate Treatment Square Footage _____

LEVEL OF SEVERITY:

- ☒ Light (only evidence was seen on a bed in one room)
- ☐ Moderate (visible evidence in several rooms)
- ☐ Heavy (live bed bugs in more than 1 room, collecting on ceiling)

Treatment rooms/areas: Room 422

| Chemical | Amount | Pest |
|----------------|----------|-----------------|
| <u>Heaters</u> | <u>4</u> | <u>Bed bugs</u> |
| <u>Fans</u> | <u>2</u> | <u>Bed bugs</u> |
| <u>Steamer</u> | <u>1</u> | _____ |
| _____ | _____ | _____ |

Preparation Protocol adhered to: ☒ Yes ☐ No (Additional Charges May Apply)

Payment Information: Bulld

Bed Bug Treatment Cost: \$ 850

Bed Bug Warranty: \$ N/a

Bed Bug Green Solution Treatment General Terms and Warranty Conditions

- 1. LIMITS OF LIABILITY** - Although Bed Bug Green Solution will exercise reasonable care in performing services under this contract, to the fullest extent permitted by law. Bed Bug Green Solution disclaims any and all liability for incidental or consequential damages arising from this service. By signing this Contract, Customer waives any and all claims for damage to the property or people resulting directly or indirectly from work performed by Bed Bug Green Solution with the sole exception of claims for damages due to gross negligence of Bed Bug Green Solution and/or its employees*.
- 2. SPECIFIC EXCLUSIONS** - This contract does not cover and Bed Bug Green Solution will not be responsible for:
- Expenses related to the replacement of linen, upholstery, furniture, mattress, or related costs
 - Expenses related to medical evaluation or treatment for bites associated with bed bugs
 - Damages or expenses for any claim of personal injury related to an infestation of bed bugs
 - Loss of income claimed to be related to any bed bug bites or associated illnesses
 - Additional exclusions: _____
- 3. CUSTOMER'S OBLIGATIONS** - Customer agrees to maintain the premises subject to this contract in a condition which does not promote infestation of bed bugs. Specifically, Customer agrees to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to bed bugs. Customer agrees to disclose any home remedy products or any chemical treatment within the last 30 days. If premises is found in a different condition at time of treatment than the condition the premises was in at time of inspection, additional charges may apply.
- 4. NOTICE OF CLAIMS, ACCESS TO PROPERTY** - Any claim under the terms of the contract must be made immediately in writing to Bed Bug Green Solution. Bed Bug Green Solution is only obligated to perform under this contract if customer allows Bed Bug Green Solution access to the identified structure for any purpose contemplated by the contract including but not limited to re-inspection, whether the inspection was requested or considered necessary by customer or required by the contract and requested or considered necessary by Bed Bug Green Solution. In the event Bed Bug Green Solution is denied access to the interior of the structure, Bed Bug Green Solution will not provide treatment and Customer agrees to pay a service charge for a return visit to provide treatment of the structure.
- 5. DISCLAIMER OF WARRANTY AND RENEWAL OF CONTRACT** - If a Bed Bug warranty option is approved on the front of this contract, it will include an inspection with one of our canine scent detection teams to clear the residence for this warranty. The warranty includes a free heat treatment up to \$1,500 if any live activity occurs during the contract period. Warranty does not cover homes with current bed bug activity. Either party may cancel this contract at any time on thirty (30) days written notice to the other party. The renewal fee will not be adjusted. Customer understands that Bed Bug Green Solution's liability under this contract is limited to providing a REMEDIAL TREATMENT ONLY and in no way, implied or otherwise is Bed Bug Green Solution responsible for the repair or replacement of any content of the structure(s). Warranty will also be void if customer does not maintain the yearly inspection. Homeowner must be home at the time of inspection and inspection fee paid at the time of service for the warranty to be valid.

- 6. ENTIRE CONTRACT AND SEVERABILITY** - This contract, together with any attachment(s) if any, signed by Bed Bug Green Solution and customer constitutes the entire contract between the parties and no other representations or statements whether written or oral, will be binding upon the parties. If any part of this contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this contract will remain in full force and effect.
- 7. NON-PAYMENT** - Customer will pay Bed Bug Green Solution invoices upon receipt. Bed Bug Green Solution may terminate this contract if payment is not received within thirty (30) days of the date of invoices. In the event legal action is necessary to collect any amount due Bed Bug Green Solution shall be entitled to recover from the customer all reasonable costs collections, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Bed Bug Green Solution. This contract and any extension of its term will be effective only upon payment of the charges as provided within.
- 8. TERMINATION** - Bed Bug Green Solution's liability under this contract will terminate and Bed Bug Green Solution will be excused from the performance of any obligations under the contract should:
- Customer utilizes any home remedy products, "do-it-yourself" products, over-the-counter products or any chemicals to eradicate bed bugs, termites, insects, spiders, beetles, or rodents that could cause a negative resolution or chemical reaction.
 - Bed Bug Green Solution be prevented or delayed from fulfilling its responsibilities under the terms of this contract by reasons or circumstances reasonably beyond Bed Bug Green Solution's control, including, but not limited to, acts of any duly constituted government authority, acts of God, or refusal of customer to allow Bed Bug Green Solution access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this contract.
- 9. ARBITRATION** - Customer and Bed Bug Green Solution agree that any controversy or claim between them rising out of or relating to this Contract will be settled exclusively by arbitration, except that Bed Bug Green Solution reserves the right to sue Customer in a court of law for any amount due Bed Bug Green Solution from Customer. Such Arbitration will be conducted in accordance with the commercial arbitration rules, then in force, of the American Arbitration Association. The arbitration award will be final and binding on both parties. Judgment upon such arbitration award may be entered in any court of competent jurisdiction. The arbitrator will not have the power of authority to award exemplary, treble, liquidated, or punitive damages.
- 10. CHANGE IN LAW** - This contract shall be interpreted, regulated, and adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this contract is executed. Should any federal, state, or local law or regulation be changed regarding Bed Bug Green Solution services or treatment Bed Bug Green Solution may take whatever steps are necessary to comply with said laws.

By signing this Contract, I, the Customer certify that I have read and fully understand the provisions on the front and back of this Contract with all its terms and conditions without limitation, and it being specifically understood that Bed Bug Green Solution and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise.



*Homeowner understands that option 1 represents the primary treatment option recommended by Bed Bug Green Solution. Option 2 is a lesser alternate course of action that does not

Case 1:16-cv-01142-DWM Document 1-1 Filed 11/09/16

Desc Main Document Page 12 of 18

There are no warranties which extend beyond the description on



Bill To:
Embassy Suites-Concord
Embassy Suites-Concord/Alan Benson
5400 John Q Hammon Dr
Concord, NC 28027-3401

Account Number
141239

Invoice Date
June 20, 2016

Invoice Number
722071

Service Location:
5400 John Q Hammon Dr
Concord, NC 28027-3401

BED BUG HEAT-KW

\$850.00

Total

\$850.00

Comments

room 508

Please return this portion with your payment.

Remit To
1407 Airport Road
Monroe, NC 28110
1-800-852-8419

Amount Paid: _____

Check No.: _____

Credit Card No.: _____

Account Number
141239

Expiration: _____

CVC Code: _____

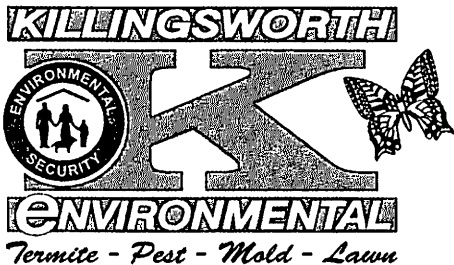
Invoice Number
722071

Signature: _____



VISA





Bed Bug Treatment Report

1407 Airport Road
Monroe, NC 28110

(704) 821-2810
N.C. Lic. #1383PW
1919PW
1956PW
1959PW
S.C. Lic. #CA017855
CA010439
CA010439

Date: 06/20/2016 Account #: 141239

Tech 1: Wayne Tech 2: _____

Homeowner: Embassy Suites-Concord

Address: 5400 John Q Hammon Dr

City: Concord State: NC Zip: 28027-3401

Subdivision: _____

Phone: 704-454-1702 K-9 Used: _____

Other Findings/Additional Unit Requirements or Observations:

Treatment: Heat treatment

Option 1: _____

Option 2: _____

Treatment Specifications

- ☐ Single Family Dwelling
- ☐ Apartment/Condo
- ☐ Neat and Orderly
- ☐ Clothing stuffed in plastic bags
- ☐ Closets packed with clothes and storage
- ☐ Clothes in piles on the floor
- ☐ Blood stains on the walls
- ☐ Blood stains on the mattress/box springs
- ☐ Ground plug outlet
- ☐ Live bed bug observed
- ☐ Multiple mattresses stacked
- ☐ Apartment too full to properly inspect
- ☐ Trailer Access
- ☐ Containment Wall
- ☐ Multiple Levels
- ☐ Power for fans
- ☐ Fire sprinkler heads
- ☐ Open Areas
- ☐ Cathedral Ceilings
- ☐ See notes below for additional concerns
- ☐ Recommend Heat Treatment
- ☐ Number of Beds _____
- ☐ Number of Rooms _____
- ☐ Approximate Treatment Square Footage _____

LEVEL OF SEVERITY:

- ☒ Light (only evidence was seen on a bed in one room)
- ☐ Moderate (visible evidence in several rooms)
- ☐ Heavy (live bed bugs in more than 1 room, collecting on ceiling)

Treatment rooms/areas: Whole room 508

| Chemical | Amount | Pest |
|----------------|----------|-----------------|
| <u>Heaters</u> | <u>4</u> | <u>Bed bugs</u> |
| <u>Fans</u> | <u>2</u> | _____ |
| <u>Steamer</u> | <u>1</u> | _____ |
| _____ | _____ | _____ |

Preparation Protocol adheard to: ☒ Yes ☐ No (Additional Charges May Apply)

Payment Information: Billed

Bed Bug Treatment Cost: \$ 850

Bed Bug Warranty: \$ N/a

Bed Bug Green Solution Treatment General Terms and Warranty Conditions

- 1. LIMITS OF LIABILITY** - Although Bed Bug Green Solution will exercise reasonable care in performing services under this contract, to the fullest extent permitted by law. Bed Bug Green Solution disclaims any and all liability for incidental or consequential damages arising from this service. By signing this Contract, Customer waives any and all claims for damage to the property or people resulting directly or indirectly from work performed by Bed Bug Green Solution with the sole exception of claims for damages due to gross negligence of Bed Bug Green Solution and/or its employees*.
- 2. SPECIFIC EXCLUSIONS** - This contract does not cover and Bed Bug Green Solution will not be responsible for:
- Expenses related to the replacement of linen, upholstery, furniture, mattress, or related costs
 - Expenses related to medical evaluation or treatment for bites associated with bed bugs
 - Damages or expenses for any claim of personal injury related to an infestation of bed bugs
 - Loss of income claimed to be related to any bed bug bites or associated illnesses
 - Additional exclusions: _____
- 3. CUSTOMER'S OBLIGATIONS** - Customer agrees to maintain the premises subject to this contract in a condition which does not promote infestation of bed bugs. Specifically, Customer agrees to maintain the premises in a reasonably clean and sanitary condition, and to keep the structure in such a state of repair so as to avoid providing easily accessible means of access to bed bugs. Customer agrees to disclose any home remedy products or any chemical treatment within the last 30 days. If premises is found in a different condition at time of treatment than the condition the premises was in at time of inspection, additional charges may apply.
- 4. NOTICE OF CLAIMS, ACCESS TO PROPERTY** - Any claim under the terms of the contract must be made immediately in writing to Bed Bug Green Solution. Bed Bug Green Solution is only obligated to perform under this contract if customer allows Bed Bug Green Solution access to the identified structure for any purpose contemplated by the contract including but not limited to re-inspection, whether the inspection was requested or considered necessary by customer or required by the contract and requested or considered necessary by Bed Bug Green Solution. In the event Bed Bug Green Solution is denied access to the interior of the structure, Bed Bug Green Solution will not provide treatment and Customer agrees to pay a service charge for a return visit to provide treatment of the structure.
- 5. DISCLAIMER OF WARRANTY AND RENEWAL OF CONTRACT** - If a Bed Bug warranty option is approved on the front of this contract, it will include an inspection with one of our canine scent detection teams to clear the residence for this warranty. The warranty includes a free heat treatment up to \$1,500 if any live activity occurs during the contract period. Warranty does not cover homes with current bed bug activity. Either party may cancel this contract at any time on thirty (30) days written notice to the other party. The renewal fee will not be adjusted. Customer understands that Bed Bug Green Solution's liability under this contract is limited to providing a REMEDIAL TREATMENT ONLY and in no way, implied or otherwise is Bed Bug Green Solution responsible for the repair or replacement of any content of the structure(s). Warranty will also be void if customer does not maintain the yearly inspection. Homeowner must be home at the time of inspection and inspection fee paid at the time of service for the warranty to be valid.

- 6. ENTIRE CONTRACT AND SEVERABILITY** - This contract, together with any attachment(s) if any, signed by Bed Bug Green Solution and customer constitutes the entire contract between the parties and no other representations or statements whether written or oral, will be binding upon the parties. If any part of this contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this contract will remain in full force and effect.
- 7. NON-PAYMENT** - Customer will pay Bed Bug Green Solution invoices upon receipt. Bed Bug Green Solution may terminate this contract if payment is not received within thirty (30) days of the date of invoices. In the event legal action is necessary to collect any amount due Bed Bug Green Solution shall be entitled to recover from the customer all reasonable costs collections, including reasonable attorney's fees and expenses, in addition to any outstanding amount due Bed Bug Green Solution. This contract and any extension of its term will be effective only upon payment of the charges as provided within.
- 8. TERMINATION** - Bed Bug Green Solution's liability under this contract will terminate and Bed Bug Green Solution will be excused from the performance of any obligations under the contract should:
- Customer utilizes any home remedy products, "do-it-yourself" products, over-the-counter products or any chemicals to eradicate bed bugs, termites, insects, spiders, beetles, or rodents that could cause a negative resolution or chemical reaction.
 - Bed Bug Green Solution be prevented or delayed from fulfilling its responsibilities under the terms of this contract by reasons or circumstances reasonably beyond Bed Bug Green Solution's control, including, but not limited to, acts of any duly constituted government authority, acts of God, or refusal of customer to allow Bed Bug Green Solution access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this contract.
- 9. ARBITRATION** - Customer and Bed Bug Green Solution agree that any controversy or claim between them rising out of or relating to this Contract will be settled exclusively by arbitration, except that Bed Bug Green Solution reserves the right to sue Customer in a court of law for any amount due Bed Bug Green Solution from Customer. Such Arbitration will be conducted in accordance with the commercial arbitration rules, then in force, of the American Arbitration Association. The arbitration award will be final and binding on both parties. Judgment upon such arbitration award may be entered in any court of competent jurisdiction. The arbitrator will not have the power of authority to award exemplary, treble, liquidated, or punitive damages.
- 10. CHANGE IN LAW** - This contract shall be interpreted, regulated, and adjudicated in accordance with applicable federal, state, and local laws and regulations as they exist at the time this contract is executed. Should any federal, state, or local law or regulation be changed regarding Bed Bug Green Solution services or treatment Bed Bug Green Solution may take whatever steps are necessary to comply with said laws.

By signing this Contract, I, the Customer certify that I have read and fully understand the provisions on the front and back of this Contract with all its terms and conditions without limitation, and it being specifically understood that Bed Bug Green Solution and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise.



*Homeowner understands that option 1 represents the primary treatment option recommended by Bed Bug Green Solution. Option 2 is a lesser alternate course of action that does not



Bill To:
Embassy Suites-Concord
Embassy Suites-Concord/Alan Benson
5400 John Q Hammon Dr
Concord, NC 28027-3401

Account Number
141239

Invoice Date
June 20, 2016

Invoice Number
680925-2

Service Location:
5400 John Q Hammon Dr
Concord, NC 28027-3401

K-9 SCENT-KW

\$400.00

Total

\$400.00

Comments

Inspected 105 Room 508 confirmed and treated today

Please return this portion with your payment.

Remit To
1407 Airport Road
Monroe, NC 28110
1-800-852-8419

Amount Paid: _____

Check No.: _____

Credit Card No.: _____

Account Number
141239

Expiration: _____

CVC Code: _____

Invoice Number
680925-2

Signature: _____



VISA





1407 Airport Road
Monroe, NC 28110
(704) 821-2810
NC LIC #1919PW
SC LIC #017855
SC LIC # 010439
SC LIC #029097

ADDRESS 5400 John Q Hammon Dr
CITY Concord
STATE / ZIP NC 28027-3401
PHONE NUMBER 704-454-1702

NAME Embassy Suites-Concord
DATE 06/20/2016
Account Number 141239

THE K9 inspection PERFORMED 6/20/16

IS A ONE TIME SERVICE. NO GUARANTEE OR RESERVICE WILL BE PROVIDED AND IT IS TO

BE PAID IN FULL WHEN SERVICE IS COMPLETE.

Inspected 105

Room 508 confirmed and treated today

Alan Benson

CUSTOMER SIGNATURE

Matt Evans

SIGNATURE

AMOUNT PD.

CK #/CASH

K9

Dodger

TARGET PEST

Bedbugs

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1118 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1157 | 1158 | 1159 | 1160 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 1183 | 1184 | 1185 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1194 | 1195 | 1196 | 1197 | 1198 | 1199 | 1200 | 1201 | 1202 | 1203 | 1204 | 1205 | 1206 | 1207 | 1208 | 1209 | 1210 | 1211 | 1212 | 1213 | 1214 | 1215 | 1216 | 1217 | 1218 | 1219 | 1220 | 1221 | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 | 1231 | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 | 1241 | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 | 1251 | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 | 1261 | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 | 1271 | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 | 1281 | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 | 1291 | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 | 1301 | 1302 | 1303 | 1304 | 1305 | 1306 | 1307 | 1308 | 1309 | 1310 | 1311 | 1312 | 1313 | 1314 | 1315 | 1316 | 1317 | 1318 | 1319 | 1320 | 1321 | 1322 | 1323 | 1324 | 1325 | 1326 | 1327 | 1328 | 1329 | 1330 | 1331 | 1332 | 1333 | 1334 | 1335 | 1336 | 1337 | 1338 | 1339 | 1340 | 1341 | 1342 | 1343 | 1344 | 1345 | 1346 | 1347 | 1348 | 1349 | 1350 | 1351 | 1352 | 1353 | 1354 | 1355 | 1356 | 1357 | 1358 | 1359 | 1360 | 1361 | 1362 | 1363 | 1364 | 1365 | 1366 | 1367 | 1368 | 1369 | 1370 | 1371 | 1372 | 1373 | 1374 | 1375 | 1376 | 1377 | 1378 | 1379 | 1380 | 1381 | 1382 | 1383 | 1384 | 1385 | 1386 | 1387 | 1388 | 1389 | 1390 | 1391 | 1392 | 1393 | 1394 | 1395 | 1396 | 1397 | 1398 | 1399 | 1400 | 1401 | 1402 | 1403 | 1404 | 1405 | 1406 | 1407 | 1408 | 1409 | 1410 | 1411 | 1412 | 1413 | 1414 | 1415 | 1416 | 1417 | 1418 | 1419 | 1420 | 1421 | 1422 | 1423 | 1424 | 1425 | 1426 | 1427 | 1428 | 1429 | 1430 | 1431 | 1432 | 1433 | 1434 | 1435 | 1436 | 1437 | 1438 | 1439 | 1440 | 1441 | 1442 | 1443 | 1444 | 1445 | 1446 | 1447 | 1448 | 1449 | 1450 | 1451 | 1452 | 1453 | 1454 | 1455 | 1456 | 1457 | 1458 | 1459 | 1460 | 1461 | 1462 | 1463 | 1464 | 1465 | 1466 | 1467 | 1468 | 1469 | 1470 | 1471 | 1472 | 1473 | 1474 | 1475 | 1476 | 1477 | 1478 | 1479 | 1480 | 1481 | 1482 | 1483 | 1484 | 1485 | 1486 | 1487 | 1488 | 1489 | 1490 | 1491 | 1492 | 1493 | 1494 | 1495 | 1496 | 1497 | 1498 | 1499 | 1500 | 1501 | 1502 | 1503 | 1504 | 1505 | 1506 | 1507 | 1508 | 1509 | 1510 | 1511 | 1512 | 1513 | 1514 | 1515 | 1516 | 1517 | 1518 | 1519 | 1520 | 1521 | 1522 | 1523 | 1524 | 1525 | 1526 | 1527 | 1528 | 1529 | 1530 | 1531 | 1532 | 1533 | 1534 | 1535 | 1536 | 1537 | 1538 | 1539 | 1540 | 1541 | 1542 | 1543 | 1544 | 1545 | 1546 | 1547 | 1548 | 1549 | 1550 | 1551 | 1552 | 1553 | 1554 | 1555 | 1556 | 1557 | 1558 | 1559 | 1560 | 1561 | 1562 | 1563 | 1564 | 1565 | 1566 | 1567 | 1568 | 1569 | 1570 | 1571 | 1572 | 1573 | 1574 | 1575 |
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Killingsworth Environmental of the Carolinas LLC | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Other (see instructions) ▶ | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) 1407 Airport Rd City, state, and ZIP code Monroe NC 28110 List account number(s) here (optional) | |
| Requester's name and address (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | - | | | | - | |
| Employer identification number | | | | | | | | |
| 2 | 0 | - | 8 | 9 | 6 | 9 | 3 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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> (8510077) KILLINGSWORTH ENVIRONMENTAL 1407 AIRPORT ROAD MONROE NC 28110 | Claim No: 230 <i>Original Filed</i> Date: 11/09/2016 <i>Original Entered</i> Date: 11/09/2016 | <i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i> |
| Amount claimed: \$2100.00 | | |

History:

| | | | |
|--------------------------------|------------------------------|------------|---|
| <u>Details</u> | <u>230-1</u> | 11/09/2016 | Claim #230 filed by KILLINGSWORTH ENVIRONMENTAL, Amount claimed: \$2100.00 (Marshall, Terri) |
|--------------------------------|------------------------------|------------|---|

Description: (230-1) Services Performed

Remarks:

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* | \$2100.00 |
| 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 | | |