

Fill in this information to identify the case:

Debtor 1 John Q. Hammons Fall 2006, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21142

Official Form 410
Proof of Claim

12/15

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?
Roof Spec, Inc.
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Lee J. Viorel</u> Name <u>901 St. Louis St., 20th Floor</u> Number Street <u>Springfield MO 65806</u> City State ZIP Code Contact phone <u>417-866-7777</u> Contact email <u>lviorel@lowtherjohnson.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</p>
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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? _____

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: 8 7 0 1

7. How much is the claim? \$ 5,285.00 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 performed.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ 5,285.00 (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: \$ 5,285.00
Annual Interest Rate (when case was filed) 0.00 %
 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)?

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

No

Yes. Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority
\$ _____ |
| <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

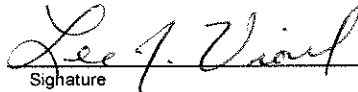
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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

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

Executed on date 11/18/2016
MM / DD / YYYY


Signature

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

Name Lee J. Viorel
First name Middle name Last name

Title Attorney/Authorized Agent

Company Lowther Johnson, Attorneys at Law, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 901 St. Louis Street, 20th Floor
Number Street

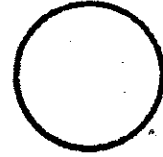
Springfield MO 65806
City State ZIP Code

Contact phone 417-866-7777 Email lviorel@lowtherjohnson.com

PAST DUE

Invoice

Roof
Spec
Inc.



2400 Prior Avenue No.
St. Paul, MN 55113
651-639-0644

JOHN Q HAMMONS FALL 2006, LLC

300 JOHN Q HAMMONS PARKWAY
SPRINGFIELD, MO 65806
McGAHAN, MARTY

No. 75759
01/31/2016

HOLIDAY INN EXPRESS, SPRINGFIELD, MO-REVIEW ROOFING

87.001

Contract #

For Services Rendered Through 1/31/2016

BILLING FOR ROOF EVALUATION SERVICES PERFORMED DURING JANUARY, 2016, FOR THE ABOVE REFERENCED FACILITY.

Professional Services

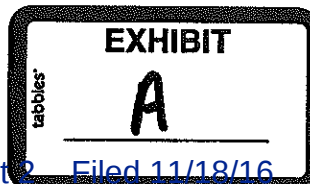
Current Fee Total: \$1,015.00

Contract Summary

	Contract	Previously Billed	Current Billing	Billed To Date	Remaining
Fees	\$5,285.00	\$4,270.00	\$1,015.00	\$5,285.00	\$.00
	\$5,285.00	\$4,270.00	\$1,015.00	\$5,285.00	\$.00

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
75701	12/31/2015	\$4,270.00			\$4,270.00
Invoice # 75701		\$4,270.00			\$4,270.00
Total Prior Billing		\$4,270.00			\$4,270.00



October 23, 2015

Proposal #P 87-01

**Roof System Evaluation
Services For:**

**Holiday Inn Express
Springfield, MO**

Prepared for:

John Q Hammons Fall 2006, LLC
1117 East St. Louis Street
Springfield, MO 65806

Attn: Mr. Marty McGahan

Prepared By:

Terry Thone, RRC
Senior Consultant
Roof Spec, Inc.
2400 Prior Avenue North
St. Paul, MN 55113



Roof Spec, Inc.
2400 Prior Avenue North
St. Paul, MN 55113

www.roofspec.com

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EXHIBIT

B

John Q Hammons Fall 2006, LLC

October 23, 2015

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SCOPE OF SERVICES

<u>ITEM</u>	<u>DESCRIPTION</u>	
I	Services of Senior Consultant/Professional Engineer to travel to the project site to perform a review and evaluation of the shingle assembly, obtain photographs, and develop a plan view drawing. Estimated 10 hours @ \$160.00/hour =	\$1,600.00
II	Develop a report identifying field observations, with embedded photographs and plan view drawing with conclusions as to the cause of distress and/or deficiencies. Estimated 4 hours @ \$160.00/hour =	\$640.00
III	Airfare Estimated \$1,400.00 =	\$1,400.00
IV	Automobile Rental Estimated \$180.00 =	\$180.00
V	Hotel / Per Diem Estimated \$150.00 =	\$150.00
VI	Miscellaneous Expense: (film, supplies, etc.) Estimated Cost	\$300.00
	TOTAL ESTIMATED COST:	\$4,270.00

John Q Hammons Fall 2006, LLC

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2015 ROOF SPEC FEE SCHEDULE

I	Principal:	\$160.00/hour
II	Professional Engineer:	\$150.00/hour
III	Litigation Services:	
	Preparation:	\$170.00/hour
	Testimony:	\$220.00/hour
IV	Senior Wall/Roof/Waterproofing Systems Consultant/RRC/RWC	\$130.00/hour
V	Project Manager/RRO: (Portal to Portal) Consulting, Review & Report	\$95.00/hour
VI	Project Designer	\$95.00/hour
VII	Field Technician: Full Time/Part Time (Portal to Portal)	\$75.00/hour
VIII	CAD/ Design Draftsperson:	\$75.00/hour
IX	Administration/Clerical Staff	\$65.00/hour
X	Mileage (Portal to Portal):	\$0.505/mile
XI	Per Diem:	\$39.00/day

Laboratory Analysis

I	New Construction Built-up Roof Samples - ASTM:D3617	
	Without Surfacing	\$300.00
	With Glaze/Surface Coat	\$300.00
	With Flood Coat and Gravel	\$450.00
II	Existing Built-up Roof Sample (Asphalt/Coal Tar Pitch) (ASTM:D2829)	\$450.00
III	Softening Point of Bitumen (Asphalt/Coal Tar Pitch) (ASTM:D2398 & ASTM:D36)	\$200.00
IV	ASTM:D312 Asphalt Analysis	\$400.00
V	ASTM:D1863 Gradation	\$150.00
VI	Moisture Tests:	
	Thermal Insulation by Weight	\$ 85.00
	Felt - ASTM:D95	\$170.00
VII	Pick Up Charge	\$150.00

**Roof
Spec
Inc.**



2400 Prior Avenue North
St. Paul, MN 55113
(651) 639-0644
(651) 639-1828 (fax)
800-494-4085
www.roofspec.com

PROPOSAL AND CONTRACT AGREEMENT

This agreement is made this 23rd day October, 2015, between Roof Spec, Inc., 2400 Prior Avenue North, St. Paul, MN 55113, and John Q Hammons Fall 2006, LLC (hereinafter referred to as the "Owner/Client").

In consideration of this Contract Agreement ("Contract"), and other valuable consideration, the receipt of which is acknowledged, the parties agree to the following terms and conditions.

ARTICLE I -- Project and Scope of Work

This Contract covers the labor and services to be performed and/or supplied by Roof Spec, Inc. to the Owner/Client for the following Project ("Project"):

RSI Project No.: 87-01
Project Name: Holiday Inn Express
Project Location: Springfield, MO

The Owner/Client agrees to pay Roof Spec, Inc. for all labor, material, and services provided on the Project, as stated below.

The scope of work for this Project is incorporated by this reference ("Scope of Services").

ARTICLE II -- Contract Documents

The Contract documents, which constitute the entire agreement between Owner/Client and Roof Spec, Inc., consist of the following:

- This Contract
- Scope of Services
- Indemnification and Waiver Relating to Asbestos
- Change orders and modifications to this Contract executed after date hereof.
- Any Written Amendments to this Contract.

ARTICLE III -- The Owner/Client's Duties and Representations

1. Owner/Client will provide Roof Spec, Inc. immediate access to the building and roof area for review purposes at all times during regular business hours.
2. Owner/Client agrees to pay Roof Spec, Inc. all amounts due under this Contract.

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All information is submitted as the confidential property of our clients. Any copies or extractions are reserved pending our written approval.

John Q Hammons Fall 2006, LLC

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3. Owner/Client agrees that the balance of all sums due under this Contract shall be immediately due and payable upon completion of services by Roof Spec, Inc., and Roof Spec, Inc. may charge the maximum legal rate of interest upon any sum due under this agreement which is not paid within 15 days of its due date. Owner/Client agrees to pay reasonable attorney fees and costs incurred in collecting overdue accounts.
4. Owner/Client may make any changes or additions to the Scope of Services in this Contract without invalidating the Contract, as long as the changes are agreed to by all parties and are made in writing. When the Owner/Client makes changes or additions to the Scope of Services, the parties shall create a written Change Order that details the additional work and costs associated with the addition or change to the Contract. The Change Order shall also specify the amount of time that shall be given to Roof Spec, Inc. to perform this additional or changed work. This Change Order shall be agreed upon, in writing, and signed by the parties before the work is started by Roof Spec, Inc.

ARTICLE IV – Roof Spec, Inc.'s Duties and Representations

1. Roof Spec, Inc. agrees to perform all work described in the Scope of Services.
2. Roof Spec, Inc. represents that data as to roof surface conditions provided to Owner/Client in an Investigative Report or Roof Survey Report will be valid for 60 days only from the date of such report, unless otherwise stated or confirmed in writing.
3. Roof Spec, Inc. makes no representation as to the structural adequacy of the building to support the roofing repairs or replacement recommended, except upon the basis of written opinion of an independent structural engineer, provided by Owner/Client.

ARTICLE V – Indemnification

Roof Spec, Inc. agrees to indemnify and hold the Owner/Client harmless from claims for damages, losses, and expenses arising out of or resulting from Roof Spec, Inc.'s performance of the work provided for in this Contract, provided that any such claim, damage, loss or expense (1) is attributable to body injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use thereof, and (2) is caused in whole or in part by any negligent act or omission of Roof Spec, Inc. anyone directly or indirectly employed by any of Roof Spec, Inc., or (3) is attributable to injuries sustained by any employee of Roof Spec, Inc. during the performance of work under this Contract, for any cause whatsoever.

Roof Spec, Inc., however, is not liable to the Owner/Client for damages, losses, expenses, or claims which arise out of the Owner/Client's acts or omissions, negligent or otherwise. Roof Spec, Inc. is also not liable to the Owner/Client, or any other person or entity, for damages, losses, expenses, or claims which arise out of this Project and that are caused by the acts or omissions, negligent or otherwise of parties not under the direct control of Roof Spec, Inc.

Owner/Client is responsible for indemnifying Roof Spec, Inc. from all damages and circumstances involving asbestos or asbestos containing materials ("ACM"), as specifically described in the attached "Indemnification and Waiver Relating to Asbestos".

ARTICLE VI – Warranties and Disclaimers

Roof Spec, Inc. will exercise reasonable skill and judgment in providing its consulting services. Roof Spec, Inc. will not be a guarantor of the Project to which its services are directed, and its responsibility shall be limited to work specifically performed by Roof Spec, Inc. for the Owner/Client. Roof Spec, Inc. shall not be responsible for acts or omissions of the Owner/Client or contractors, subcontractors, or third parties not under the direct control of Roof Spec, Inc.

John Q Hammons Fall 2006, LLC

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Roof Spec, Inc. makes no other representations or warranties, express or implied.

ARTICLE VII - Limitation of Damages

In no event shall Roof Spec, Inc., or its agents or employees, be liable to the Owner/Client, or anybody else, for any special, punitive, incidental, indirect or consequential damages of any kind, whatsoever, including, without limitations, those resulting from the Project, whether or not Roof Spec, Inc. has been advised of the possibility of such damages, and regardless of the theory of liability, arising out of or in connection with the Project.

Roof Spec, Inc.'s maximum liability for damages arising from the Project, under any legal theory, shall not exceed the amount paid by the Owner/Client to Roof Spec, Inc. for the work it provided on this Project. The existence of one or more claims or suits or parties will not enlarge this limit. Each party acknowledges that this is the sole remedy that the Owner/Client may obtain from Roof Spec, Inc. Each party also acknowledges that this is an appropriate allocation of risks for the Project.

ARTICLE VIII - Miscellaneous

1. This Contract shall be governed and constructed in accordance with the laws of the State of Minnesota.
2. If one or more paragraphs of this Contract are found to be unenforceable, illegal, or contrary to public policy, or are in some other manner declared to be unenforceable by a court of competent jurisdiction, then the remainder of the Contract shall remain in full force and effect to the extent possible.
3. This Contract represents the entire agreement of the parties and supersedes all prior oral or written agreements.
4. This Contract may not be amended, unless the amendment is agreed to by both parties in writing.
5. Execution of this Contract by Owner/Client, or issuance of a purchase order by Owner/Client will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions stated in Owner/Client's purchase order, or other written communication accepting this Contract, or contained in any general or special conditions issued by Owner/Client, or by alteration by Owner/Client of this contract form, shall not be valid under any circumstances unless specifically adopted or proved by written response of Roof Spec, Inc. Failure to respond by Roof Spec, Inc. shall be deemed a denial of any additional terms or conditions stated in Owner/Client's acceptance or counter-proposal of Owner/Client.

Accepted and agreed to:

By Martin McLahan
(Signature)

DIRECTOR OF PROJECT MANAGE.
Title

John Q. Hammons Hotel
Company

11.12.15
Date

[Signature]

By Terry Thone (Signature)

Senior Consultant
Title

Roof Spec, Inc.
Company

11/16/15
Date

John Q Hammons Fall 2006, LLC

October 23, 2015

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INDEMNIFICATION AND WAIVER
RELATING TO ASBESTOS

In engaging Roof Spec, Inc. ("Roof Spec") to consult on the project which is the subject of the Contract between the parties, the Owner/Client John Q Hammons Fall 2006, LLC, acknowledges that Roof Spec, Inc. is not contracting to discover, contain, or clean up asbestos or asbestos containing materials ("ACM"). The Owner/Client also agrees that, although asbestos or ACM may be encountered in the roof system or parts of the roof system and areas adjacent thereto, and although activities by Roof Spec, its employees, agents, or subcontractors (including but not limited to, sampling, and corrective work) may disturb asbestos in the roof system or in other parts of the building of which the roof system is a part and cause such asbestos or ACM to be a hazard, the Owner/Client (i) will not hold Roof Spec liable under any legal theory including those based upon any failure to discover or to attempt to discover the presence of asbestos or ACM, failure to contain, remove, or clean up asbestos or ACM or any other act of omission arising from the presence of asbestos or ACM (including disturbing any such presently existing materials); and (ii) will defend and indemnify, to the greatest extent allowable under the law, Roof Spec, its director, officers, employees, agents, successors and assigns against, and hold them harmless from and in respect of, any claim, demand, loss, liability, cost, or exposure, including, but not limited to, reasonable attorney's fees and property damage related to the presence of asbestos or ACM in the building, or any disturbance of the same, excepting only claims by employees, agents, or subcontractors of Roof Spec.

In the event Roof Spec, learns of the existence of asbestos or ACM in connection with its work, Roof Spec's sole obligation is to use diligent efforts to notify Owner/Client of the existence of materials. Roof Spec shall have the right to discontinue its work and remove its employees from the project (or that portion of the project in which such materials were encountered), without any monetary or time penalty, until those materials (or any hazards related thereto) are abated, encapsulated or removed, and/or it is determined that no hazard exists.

This indemnification and waiver shall govern over conflicting or inconsistent clauses of the General Contract, general conditions of the contract, special or supplementary conditions, technical conditions, plans and specifications.

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):

Creditor: (8610426)
Roof Spec, Inc.
2400 Prior Avenue North
St. Paul, MN 55113

Claim No: 253
Original Filed
Date: 11/18/2016
Original Entered
Date: 11/18/2016

Status:
Filed by: CR
Entered by: Lee J Viorel
Modified:

Amount claimed: \$5285.00

History:

[Details](#) [253-](#) 11/18/2016 [1](#) Claim #253 filed by Roof Spec, Inc., Amount claimed: \$5285.00 (Viorel, Lee)

Description: (253-1) 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*	\$5285.00
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		