

United States Bankruptcy Court District of Nevada

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Trade Global LLC

Case Number: 19-15960

RECEIVED
DEC 26 2019
BMC GROUP

Official Form 410

Proof of Claim

4/16

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor? Crown Equipment Corporation
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor Crown Lift Trucks

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? Sebaly Shillito + Dyer LPA c/o Robert G. Hanseman, Attorney & Agent 1900 Kettering Tower Dayton, OH 45423	Where should payments to the creditor be sent? (if different)
Contact phone <u>937-226-5601</u>	Contact phone _____	
Contact email <u>RHanseman@ssdlaw.com</u>	Contact email _____	

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? _____

JAGGED PEAK Ct ID



00063

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? \$ 3,690.00 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.
rentals

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: equipment
Basis for perfection: Rental Agreement
 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: \$ 3,000.00
Amount of the claim that is secured: \$ 3,000.00
Amount of the claim that is unsecured: \$ 690.00 (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: \$ 690.00
Annual Interest Rate (when case was filed) 18 %
 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. \$ 690.00

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

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check one:

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

<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 \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
<input type="checkbox"/> 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).		\$ _____
<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 4/01/19 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).

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.

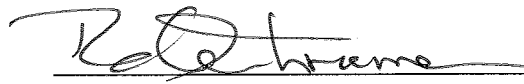
Check the appropriate box:

- 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.

 12/23/19
Date

Name of the person who is completing and signing this claim:

Name Robert Guy Hanseman
First name Middle name Last name

Title Attorney & Agent

Company Sebaly Shillito + Dyer LPA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1900 Kettering Tower, 40 N. Main St.
Number Street
Dayton, OH 45423
City State ZIP Code

Contact phone 937-226-5601 Email RHanseman@ssdlaw.com

Crown Equipment Corporation
Statement of Account

Trade Global LLC

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount Due</u>
168310280	8/8/2019	\$230.00
168311509	8/19/2019	\$230.00
168313856	9/5/2019	\$230.00
	Proof of Claim:	\$690.00
	Fair Market Value:	<u>\$3,000.00</u>
	Proof of Claim Total:	\$3,690.00

	A	B	C
1	Trade Global LLC		
2			
3			
4	Rental Agreement	Description	Fair Market Value
5	RA4977	1-GBC 12-125P-15; 24-Volt Battery	
6		sn: MKC1087641	\$1,500.00
7			
8	RA1443	1-GBC 12-125p-15; 24-Volt Battery	
9		sn: MJL1079380	\$1,500.00
10			
11			\$3,000.00



REPRINT INVOICE

10685 Medallion Dr
Cincinnati, OH 45241
Tel 513-874-2600
Fax 513-874-8755
crown.com

1088 Aviation Blvd
Hebron, KY 41048
Tel 859-334-9055
Fax 859-334-9175

Remit to:
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: 168310280
Invoice Date: 8/8/2019
Terms: Net 10
Due Date: 8/18/2019

Sold to :

Trade Global LLC
Accounts Payable
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Shipped to :

Trade Global LLC
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Ship to Geo Code:360610490
Ship to Customer: 288425

Purchase Order	Requested by	Invoice Type	Ship Date	FOB	Ship Via
Kaz Skvorc		Rental		Prepay Add	
Quantity	Product	Serial Number	Description	Total Price	
Rental Period From: 08/08/2019 Through: 09/04/2019					
1	12-125P-15	MKC1087641			230.00

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of The Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor, issued under Section 14 thereof.

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. You understand that U.S. Government authorization may also be required to re-export the commodity to a third-country, and agree to obtain such a license if necessary. These commodities are expressly prohibited from being exported to countries subject to U.S. embargoes without a license.

Sub Total:	\$230.00
Sales Tax:	0.00
Total:	\$230.00
Amount Paid:	0.00
Total Due:	\$230.00

Please Remit to:

Crown Equipment Corporation
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: 168310280
Invoice Date: 8/8/2019
Customer: 288425
Rental Agreement: RA4977

Thank you for your Business.

A 1 1/2 % monthly service charge will be added on all past due invoices at an annual rate of 18%.



REPRINT INVOICE

10685 Medallion Dr
Cincinnati, OH 45241
Tel 513-874-2600
Fax 513-874-8755
crown.com

1088 Aviation Blvd
Hebron, KY 41048
Tel 859-334-9055
Fax 859-334-9175

Remit to:
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: **168311509**
Invoice Date: **8/19/2019**
Terms: **Net 10**
Due Date: **8/29/2019**

Sold to :

Trade Global LLC
Accounts Payable
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Shipped to :

Trade Global LLC
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Ship to Geo Code:360610490
Ship to Customer: 288425

Purchase Order	Requested by	Invoice Type	Ship Date	FOB	Ship Via
Kaz Skvorc		Rental		Prepay Add	
Quantity	Product	Serial Number	Description	Total Price	
1	12-125P-15	MJL1079380	Rental Period From: 08/19/2019 Through: 09/15/2019	230.00	
NOTES Battery previously on RA1443. Changed number to reflect customer name change.					

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of The Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor, issued under Section 14 thereof.

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. You understand that U.S. Government authorization may also be required to re-export the commodity to a third-country, and agree to obtain such a license if necessary. These commodities are expressly prohibited from being exported to countries subject to U.S. embargoes without a license.

Sub Total:	\$230.00
Sales Tax:	0.00
Total:	\$230.00
Amount Paid:	0.00
Total Due:	\$230.00

Please Remit to:

Crown Equipment Corporation
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: **168311509**
Invoice Date: **8/19/2019**
Customer: **288425**
Rental Agreement: **RA5003**

Thank you for your Business.

A 1 1/2 % monthly service charge will be added on all past due invoices at an annual rate of 18%.



REPRINT INVOICE

10685 Medallion Dr
Cincinnati, OH 45241
Tel 513-874-2600
Fax 513-874-8755
crown.com

1088 Aviation Blvd
Hebron, KY 41048
Tel 859-334-9055
Fax 859-334-9175

Remit to:
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: 168313856
Invoice Date: 9/5/2019
Terms: Net 10
Due Date: 9/15/2019

Sold to :

Trade Global LLC
Accounts Payable
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Shipped to :

Trade Global LLC
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Ship to Geo Code:360610490
Ship to Customer: 288425

Purchase Order	Requested by	Invoice Type	Ship Date	FOB	Ship Via
Kaz Skvorc		Rental		Prepay Add	
Quantity	Product	Serial Number	Description	Total Price	
Rental Period From: 09/05/2019 Through: 10/02/2019					
1	12-125P-15	MKC1087641		230.00	

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of The Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor, issued under Section 14 thereof.

These commodities were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. You understand that U.S. Government authorization may also be required to re-export the commodity to a third-country, and agree to obtain such a license if necessary. These commodities are expressly prohibited from being exported to countries subject to U.S. embargoes without a license.

Sub Total:	\$230.00
Sales Tax:	0.00
Total:	\$230.00
Amount Paid:	0.00
Total Due:	\$230.00

Please Remit to:

Crown Equipment Corporation
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: 168313856
Invoice Date: 9/5/2019
Customer: 288425
Rental Agreement: RA4977

Thank you for your Business.

A 1 1/2 % monthly service charge will be added on all past due invoices at an annual rate of 18%.

Short Term Rental Agreement



lift trucks
10685 Medallion Dr
Cincinnati, OH 45241
Tel 513-874-2600
Fax 513-874-8765

No. RA4977
Requested by
Customer PO Kaz Skvorc

This Agreement executed as of the 30th day of November, 2015 is being made between Crown Equipment Corporation (dba Crown Lift Trucks), an Ohio corporation having an office at 10685 Medallion Dr, Cincinnati, OH 45241 ("Lessor"),

and Trade Global LLC
a _____ (specify type of organization) having an office at
ATTN: Accounts Payable, 5389 East Provident Drive, Cincinnati, OH 45246 ("Lessee").

1. **Equipment, Term and Location.** Lessor leases to Lessee, and Lessee hires from Lessor, each unit of equipment ("Unit" or "Units") and the accessories and attachments described below for a term (as separately applicable to each Unit) beginning on the date the Unit is delivered to Lessee and, unless earlier cancelled in accordance with the provisions of this Agreement, continuing until terminated by Lessee upon written notice to Lessor.

Units shall be delivered to Lessee at the following location and shall be used by Lessee only at such location. Lessee shall under no circumstances remove any Unit from such location without Lessor's prior written consent (which shall not be unreasonably withheld).

Delivery Location : 288425
Trade Global LLC
ATTN: Accounts Payable
5389 East Provident Drive
Cincinnati, OH 45246

Qty	Description (Make, Model, Serial Number)	Day	Week	4 Week Rental	Charge	Excess Usage Charge per Hour
1	GBC 12-125P-15 S/N: MKC1087641 24 Volt Battery ID: 999987968	75.28	75.28	230.00		

Delivery / Pick-up Charge 0.00 Total 230.00

2. **Rental.** Lessee shall pay the Four (4) week rental rate specified above (plus applicable sales, use and other taxes) for each Unit. Should this agreement be terminated or cancelled before expiration of any full four week period, Lessee shall pay the Per Week rental rate for each full week, and the Per Day rate for each additional day or portion thereof, completed prior to the date of termination or cancellation of this Agreement.

hour meter, lessee shall pay for each excess hour an Excess Usage Charge as noted in Paragraph 1.

Lessor shall invoice Lessee at periodic intervals for the rental specified above, any Excess Usage Charges and any other charges, and Lessee shall pay the same within 15 days after the date of Lessor's invoice.

Rental is based on a maximum use for each Unit of 160 hours per four week period, 40 hours per week or 8 hours per day. If Lessee's use of any Unit exceeds these hours for any given time period as determined by the Unit's

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Written cancellation of Rental Agreement.
- Checking the charger settings and having a certified electrician wire and disconnect the charger upon release.
- Performing the daily operators checklist.
- Please reference paragraph 2 of the terms and conditions for early release of equipment.

THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED PAGE HEREOF ARE A PART OF THIS AGREEMENT.

CROWN EQUIPMENT CORPORATION ("Lessor")
X
Curtis Goodwin Date
Trade Global LLC ("Lessee")
X
Signature Date
Printed Name Title

3. Maintenance and Care. Lessor shall, at its expense, (i) perform all Planned Maintenance service on each Unit, and (ii) perform all Maintenance Services on the Units (other than Lessee's Responsibilities) necessary to keep each Unit in good working condition. Lessee shall promptly notify Lessor upon discovering any condition indicating that Maintenance Services are needed. Should Lessee notify Lessor that it is not possible to operate the Unit without servicing, Lessor shall use its best efforts to commence Maintenance Services on the Unit promptly after receipt of Lessee's request for service. Planned Maintenance is periodic inspection, lubrication and adjustment, at intervals determined by Lessor based on application and hours of use, and includes a Crown checklist of items, to be provided to Lessee, appropriate for the Crown or similar non-Crown lift truck model leased, as well as other equipment that may be subject to this Agreement. "Lessee's Responsibilities" means the performance of all services recommended by the manufacturer of each Unit in connection with the normal daily operational needs of the Unit. "Maintenance Services" means all work required to keep each Unit in good working order other than Planned Maintenance, Operator Maintenance, and repairs, maintenance or servicing (i) arising out of Lessee's negligence, accidents, abuse or misuse of the Unit; (ii) resulting from Lessee's failure to perform, or improper performance of, Lessee's Responsibilities; or (iii) necessitated or occasioned by repairs or servicing undertaken by any party, including Lessee, other than Lessor.

Lessee shall take proper care of each Unit and shall, use and operate each Unit within its rated capacity; restrict the use and operation of each Unit to careful, competent and trained personnel; prohibit anyone other than personnel authorized by Lessor from making any repairs or adjustments (other than Lessee's Responsibilities) to any Unit; properly store each Unit when not in use; and keep each Unit at the place of delivery unless Lessor consents in writing to any change of location.

Lessee shall upon termination or cancellation of this Agreement, return all equipment to Lessor in the same condition as when received, ordinary wear and tear excepted. All equipment is subject to final inspection by Lessor, and Lessee shall pay for any repairs necessary to restore the equipment to such condition. Lessee shall reimburse Lessor for any loss due to damage to any Unit caused by Lessee or its employees or agents, conversion, theft or disappearance of any equipment. A clean-up fee will be charged to Lessee if any Unit is returned with excessive dirt and debris or stickers, other than the warning labels that are placed on the Unit by the manufacturer.

For rental of internal combustion equipment, Lessee is responsible for checking and filling motor oil and anti-freeze. Lessee shall pay for any damage to equipment caused by Lessee's failure to properly perform this obligation. Lessee shall return such Unit(s) with a full propane tank.

If a battery is being rented or is otherwise included with the Unit being rented, the Lessee shall be responsible for daily maintenance of the battery, such as ensuring the battery cells are properly watered. Lessee shall pay for any damage to the battery or Unit caused by Lessee's failure to properly perform this obligation.

4. Hour Meter Breakage and Replacement. Should any hour meter on any Unit break or fail to function so that an accurate reading of the actual hours of usage is not possible, Lessor shall compute the number of hours of usage on the basis of Lessee's previous usage of the Unit and such other factors and information relating to the use of the Unit as Lessor may have available to it. Lessor's computation of hours of usage in accordance with this Paragraph shall be deemed conclusive.

Lessee shall immediately notify Lessor of any malfunction of the hour meter on any Unit, and Lessor shall repair or replace the same. If any hour meter is damaged as a result of Lessee's negligence, accidents, abuse or misuse of the Unit, the cost of such repair or replacement shall be at Lessee's expense.

5. Liability and Insurance. Lessee agrees that LESSOR SHALL NOT BE LIABLE to Lessee for (i) any defect in any Unit, (ii) any liability, claim, loss, damage or expense of any kind arising out of or in any way related to Lessee's possession, use or operation of any Unit, (iii) any delay in providing any Unit, or (iv) any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, howsoever caused. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ANY UNIT.

Lessee shall defend and hold Lessor harmless from and against any and all of the following (whether actual or alleged), unless directly caused by Lessor's negligence: all damages, claims, suits, proceedings, liens, penalties, liabilities and expenses (including attorneys' fees) arising out of or in any manner related to Lessee's possession, use or operation of any Unit.

Lessee shall at its expense, maintain with respect to each Unit adequate public liability insurance (minimum limits: \$250,000 per person, \$500,000 per occurrence, and \$100,000 property damage) against bodily injury and property damage, and shall keep all Units fully insured against physical loss or damage under an all-risk policy of insurance. All such insurance shall name Lessor as an additional insured and shall contain an endorsement providing that such insurance shall be primary insurance and that any other insurance maintained or provided by Lessor shall be excess insurance. Lessee shall furnish to Lessor certificates of insurance providing for ten days prior notice of cancellation to Lessor.

6. Cancellation. Lessor may cancel this Agreement by written notice to Lessee and repossess all Units in the event that (i) Lessee fails to make any payment required by this Agreement when due, or (ii) Lessee defaults in the performance or observance of any other provision of this Agreement and such default continues for a period of ten days after the giving by Lessor of notice thereof, or (iii) Lessee becomes the subject of any state or federal insolvency, bankruptcy, receivership or similar proceeding. Upon any such cancellation, all amounts due or to become due to Lessor under this Agreement shall immediately become due and payable, and Lessee shall immediately pay all such sums and any other amounts to which Lessor may be entitled by way of damages. In addition, Lessee shall be responsible for all expenses, including reasonable attorneys' fees, incurred by Lessor as the result of Lessee's default or in connection with the repossession of the Units. The remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Lessor at law or in equity.

7. Accessories and Attachments. Lessee shall not affix or install upon any Unit any accessory, attachment or other device or make any modification or alterations to any Unit without the prior written consent of Lessor (which shall not be unreasonably withheld). Lessee hereby releases and agrees to indemnify Lessor from and against all responsibility or liability (including liability for any violation of federal, state, or local laws, rules or regulations) arising out of, in connection with, or in any way related to the installation or use of such devices on any Unit or the modification or alteration of any Unit.

8. Taxes. All charges set forth herein are exclusive of any sales, use, recording, personal property, or other taxes applicable to or arising in connection with the leasing of the Units hereunder. All such taxes shall be the responsibility of the Lessee, other than taxes based on the net income of Lessor.

9. General. Interest shall accrue on amounts payable and past due under this Agreement at the rate of eighteen percent per annum, or at the then highest allowable interest rate per annum under the law of the state in which the Lessee's principal office is located, whichever is less.

Upon request by Lessor, Lessee shall join with Lessor in filing any and all documents which Lessor deems necessary or advisable in order to record and secure Lessor's ownership of and interests in the Units.

Lessee may not assign this Agreement or sublet any Unit.

Lessor may inspect any Unit at any reasonable time.

This Agreement contains the entire understanding of the parties and may not be modified except by written instrument executed by Lessor and Lessee. This Agreement may not be varied by any purchase order, acknowledgment, confirmation, invoice or shipping document issued by either party. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time. Termination, or cancellation of this Agreement shall not affect rights, obligations or liabilities accruing prior to such termination or cancellation.

Lessee shall pay a local delivery and pick up charge for each Unit.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions.

Any lawsuit, claims or other actions brought by either party pursuant to this Agreement shall be resolved by a court of competent jurisdiction in the State of Ohio, to whose jurisdiction Lessee consents.

Any lawsuit or other action brought by Lessee against Lessor which is based upon any claim under this Agreement or upon any claim relating to any Unit or Lessee's possession, use or operation of any Unit must be commenced within one year after the date the act or omission on which such claim is based is or should have been discovered by Lessee.

Should any provision of this Agreement be prohibited by applicable law or by court decree such provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement.

Rental Agreement



lift trucks
 10685 Medallion Dr
 Cincinnati, OH 45241
 Tel 859-334-9055
 Fax 859-334-9175

Rental : RA1443

Requested by :

Purchase Order :

This Agreement executed as of the 8th day of March, 2012 is being made between Crown Equipment Corporation (dba Crown Lift Trucks), an Ohio corporation having an office at 10685 Medallion Dr, Cincinnati, OH 45241 ("Lessor"),

and Fulfillment Technologies LLC (Filltek)

a _____ (specify type of organization) having an office at
 5389 East Provident Drive, Cincinnati, OH 45246 ("Lessee").

1. **Equipment and Term.** Lessor leases to Lessee, and Lessee hires from Lessor, each unit of equipment ("Unit" or "Units") and the accessories and attachments described below for a term beginning on the date of delivery to Lessee and, unless earlier cancelled in accordance with the provisions of this Agreement, continuing until terminated by Lessee upon written notice to Lessor.

Delivery Location : 288425
 Fulfillment Technologies LLC (Filltek)
 5389 East Provident Drive
 Cincinnati, OH 45246
 513-346-3100

Qty	Product	Description	Day	Week	4 Week	Overtime	Charge	Date Out
1	GBC 12-125P-15 S/N: MJL1079265	24 Volt Battery ID: 999909291	30.00	80.00	230.00			3/8/12
1	GBC 12-125P-15 S/N: MJL1079380	24 Volt Battery ID: 999909295	30.00	80.00	230.00			3/8/12
1	GBC 12-125P-15 S/N: MJL1079378	24 Volt Battery ID: 999909293 <i>Retnd</i>	30.00	80.00	230.00			3/8/12
1	MISC FREIGHT	Shipping & Handling					120.00	

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Written or verbal cancellation of Rental Agreement.
- Checking the charger settings and having a certified electrician wire and disconnect the charger upon release.
- Performing the daily operators checklist.
- Please reference paragraph 2 of the terms and conditions on the attached for early release of equipment.

THE TERMS AND CONDITIONS SET FORTH ON THE ATTACHED PAGE HEREOF ARE A PART OF THIS AGREEMENT.

CROWN EQUIPMENT CORPORATION

By: *J. Mueller*
 Jessica Mueller
 By: *Tom Quantz* (Lessee)
 Title: *REC SUPV* Date: *3/15/12*

Pickup:
 By:
 Title: Date :

2. **Rental.** For each full four week period during the term of this Agreement, Lessee shall pay the Per 4 Week rental rate set forth above. Should this Agreement be terminated or cancelled before the expiration of any full four week period, Lessee shall pay the Per Week rental rate for each full week, and the Per Day rate for each additional day or portion thereof, completed prior to the date of termination or cancellation of this Agreement. In addition to the above, Lessee shall pay all applicable sales, use or other taxes.

Rental is based on a maximum use for each Unit of 160 hours per four week period, 40 hours per week or 8 hours per day. If the Lessee's use exceeds these hours for any given time period as determined any Unit's hour meter, Lessee shall pay for each excess hour as an Overtime charge.

Lessor shall invoice Lessee at periodic intervals for the rental specified above, any Overtime usage charges, and Lessee shall pay the same within 10 days after the date of Lessor's invoice.

3. **Maintenance and Care.** Lessor shall, at its expense, (i) perform regular planned maintenance service on each Unit, and (ii) perform such maintenance and repairs of each Unit as may be necessitated by normal wear and tear. Lessee shall bear the cost of all other maintenance and repair.

Lessee shall take proper care of each Unit and shall: perform all operator maintenance specified per Operator's Manual for each Unit; use and operate each Unit within its rated capacity; restrict the use and operation of each Unit to careful, competent and trained personnel; prohibit anyone other than authorized personnel of Lessor from making any repairs or adjustments (other than operator maintenance) to any Unit; properly store each Unit when it is not in use; and keep each Unit at the place of delivery unless Lessor consents in writing to any change of location.

Upon expiration, termination or cancellation of the term of this Agreement, Lessee shall return all equipment to Lessor in the same condition as when it was received, ordinary wear and tear excepted. Lessee shall pay for any repairs necessary to restore the equipment to such conditions. Lessee shall reimburse Lessor for any loss due to conversion, theft or disappearance of any equipment.

4. **Hour Meter Breakage and Replacement.** Should any hour meter on any Unit break or fail to function so that an accurate reading of the actual hours of usage is not possible, Lessor shall compute the number of hours of usage on the basis of Lessee's previous usage of the Unit and such other factors and information relating to the use of the Unit as Lessor may have available to it. Lessor's computation of hours of usage in accordance with this Paragraph shall be deemed to be conclusive.

Lessee Shall immediately notify Lessor of any malfunction of the hour meter on any Unit, and Lessor shall repair or replace the same. If any hour meter is damaged as a result of Lessee negligence, accidents, abuse or misuse of the Unit, the cost of such repair or replacement shall be at Lessee's expense.

5. **Liability and Insurance.** Lessee agrees that LESSOR SHALL NOT BE LIABLE to Lessee for (i) any defect in any Unit, (ii) any liability, claim, loss, damage or expense of any kind arising out of or in any way related to Lessee's possession, use or operation of any Unit, (iii) any delay in providing any Unit, or (iv) any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, how-soever caused. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ANY UNIT.

Lessee shall defend and hold Lessor harmless from and against any and all of the following (whether actual or alleged), unless directly caused by Lessor's negligence: all damages, claims, suits, proceedings, liens, penalties, liabilities, and expenses (including attorney's fees) arising out of or in any manner related to Lessee's possession, use or operation of any Unit.

Lessee shall, at its expense, maintain with respect to each Unit adequate public liability insurance (minimum limits: \$250,000 per person, \$500,000 per occurrence, and \$100,000 property damage) against bodily injury and property damage, and shall keep all Units fully insured against physical loss or damage name Lessor as an additional insured and shall contain an endorsement providing that such insurance shall be primary insurance and that any other insurance maintained or provided by Lessor shall be excess insurance. Lessee shall furnish to Lessor certificates of insurance providing for ten day prior notice of cancellation to Lessor.

6. **Cancellation.** Lessor may cancel this Agreement by written notice to Lessee and repossess all Units in the event that (i) Lessee fails to make any payment required by this Agreement when due, or (ii) Lessee defaults in the performance or observance of any other provision of this Agreement and such default continues for a period of ten days after the giving by Lessor of notice thereof, or (iii) Lessee becomes the subject of any state or federal insolvency, bankruptcy, receivership or similar proceeding. Upon any such cancellation, Lessee shall immediately pay all sums then due and unpaid and any other amounts to which Lessor may be entitled by way of damages. In addition, Lessee shall be responsible for all expenses, including reasonable attorney's fees, incurred by Lessor as the result to Lessee's default or in connection with the repossession of the Units. The remedies specified herein shall be in addition to any other remedies available to Lessor.

7. **Transportation.** Lessee shall pay a local delivery and pick charge for each Unit.

8. **Taxes.** Lessee shall pay or reimburse Lessor for all taxes and fees applicable to any Unit or the rental therefrom during the term of this Agreement.

9. **General.** Interest shall accrue on amounts payable and past due under this Agreement at the rate of eighteen percent per annum, or at the then highest allowable interest rate per annum under the law of the state in which the Lessee's principal office is located, whichever is less.

Lessee may not assign this Agreement or sublet any Unit.

Lessor may inspect any Unit at a reasonable time.

This Agreement contains the entire understanding of the parties and may not be modified except by written instrument executed by Lessor and Lessee. This Agreement may not be varied by any purchase order, acknowledgement, confirmation, invoice or shipping document issued by either party. The failure of either party at any time or times to require performance of any party's right to enforce the same at a later time. Expiration, termination or cancellation of this Agreement shall not affect rights, obligations or liabilities accruing prior to such expiration, termination or cancellation.

SEBALY SHILLITO + DYER

A LEGAL PROFESSIONAL ASSOCIATION

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KIMBERLY A. THOMAS
PARALEGAL

December 23, 2019

FEDERAL EXPRESS

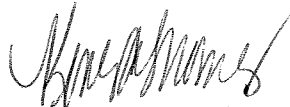
BMC Group
Attn: Jagged Peak Claims Processing
3732 W. 120th St.
Hawthorne, CA 90250
310-321-5555

Re: Trade Global, LLC, Case No. 19-15960, U.S. Bankruptcy Court, District of Nevada

Enclosed is an original and one copy of a Proof of Claim filing on behalf of Crown Equipment Corporation. Kindly file this claim in your office and return a time-stamped copy to me in the self-addressed return envelope.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,



Kimberly A. Thomas
Paralegal

3310123.1

IRS Circular 230 Disclosure: IRS regulations require us to notify you that this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.



District of Nevada Claims Register

[19-15960-mkn TRADEGLOBAL, LLC, A DELAWARE LIMITED LIABILITY COM](#)

Judge: MIKE K. NAKAGAWA

Chapter: 11

Office: Las Vegas

Last Date to file claims: 01/22/2020

Trustee:

Last Date to file (Govt): 03/16/2020

Creditor: (11038095)

Claim No: 20

Status:

CROWN EQUIPMENT

Original Filed

Filed by: CR

CORPORATION

Date: 12/26/2019

Entered by: BMC GROUP, INC.

C/O SEBALY SHILLITO +

Original Entered

(1)

DYER LPA

Date: 12/26/2019

Modified:

ATTN: ROBERT G

HANSEMAN, ATTY & AGENT

1900 KETTERING TOWER

DAYTON, OH 45423

Amount claimed: \$3690.00

Secured claimed: \$3000.00

History:

[Details](#) [20-1](#) 12/26/2019 Claim #20 filed by CROWN EQUIPMENT CORPORATION, Amount claimed: \$3690.00 (BMC GROUP, INC. (1))

Description: (20-1) Equipment Rental

Remarks: (20-1) ClaimsAgent Recvd: 12/26/2019

Claims Register Summary

Case Name: TRADEGLOBAL, LLC, A DELAWARE LIMITED LIABILITY COM

Case Number: 19-15960-mkn

Chapter: 11

Date Filed: 09/16/2019

Total Number Of Claims: 1

Total Amount Claimed*	\$3690.00
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	\$3000.00	
Priority		
Administrative		