Case 19-15959-mkn Claim 51-1 Filed 12/23/19 Page 1 of 15

United States Bankruptcy Court District of Nevada

Fill in this information to identify the case (Select only one Debtor per clai	im form):
Debtor:Jagged Peak Inc.	RECEIVED
Case Number:	DEC 20 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.

P	art 1: Identify the Cl	aim										
1.	Who is the current creditor?	Crown Equipment Corporation dba Crown Credit Company 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	lo 'es. From whom?									
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Sebaly Shillite	Hanseman, Attorney & Agent g Tower	Where should payments to the creditor be sent? (if different)								
		Contact phone Contact email	937-226-5601 RHanseman@ssdlaw.com	Contact phone Contact email								
4.	Does this claim amend one already filed?	☑ No ☐ Yes. Clair	n number on court claims registry (ifknown)	Filed onMM / DD / YYYY								
5.	Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who r	nade the earlier filing?									

JAGGED PEAK Ctl ID 00062

Official Form 410 Proof of Claim page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

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?	\$\frac{145,700.00}{\text{ No}}\$. Does this amount include interest or other charges? \text{\text{\text{No}}} \text{No} \text{\text{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.
	leased equipment
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. 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: \$\frac{145,700.00}{} Amount of the claim that is secured: \$\frac{145,700.00}{} Amount of the claim that is unsecured: \$\frac{1}{} Other Describe: In trucks, batteries, chargers In trucks, batteries, chargers Other Describe: Other Describe: In trucks, batteries, chargers Other Describe: O
	Annual Interest Rate (when case was filed) 13 % ☐ 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:

Official Form 410 Proof of Claim page 2

	,								
12. Is all or part of the claim									
entitled to priority under 11 U.S.C. § 507(a)?	Yes. Chec	k one:				Amount entitled to priority			
A claim may be partly priority and partly	Domes 11 U.S	stic support obligations (including a.C. § 507(a)(1)(A) or (a)(1)(B).	alimony and child sup	oort) under		\$			
nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Up to \$ person	\$							
chance to phony.	bankru	s, salaries, or commissions (up to specific petition is filed or the debtor's i.C. § 507(a)(4).	\$12,850*) eamed with s business ends, whic	in 180 days hever is ea	s before the tier.	\$			
	☐ Taxes	or penalties owed to governmenta	al units. 11 U.S.C. § 50	7(a)(8).		\$			
	☐ Contrib	outions to an employee benefit pla	n. 11 U.S.C. § 507(a)	(5).		\$			
		Specify subsection of 11 U.S.C. §				\$			
		are subject to adjustment on 4/01/19 an			gun on or after ti	he date of adjustment			
	Amounts a	are subject to dejustment on 40 in 10 un	a cvery o years and mad	101 00000 00	guil on or unor a	To date of dajastinoria.			
13. Is all or part of the claim entitled to	∑ No								
administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	by the Deb which the	ate the amount of your claim aristor within 20 days before the da goods have been sold to the De usiness. Attach documentation	ate of commencements by tor in the ordinary	nt of the al course of	ove case, in	\$			
Part 3: Sign Below									
The person completing	Check the appr	opriate box:							
this proof of claim must sign and date it.	☐ I am the cr	·							
FRBP 9011(b).	I am the creditor's attorney or authorized agent.								
If you file this claim	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.								
electronically, FRBP 5005(a)(2) authorizes courts	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.								
to establish local rules specifying what a signature	I understand that an authorized signature on this <i>Proof of Claim</i> 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.								
is.	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true								
A person who files a fraudulent claim could be	and correct.								
fined up to \$500,000, imprisoned for up to 5	I declare under penalty of perjury that the foregoing is true and correct.								
years, or both. 18 U.S.C. §§ 152, 157, and 3571.									
		Row	men	of the Control of the	dioxionize	2/19/19			
	Name of the pe	erson who is completing and sig	gning this claim:			Date			
	Name	Robert Guy Hanseman							
		First name	Middle name		Last name				
	Title	Attorney & Agent				· · · · · · · · · · · · · · · · · · ·			
	Company	Sebaly Shillito + Dyer LPA Identify the corporate servicer as the	ne company if the authori	zed agent is	a servicer.				
		1900 Kettering Tower, 40 N. I							
	Address	Number Street							
		Dayton, OH 45423		Ctata	710.0-4-				
		City		State	ZIP Code	O 11			
	Contact phone	937-226-5601		Email	RHanseman	@ssdlaw.com			

Official Form 410 Proof of Claim page 3

ged Peak, Inc.		
Lease Schedule No.	Description	Fair Market Va
40529750	3-Crown Reach Trucks- RR	1 dii mandi va
10020100	sn: 1a556435	\$25,900.
	1a556436	\$25,900.
	1a556437	\$25,900
	3-Industrial Batteries	,
	sn: 3667DI	\$1,800.
	3668DI	\$1,800.
	3669DI	\$1,800.
	3-Industrial Chargers	
	sn: 119CS80865	\$500.
	119CS80866	\$500
	119CS80867	\$500
40529764	2-Crown Counterbalance SC	
	sn:10141142	\$19,250
	10141143	\$19,250
	2-Industrial Batteries - sn: 3670DI	\$1,800.0
	3671DI	\$1,800.0
	2-Industrial Chargers - sn: 119CS80868	\$500.0
	119CS80869	\$500.0
40529769	2-Crown Pallet Trucks (PE)	
	sn:10141104	\$6,700.0
	10141105	\$6,700.0
	2-Industrial Batteries - sn: 3665DI	\$1,800.0
	3666DI	\$1,800.0
	2-Industrial Chargers	
	sn: 119CS81091	\$500.0
	119CS81092	\$500.0
	Total Secured Value:	\$145,700.0



Crown Credit Company New Bremen, OH 45869 USA Tel 419 629 2311 Fax 419 629 9224 crown.com Page 1 of 3

Master Lease Agreement

THIS MASTER LEASE AGREE	MENT is being made, effective as of the 9th day of May	, <u>2019</u> , by
and between CROWN EQUIPM	MENT CORPORATION, doing business as CROWN CREDIT COMPANY, with offices	at the address
set forth above ("Lessor"), an	d Jagged Peak, Inc.	1
Corporation	with offices at 7560 W. Courtney Campbell Causeway, Tampa, FL 33607	(" <u>Lessee</u> ")

SECTION 1. LEASING OF UNITS.

1.01 From time to time during the term of this Agreement, Lessee may request that Lessor lease units of material handling equipment and related equipment ("Units") to Lessee. A Unit shall become subject to this Agreement upon the parties' execution of a Lease Schedule (a "Schedule") covering such Unit. Each Schedule shall be deemed to be a separate lease incorporating all of the provisions of this Agreement and shall contain such additional provisions as may be mutually agreed by Lessor and Lessee.
1.02 The term of the lease for each Unit shall be as set forth in the applicable Schedule.

SECTION 2. TERMS OF PAYMENT: TAXES.

2.01 Lessee shall pay to Lessor the lease charge ("Lease Charge") for each Unit set forth in the applicable Schedule. Lease Charges shall be payable beginning on the date and at the intervals provided in the applicable Schedule.

2.02 Lessor shall equip each Unit with a meter for recording the number of hours of its operation. If a Schedule sets forth a permitted number of hours of operation for any specified period for any Unit ("Base Hours") and the actual number of hours of operation during any such period exceeds the Base Hours, Lessee shall pay to Lessor, in addition to the applicable Lease Charge, the per hour charge set forth in the Schedule for each hour of operation in excess of the Base Hours ("Excess Usage Charge"). Should any meter break or fail to function so that an accurate reading of the actual hours of usage is not possible, Lessee shall pay Excess Usage Charges as reasonably computed by Lessor 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.

2.03 All charges set forth in this Agreement, including any Schedule, are exclusive of any sales, use, recording, personal property, or other taxes applicable to or arising in connection with the leasing of the Units. All such taxes, other than taxes based upon the net income of Lessor, shall be the responsibility of Lessee and shall be paid to Lessor when invoiced.

2.04 Lessor shall prepare and file all personal property and other such tax reports or returns relating to the Units. Lessee shall provide Lessor with all necessary information to enable Lessor to file such reports or returns in a timely manner and shall, when invoiced, pay Lessor a reasonable service charge related thereto.

2.05 Interest shall accrue on amounts payable and past due under this Agreement or any Schedule from the date such amount is due until the date payment is received by Lessor at a rate equal to one and one-quarter percent (1.25%) per month or at the rate of one-twelfth of the then highest allowable interest rate per annum under applicable law, whichever is less.

2.08 Lesse Charges shall be payable on the date set forth in the applicable Schedule, and all other amounts shall be payable within 30 days after the date of Lessor's invoice for such

2.07 All amounts payable by Lessee under this Agreement or any Schedule shall be sent to Lessor at the address indicated on the applicable invoice or shall, at the request of either party, be payable by electronic transfer of funds to such account as Lessor may from time to time specify. If Lessee uses any third party service to process payments, Lessee shall relimburse Lessor for any service or processing fee payable by Lessor to such third party service.

SECTION 3. DELIVERY; OWNERSHIP; LIENS.

3.01 Unless otherwise indicated in the applicable Schedule, Lessee shall bear all transportation and insurance charges to the location specified in the Schedule and Lessee assumes all risk of loss or damage to the Units after they are delivered to the carrier at the shipping point.

3.02 Concurrently with the delivery of each Unit, Lessee shall execute and deliver to Lessor a notice of delivery form verifying the date of delivery.

3.03 If the lease of any Units hereunder is deemed to be a sale, rather than a true lease, because of the terms of the Schedule covering such Units, Lessee hereby grants to Lessor a security interest in such Units. In all other cases, the parties intend that ownership of all Units shall remain with the Lessor, and Lessee shall not, by means of this Agreement or any Schedule, acquire any interest in any Unit other than that of a Lessee. Lessee hereby authorizes Lessor to file all Uniform Commercial Code financing and continuation statements and other documents which Lessor deems necessary or advisable in order to record and secure Lessor's interest in all Units.

3.04 Lessee shall not permit any liens, charges, or encumbrances to be placed upon any Unit other than as specified in Subsection 3.03. Notice of any such fien, charge, or encumbrance or any adverse claim shall be forwarded to Lessor immediately upon receipt by Lessee.

3.05 Lessee shall (a) not remove, destroy, deface, or otherwise disturb any markings or tabeling on any Unit that indicates Lessor's interest in such Unit, and (b) keep each Unit free from any marking or tabeling which could be interpreted as a claim of ownership of the Unit by Lessee or anyone other than Lessor.

SECTION 4. WARRANTY; LIMITATION OF LIABILITY; INDEMNIFICATION.

4.01 Lessee acknowledges and agrees that each Unit is of a size, design, capacity, description and manufacturer selected by Lessee; that Lessee takes sole responsibility for selecting each Unit and that Lessee is satisfied that each Unit is suitable and fit for its purposes; and that Lessee takes sole responsibility for determining that each Unit satisfies the standards for safety (e.g., required under OSHA, required by insurance, and/or recognized from time to time by industry practice) applicable to Lessee's use of the Unit.

4.02 The only warranty made in connection with any Unit manufactured by Lessor shall be Lessor's standard warranty provided in connection with the Unit, and the only warranty made in connection with any Unit not manufactured by Lessor shall be the warranty, if any, of the manufacturer of such Unit. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WITH RESPECT TO THE UNITS. For so long as no default by Lessee under this Agreement or any Schedule shall have occurred and be continuing (a) Lessor assigns to Lessee all rights of Lessor under any warranties given to Lessor by the manufacturer of any Unit or component of any Unit not manufactured by Lessor, to the extent that such warranties are assignable by Lessor; and (b) Lessor shall, at Lessee's expense, cooperate with and assist Lessee in obtaining the benefits of such warranties. Warranty claims shall be handled in accordance with the standard warranty claims.

4.03 LESSOR SHALL NOT BE LIABLE TO LESSEE FOR (a) ANY DELAY IN PROVIDING ANY UNIT, OR (b) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED.

MOWN

Crown Credit Company New Bremen, OH 45869 USA Tel 419 529 2311 Fax 419 629 9224

crown.com

Master Lease Agreement - Page 2 of 3

Lessee Jagged Peak, Inc.

Date effective as of the 9th day of May , 2019

4.04 LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LOSSES, COSTS, SUITS, PROCEEDINGS, JUDGMENTS, LIENS, PENALTIES, EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), AND LIABILITIES, WHETHER ACTUAL OR ALLEGED (EACH, A "LOSS"). ARISING OUT OF OR IM ANY MANNER RELATED TO THE POSSESSION, USE, DELIVERY, MAINTENANCE, STORAGE, OR OPERATION OF ANY UNIT, UNLESS DIRECTLY CAUSED BY LESSOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE ABOVE INDEMNIFICATION SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS ASSOCIATED WITH (a) A CLAIM FOR INJURY TO ANY PERSON OR PROPERTY, INCLUDING CLUDING CLOUD STRICT OR PRODUCT LIABILITY RELATING TO THE UNIT, (b) DAMAGE, THEFT, OR DESTRUCTION OF ANY UNIT, (c) ANY FAILURE BY LESSE TO OBSERVE, PERFORM, AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ANY SCHEDULE, (d) ANY CLAIMS OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ATTRIBUTABLE TO ANY ASPECT OF THE UNIT DESIGNED OR PROVIDED TO SPECIFICATIONS REQUIRED BY LESSE, AND/OR (e) THE INACCURACY OF ANY REPRESENTATION OR WARRANTY OF LESSEE HEREUNDER.

SECTION 5. USE AND CARE OF UNITS.

5.01 Lessee shall (a) comply with all applicable federal, state, and local laws, regulations, and orders affecting the possession or use of any Unit by Lessee, (b) operate each Unit within its rated capacity and in accordance with any instructions provided by Lessor or the manufacturer of the Unit, (c) restrict operation of each Unit to safe, careful, competent, and trained personnel selected and controlled by Lessee, and (d) properly store each Unit.

5.02 Lessee shall not affix or install upon any Unit any accessory, attachment or other device or make any modifications or alterations to any Unit without the prior written consent of Lessor (which shall not be unreasonably withheld). Lessee hereby releases and shall indemnity, defend, and hold Lessor harmless from and against any Loss and 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 Lessee's modification or alteration of any Unit.

5.03 In order to ascertain whether Lessee is fulfilling its obligations hereunder, Lessor shall have the right to inspect any Units from time to time upon reasonable advance notice to Lessee.

SECTION 6. INSURANCE; DAMAGE; LOSS OR DESTRUCTION.

6.01 Until each Unit is returned to Lessor as provided in this Agreement, Lessee relieves Lessor from, and Lessee shall bear, responsibility for all risk of damage to or loss or destruction of the Unit, regardless of the cause.

0.02 Unless otherwise agreed in writing, Lessee shall, at its cost, provide all risk commercial property Insurance for each Unit (and any temporary Unit furnished by Lessor), providing coverage for loss or damage to the personal property of others or endorsed to cover loss or damage to leased equipment, in an amount at least equal to its replacement cost. Lessee shall also, at its cost, maintain with respect to each Unit adequate commercial general liability insurance (minimum limits: \$2,000,000.00 combined single limit) covering bodily injury and property damage arising out of or in any manner related to Lessee's possession, use, or operation of the Unit, and such insurance shall be specifically endorsed to cover the indemnity provided in Subsection 4.04 of this Agreement. Lessee shall add Lessor as an additional insured under its commercial general liability insurance and as loss payee under its all risk property insurance. In addition, all such insurance shall provide that it shall be primary insurance and noncontributory to any insurance carried by Lessor and that Lessor receive prior notice of cancellation or nonrenewal in accordance with the terms of policy. From time to time upon Lessor's request, Lessee shall furnish to Lessor certificates evidencing such insurance.

6.03 Lessee shall promptly (a) notify Lessor if any Unit becomes lost, stolen, destroyed, irreparably damaged, confiscated, or requisitioned (each, a "Unit Loss"); and (b) pay to Lessor the applicable Termination Amount (as defined in Subsection 6.04) for the Unit affected by the Unit Loss. Upon payment of the applicable Termination Amount and any other charges then outstanding, the lease of the affected Unit shall terminate and all right, title, and Interest of Lessor in the affected Unit shall vest in Lessee. Insurance proceeds payable with respect to any Unit Loss shall be applied to reduce amounts otherwise payable by Lessee with respect to the applicable Termination Amount of the Unit Affected by the Unit Loss.

For purposes of this Agreement, the applicable "Termination Amount" shall be an amount equal to the sum of (a) all unpaid Lease Charges and other amounts payable to Lessor under this Agreement or the applicable Schedule with respect to the affected Unit for any period prior to the date of the Unit Loss; (b) the present value of all Lease Charges payable with respect to the affected Unit for the remainder of the term of its lease, discounted at a rate of four percent (4%) per annum; and (c) the present value of the Residual Value of the affected Unit (as hereinafter defined), discounted at a rate of four percent (4%) per annum. For purposes of this Agreement, the applicable "Residual Value" of an affected Unit means the value of the Unit at the expiration of the term of its lease hereunder, as estimated by Lessor at the time the Schedule covering such Unit was executed.

SECTION 7. MAINTENANCE.

7.01 Other than as set forth in Subsection 7.03, Lessor shall have no obligation to maintain or service any Unit.

7.02 Lessee shall have sole and complete responsibility for performing or arranging for all maintenance with respect to each Unit. Lessee shall cause such responsibilities to be undertaken on a timely and workmanke basis by personnel qualified to perform maintenance on the Units. If any inspection by Lessor reveals that Lessee has neglected any of its responsibilities, Lessor shall so notify Lessee and Lessee shall promptly cause the same to be undertaken. Should Lessee fail to undertake such responsibilities promptly and to complete the same within a reasonable time, Lessor shall have the right (but not the obligation), in addition to any other rights or remedies available to Lessor, to perform such responsibilities or cause the same to be performed and invoice Lessee for the cost thereof.

7.03 Lessee shall not permit any party other than Lessor or its agents to service, repair, or otherwise tamper with the hour meter on any Unit and shall promptly notify Lessor of any malfunction of the hour meter on any Unit. Lessor shall repair or replace the hour meter on any Unit promptly upon receipt of notice that the meter is broken or not functioning properly. If any hour meter is damaged as a result of Lessee neg gence, accidents, abuse, or misuse of the Unit, the cost of such repair or replacement shall be paid by Lessee.

SECTION 8. CONTINGENCIES

Neither party (the "defaulting party") shall be liable to the other party, nor shall this Agreement or any Schedule be cancellable, in the event the defaulting party fails to perform or delays in performing its obligations hereunder or thereunder as a result of wars, fires, strikes or other labor disputes, accidents, acts of God, governmental regulations or interference, delays in transportation, or other causes beyond the defaulting party's control. The foregoing provision shall not apply to Lessee's obligations to make payments to Lessor under this Agreement or any Schedule.

SECTION 9. TERM; TERMINATION.

The term of this Agreement shall begin on the date set forth at the beginning of this Agreement and shall, unless earlier cancelled in accordance with the provisions of Subsection 10.01, continue until terminated by either party upon 30 days' prior notice to the other. Termination of this Agreement in accordance with this Section 9 shall not affect either party's obligations to the other under this Agreement with respect to any Schedules outstanding on the date of such termination, which Schedules shall remain in full force and effect in accordance with their terms.

SECTION 10. CANCELLATION.

10.01 In the event that either party breaches or fails to comply with any provision of this Agreement or any Schedule and such breach or failure continues for a period of 30 days (10



Crown Credit Company New Bremen, OH 45869 USA Tel 419 629 2311

Fpx 419 629 9224

crown.com

Master Lease Agreement - Page 3 of 3

Lessee Jagged Peak, Inc.		
Date effective as of the 9th day of	May	2019

days in the case of any nonpayment) after the giving of notice thereof by the other party, the other party may cancel this Agreement and/or the Schedule involved immediately upon the giving of notice of cancellation to the defaulting party. Upon any cancellation of this Agreement in accordance with the provisions of this Subsection 10.01, all outstanding Schedules shall be automatically cancelled without further action of either party.

10.02 If this Agreement or any Schedule is cancelled by Lessor in accordance with the provisions of Subsection 10.01, Lessee shall immediately return, at its risk, cost, and expense, all Units covered by any affected Schedule to Lessor at such location as Lessor shall specify. Should Lessee fail to so return any Units, Lessor shall have the right to repossess the same and Lessee shall assemble such Units, provide Lessor with access to the premises at which the Units are located, and make the Units available to Lessor for repossession.

10.03 If this Agreement or any Schedule is cancelled by Lessor in accordance with the provisions of Subsection 10.01, Lessor shall be entitled to recover as damages for the loss of its bargain and not as a penalty, an amount equal to the sum of the following, less the fair market wholesafe value of each affected Unit in the condition in which if was returned to or repossessed by Lessor (if it has been so returned or repossessed); (a) the applicable Termination Amount for each affected Unit (assuming, for purposes of calculation, that the effective date of the cancellation is the date of the Unit Loss); (b) any expenses paid or incurred by Lessor in connection with any repossessor of any affected Unit; (c) all other amounts then payable by Lessor hereunder, including without limitation, amounts owing for indemnification; and (d) all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in attempting to collect from Lessoe any amounts payable and past due or enforcing Lessor's rights under this Agreement. Amounts payable pursuant to this Subsection shall be paid by Lessoe within 10 days after the date of Lessor's demand.

10.04 The rights and remedies given to either party in this Section shall be deemed to be in addition to, and not in lieu of, any other rights or remedies under the Uniform Commercial Code or otherwise at law or in equity.

SECTION 11. RETURN OF UNITS; CONDITION UPON RETURN.

11.01 Upon the expiration of any Schedule, Lessee shall, at Lessee's sole cost and risk, return all Units covered by the Schedule to the nearest Crown authorized dealer or to such other location as the Lessor and Lessee may mutually agree.

11.02 All Units returned to Lessor upon the expiration of any Schedule shall be returned in good condition, ordinary wear and tear excepted. A signed bill of lading, pick-up receipt, or similar document does not constitute acknowledgment by Lessor of any condition of any Unit being returned, and Unit condition will be determined by a final inspection by Lessor after the Unit has been returned to Lessor. If any Unit returned to Lessor is not in good condition, ordinary wear and tear excepted, Lessee shall pay to Lessor, in addition to all other charges, expenses, or damages payable by Lessee, an amount equal to the repair costs to return such Unit to good condition, ordinary wear and tear excepted.

11.03 Lessee shall return all Units covered by any expired Schedule within three business days after the date of expiration of the Schedule. If Lessee fails to return any Units in a timely manner, until such time as the Units are so returned, or Lessor demands return and the Units are so returned, Lessee shall continue to make all payments owing to Lessor for such Units under the Schedule as if it had not expired.

SECTION 12. MISCELLANEOUS.

12.01 All notices, consents, approvals, or other communications required or permitted under this Agreement shall be in writing, shall be delivered in person, by courier or express service, or by mail, with proper charges prepaid, to the party for whom intended at its address first set forth in this Agreement or to such other address as such party may hereafter direct by notice to the other party, and shall be deemed to be given upon the date of actual receipt. The sending party shall have the burden of proving receipt.

12.02 WITHOUT LESSOR'S PRIOR CONSENT (WHICH SHALL NOT BE UNREASONABLY WITHHELD), LESSEE SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE OR ENTER INTO ANY SUBLEASE OF ANY UNIT.

12.03 No failure on the part of either party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver or relinquishment thereof; nor shall any single or partial exercise by either party of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right. Waiver of any breach shall not constitute or be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

12.04 This Agreement (together with all applicable Schedules, Exhibits, Addende, and Riders) embodies the whole agreement of the parties relating to the subject matter of this Agreement, supercedes all prior oral or written negotiations, communications, and agreements by or on behalf of the parties, and may not be varied by any purchase order, acknowledgment, confirmation, invoice, or shipping document issued by either party.

12.05 Lessor may assign or transfer this Agreement, any Schedule, or Lessor's interest in any Unit without notice to Lessee; provided, however, that no such assignment or transfer shall relieve Lessor of its obligations hereunder. Any assignment or transfer shall have all of the rights, but none of the obligations, of Lessor under this Agreement or the affected Schedule, and Lessee agrees that it will not assert against any assignment of Lessor any defense, counterclaim, or offset that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor will not materially change Lessee's duties or obligations under this Agreement or the affected Schedule, nor materially increase the burdens or risks imposed on

12.06 Any lawsuit or other action brought by Lessee against Lessor which is based upon any claim under this Agreement or any Schedule or upon any other 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

12.07 No rule of construction resolving any ambiguity against the drafting party shall be applicable to this Agreement.

12.08 The provisions of Subsections 2.03 and 3.04 and Sections 4, 6, 9, 10, 11, and 12 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement or any affected Schedule, regardless of the cause.

12.09 This Agreement and all Schedules entered into pursuant to this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, as applicable to agreements made and wholly performed therein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CROWN EQUIPMENT CORPORATION, d/b/a CROWN CREDIT COMMINICAL ESBORT.	Jagged Peak, Inc. (LESSEE
By:	By: DAA. / Sij
Yvonne Dues Print Name:	Printelame: VALLA. Ludurd
Fillit Halife,	UH A
CCF03671 Rev. 04-17	Printed in U.S.A



Tel 419 629 2311 Fax 419 629 9224 crown.com

Lease Schedule

No. 40529750

THIS LEASE SCHEDULE (this "Schedule") is being executed as of the 9th day of May, 2019,
pursuant to the terms of the Master Lease Agreement, dated as of May 9th, 2019 (the
"Master Lease"), between Crown Equipment Corporation, d/b/a Crown Credit Company ("Lessor"), and
Jagged Peak, Inc. ("Lessee"),
and is subject to the provisions of the Master Lease, all of which are incorporated into this Schedule by reference. Capitalized
terms used but not defined in this Schedule shall have the meanings given to them in the Master Lease.
SECTION 1. UNITS BEING LEASED; CHARGES; PAYMENT TERMS. 1.01 Exhibit A attached to this Schedule sets forth a complete list of the Units being leased to Lessee under this Schedule and the Lease Charges, Base Hours, and Excess Usage Charge per hour applicable to such Units. 1.02 Lease Charges shall be payable with the frequency and on the dates specified in Exhibit A. At Lessor's option, Lease Charges may be prorated for any partial period. 1.03 if Lessee's number of hours of anticipated usage increase or expected conditions of use change in any material manner that adversely affects the estimated useful life of any Unit or its condition, Lessee shall promptly advise Lessor and the parties shall discuss whether any increases in the amounts payable for that Unit should be made. The terms of this Schedule shall remain in full force and effect until such time, if any, as the parties agree to make any changes described in this Subsection 1.03.
SECTION 2. TERM; DELIVERY; LOCATION OF UNITS. 2.01 The initial term of the lease of each Unit leased hereunder shall begin on the date of its delivery to Lessee and shall continue for the period set forth in Exhibit A. 2.02 The Units shall be delivered to Lessee at the location set forth in Exhibit A and shall be used by Lessee only at such location. Lessee may move any Unit to another location within the United States with Lessor's prior written consent (which shall not be unreasonably withheld). Under no circumstances shall Lessee move any Unit to any location outside the United States. 2.03 Lessee shall inspect each Unit within five calendar days after its delivery. Unless Lessee gives written notice to Lessor specifying any defect in or other proper objection to any Unit within such five day period, Lessee shall be conclusively deemed to have fully inspected such Unit and determined that the Unit is in good condition and repair and compliant with all applicable specifications and requirements.
SECTION 3. MAINTENANCE. During the term of the lease of the Units hereunder, Lessee shall, at its sole cost and expense, be responsible for (a) performance, in accordance with the instructions of the manufacturer of each Unit and at such times as the manufacturer may specify, of all planned maintenance services for the Unit which are recommended by its manufacturer; (b) performance of all services recommended by the manufacturer of each Unit in connection with the normal daily operational needs of the Unit, as well as the replacement of batteries, tires, and wheels beyond those originally supplied with the Unit; and (c) performance of all other work required to keep each Unit in good working order, including without limitation, all repairs, maintenance, or service which is required as a result of Lessee negligence, accidents, abuse, or misuse of the Unit, or Lessee's failure to perform, or the improper performance of, any repairs, servicing, or other work on the Unit.
SECTION 4. ADDITIONAL PROVISIONS OR RIDERS. None, except Exhibit A and as noted below (check those, if any, that apply):
Purchase Option Rider
Other:
IN WITNESS WHEREOF, the undersigned have executed this Schedule as of the date first above written.
CROWN EQUIPMENT CORPORATION, d/b/a CROWN CREDIT COMPANY (LESSOR) Jagged Peak, Inc. (LESSEE)
By: Normet. Dues By: The Lufy
Print Name: Yvonne Dues Print Name: Yvonne Dues Print Name: Yvonne Dues

CCF19546-1 Rev. 12-16

rinted in U.S.A.



Tel 419 629 2311 **Fax** 419 629 9224 crown.com

EXHIBIT A to Lease Schedule No. 40529750

Lease Term: 60 months	Location of Units:
Frequency of Payments: monthly PO No. (if required):	1400 Randolph Avenue Avenel, NJ 07001
(Internal Use Only)	
Contract Start Date: May 9th, 2019	Party responsible for transportation and insurance charges: Lessee X Lessor

	UNIT(S) / PAYMENT IN	FORMATION		
QTY	Description (Make, Model, Serial No.)	Lease Charge	Base Hours Per Year	Excess Usage Charge Per Hour
3.	Crown Reach Truck (RR) SN: 1A556435, 1A556436, 1A556437	\$2418.03	2000 per truck	\$2.00 plus tax
3.	Industrial Batteries SN: 3667DI, 3668DI, 3669DI			
3.	Industrial Chargers SN: 119CS80865, 119CS80866, 119CS80867	7		



Tel 419 629 2311 Fax 419 629 9224 crown.com

Lease Schedule

No. 40529764

THIS	LEA	SE S	SCHE	OULE (this	"Schei	dule")	is being	executed	as of th	e 9th	day	of Jun	e, 2019	1
pursu	ant	to	the	terms	of	the	Master	Lease	Agreemen	, dated	as of	May 9t	h, 2019		(the
"Mast	er	Lea	se"),	betw	een	Crow	n Equ	ipment	Corporatio	n, d/b/ a	Crown	Credit	Company	("Lessor"),	and
Jagge	ed P	eak,	Inc.					······		······································				("Les	see"),
and is	sub	ject	to the	provis	ions (of the I	Master	Lease, al	l of which a	e incorpo	orated int	o this Scho	edule by ref	erence. Capi	talized
terms	use	d but	t not c	lefined	in thi	s Sch	edule si	nall have	the meanin	gs given t	to them in	the Maste	er Lease.		
1.01 Ex Excess 1.02 Le 1.03 If	hibit / Usagi ase C Lesse ife of be ma	A attace Charge harge of the control	ched to rge per s shall t imber o nit or it	this Sch hour app e payabl f hours o	edule s Nicable e with t of antici on. Les	ets forth to such he frequ pated u see shal	a completion in a completion i	on the date: ease or exp v advise Le:	e Units being for s specified in Ex ected condition soor and the pa	nibit A. At Le s of use cha ties shall di	ssor's optior ange in any scuss wheti	n, Lease Charg material man ner any Increa	ges may be pro ner that adver uses in the amo	Charges, Base Ho rated for any partic sely affects the ec ounts payable for changes describe	al period. stimated that Unit
2.01 Tr 2.02 Tr another Unit to 2.03 Le objection	e initi le Uni locat any lo lessee on to	lal ten its sha ion wi cation shall i anv U	m of the di thin the outside inspect nit with	lease of elivered United S the United Children	l each L to Less states w ted Stat it withir five day	init leas ee at th ith Less es. I five ca y period	e location or's prior lendar da Lessee	nder shall be a set forth in written cons ys after its a shall be con	n Exhibit A and ient (which shai delivery. Unless	shall be use not be unre Lessee give ed to have	ed by Lesse asonably wi as written no	e only at suci Wheld). Under Otice to Lesso	h location. Les no circumstan r specifying an	eriod set forth in I see may move ar ces shall Lessee r y defect in or othe ed that the Unit is	y Unit to nove any er proper
During of the i its mar as well Unit in	the te nanul rufact as th good	erm of facture urer; (e repl worki	the lea er of ea (b) perfo acemer	ch Unit a ormance at of batt r. includi	and at s of all s eries, ti no with	uch tim ervices res, and out limi	es as the recomme wheels b tation, all	manufactu nded by the eyond thos repairs, ma	rer may specify : manufacturer e originally sug	of all plann of each Unit died with the ervice which	ed mainten In connecti e Unit; and (1 is required	ance services on with the no c) performand as a result of	: for the Unit w ormal dally ope ce of all other v f Lessee neglig	dance with the ins filch are recomme erational needs of york required to k pence, accidents,	ended by the Unit, eep each
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)ther:	:													
IN W	INES	S WH	IEREOI	, the ur	ndersig	ned ha	ve execi	ited this S	chedule as of	the date fi	st above v	ritten.			
				CORPOR		SSOR)	w	كال		Jagged F	Peak, Inc.		1.1.	Jin (LESSEE)
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Tel 419 629 2311 Fax 419 629 9224 crown.com

EXHIBIT A to Lease Schedule

No.	40529764

ease Term: 60 months Frequency of Payments: monthly	Location of Units: 1400 Randolph Avenue
PO No. (if required):	Avenel, NJ 07001
(Internal Use Only) Contract Start Date: June 9th, 2019	Party responsible for transportation and insurance charges: Lessee X Lessor
Special Notes:	

	UNIT(S) / PAYMENT INFOF	MATION		
QTY	Description (Make, Model, Serial No.)	Lease Charge	Base Hours Per Year	Excess Usage Charge Per Hour
2.	Crown Counterbalance (SC) SN: 10141142, 10141143	\$1061.30	2000 per truck	\$2.00 plus tax
2.	Industrial Batteries SN: 3670DI, 3671DI			
2.	Industrial Chargers SN: 119CS80868, 119CS80869			



Tel: 419 629 2311 Fax: 419 629 9224 crown.com

Lease Schedule

No. 40529769

THIS LEASE SCHEDULE (this "Schedule") is being executed	d as of the 9th day of June, 2019
	ent, dated as of May 9th, 2019 (the
"Master Lease"), between Crown Equipment Corporate	The state of the s
Jagged Peak, Inc.	("Lessee"),
and is subject to the provisions of the Master Lease, all of which	are incorporated into this Schedule by reference. Capitalized
terms used but not defined in this Schedule shall have the mean	lings given to them in the Master Lease.
SECTION 1. UNITS BEING LEASED; CHARGES; PAYMENT TERMS. 1.01 Exhibit A attached to this Schedule sets forth a complete list of the Units bein Excess Usage Charge per hour applicable to such Units. 1.02 Lease Charges shall be payable with the frequency and on the dates specified in 1.03 if Lessee's number of hours of anticipated usage increase or expected condituseful life of any Unit or its condition, Lessee shall promptly advise Lessor and the should be made. The terms of this Schedule shall remain in full force and effect u Subsection 1.03.	Exhibit A. At Lessor's option, Lease Charges may be prorated for any partial period. tions of use charge in any material manner that adversely affects the estimated parties shall discuss whether any increases in the amounts payable for that Unit
SECTION 2. TERM; DELIVERY; LOCATION OF UNITS. 2.01 The Initial term of the lease of each Unit leased hereunder shall begin on the decreased the Location set forth in Exhibit A another location within the United States with Lessor's prior written consent (which such to any location outside the United States. 2.03 Lessee shall inspect each Unit within five calendar days after its delivery. Unit objection to any Unit within such five day period, Lessee shall be conclusively decondition and repair and compliant with all applicable specifications and requirements.	and shall be used by Lessee only at such focation. Lessee may move any Unit to shall not be unreasonably withheld). Under no circumstances shall Lessee move any less Lessee gives written notice to Lessor specifying any defect in or other proper termed to have fully inspected such Unit and determined that the Unit is in good
SECTION 3. MAINTENANCE. During the term of the lease of the Units hereunder, Lessee shall, at its sole cost and of the manufacturer of each Unit and at such times as the manufacturer may specits manufacturer; (b) performance of all services recommended by the manufactures well as the replacement of batteries, tires, and wheels beyond those originally such tingood working order, including without limitation, all repairs, maintenance, or misuse of the Unit, or Lessee's failure to perform, or the improper performance of	cify, of all planned maintenance services for the Unit which are recommended by rer of each Unit in connection with the normal daily operational needs of the Unit, upplied with the Unit; and (c) performance of all other work required to keep each or service which is required as a result of Lessee negligence, accidents, abuse, or
SECTION 4. ADDITIONAL PROVISIONS OR RIDERS. None, except Exhibit A and as noted below (check those, if any, that apply):	
Purchase Option Rider	
Other:	
IN WITNESS WHEREOF, the undersigned have executed this Schedule as	of the date first above written.
CROWN EQUIPMENT CORPORATION, d/b/a CROWN CREDIT COMPANDUESSOR VOMMENT OF THE PROPERTY OF THE	By: A. Ludwig Print Name: Davier A. Ludwig
CCF19546-1 Rev. 12-16	Printed in U.S.A



Tel 419 629 2311 **Fax** 419 629 9224 crown.com

EXHIBIT A to Lease Schedule

No	40529769

ease Term: 60 months Frequency of Payments: monthly	Location of Units: 1400 Randolph Avenue
PO No. (if required):	Avenel, NJ 07001
(Internal Use Only) Contract Start Date: June 9th, 2019	Party responsible for transportation and insurance charges: Lessee X Lessor
Special Notes:	

ату	UNIT(S) / PAYMENT INFO Description (Make, Model, Serial No.)	ORMATION Lease Charge	Base Hours Per Year	Excess Usage Charge Per Hour
2.	Crown Pallet Truck (PE) SN: 10141104, 10141105	\$470.47	2000 per truck	\$2.00 plus tax
2.	Industrial Batteries SN: 3665DI, 3666DI			
2.	Industrial Chargers SN: 119CS81091, 119CS81092			

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	New Bremen, OH 45869	NVNV		THE ABOVE SDAG	re 19 E/	OR FILING OFFICE US	SE ONLY
nar	File with: Secretary of Stat EBTOR'S NAME: Provide only one Debtor name (1a or ne will not fit in line 1b, leave all of Item 1 blank, check here la. ORGANIZATION'S NAME	b) (use exact, full r	name; do not emit, mo ne Individual Debtor i	dify, or abbreviate any part of t	he Debto	's name): if any part of the	Individual Debtor
L	Jagged Peak, Inc.		FIRST PERSONAL N	AME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
М	AILING ADDRESS		CITY		STATE	POSTAL CODE	USA
	Zb. INDIVIDUAL'S SURNAME AILING ADDRESS		FIRST PERSONAL N	AMÉ	ADDITIO STATE	NAL NAME(S)/INITIAL(S) POSTAL CODE	COUNTRY
M			1				
	CURED PARTY'S NAME (or NAME of ASSIGNEE of 3a. ORGANIZATION'S NAME Crown Equipment Corporation	ASSIGNOR SECU	RED PARTY): Provid	e only <u>one</u> Secured Party name	e (3a or 3	b)	
SE	3a. ORGANIZATION'S NAME	ASSIGNOR SECU	RED PARTY): Provid			b) NAL NAME(S//INITIAL(S)	SUFFIX
SE	33. ORGANIZATION'S NAME Crown Equipment Corporation	ASSIGNOR SECU					SUFFIX
SE SE	3a. ORGANIZATION'S NAME Crown Equipment Corporation 3b. INDIVIDUAL'S SURNAME	collateral:	FIRST PERSONAL N	AME	ADDITION STATE	POSTAL CODE 45869	COUNTRY

Licensee/Licensor

Seller/Buyer

Consignee/Consignor

Bailee/Bailor

blanket

7. ALTERNATIVE DESIGNATION (if applicable). Lessee/Lessor

8. OPTIONAL FILER REFERENCE DATA:

70161889

SEBALY SHILLITO + DYER

A LEGAL PROFESSIONAL ASSOCIATION

3 0 9 N. BARRON STREET EATON, OHIO 45320 PH: 937-853-1109 Fx: 937-222-6554 40 N. MAIN STREET
DAYTON, OHIO 45423-1013
PH: 937-222-2500
FX: 937-222-6554
WWW.ssdlaw.com

9100 WEST CHESTER TOWNE
CENTRE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
PH: 513-644-8125
FX: 513-322-4390

KIMBERLY A. THOMAS PARALEGAL

December 19, 2019

FEDERAL EXPRESS

BMC Group Attn: Jagged Peak Claims Processing 3732 W. 12th St. Hawthorne, CA 90250 310-321-5555

Re: Jagged Peak, Inc., Case No. 19-15959, U.S. Bankruptcy Court, District of Nevada

Enclosed is an original and one copy of a Proof of Claim filing on behalf of Crown Credit Company. 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

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.

3308271.1



19-15959-mkn JAGGED PEAK, INC., A NEVADA CORPORATION

Judge: MIKE K. NAKAGAWA Chapter: 11

Office: Las Vegas

Last Date to file claims: 01/15/2020

Trustee:

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

Creditor: (11035199) Claim No: 51 Status: CROWN EQUIPMENT CORP Original Filed Filed by: CR

DBA CROWN CREDIT CO
C/O SEBALY SHILLITA +

Date: 12/23/2019

Entered by: BMC GROUP, INC.

(1)

DYLER LPA Date: 12/23/2019 ATTN: ROBERT G

HANSEMAN, ATTY & AGENT 1900 KETTERING TOWER

DAYTON, OH 45423

Amount claimed: \$145700.00 Secured claimed: \$145700.00

History:

<u>Details</u> 51-1 12/23/2019 Claim #51 filed by CROWN EQUIPMENT CORP DBA CROWN CREDIT CO,

Amount claimed: \$145700.00 (BMC GROUP, INC. (1))

Modified:

Description: (51-1) Equipment Lease

Remarks: (51-1) ClaimsAgent Recvd: 12/20/2019

Claims Register Summary

Case Name: JAGGED PEAK, INC., A NEVADA CORPORATION

Case Number: 19-15959-mkn

Chapter: 11

Date Filed: 09/16/2019 **Total Number Of Claims:** 1

Total Amount Claimed*	\$145700.00
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	\$145700.00	
Priority		
Administrative		