

All Proof of Claim Forms **MUST** be FILED by September 18, 2018. Failure to timely file this form with supporting documents will result in a waiver of your right to file a claim. Objections must be filed by October 2, 2018. All claims will come before the court for hearing on October 29, 2018, at 9:00 a.m. at the court.

In the Court of Common Pleas of Auglaize County, Ohio  
Civil Division

Paul Mastronardi,

Plaintiff,

Case No. 2017-CV-144

-vs-

Luis Chibante, et al.,

Defendants.

**PROOF OF CLAIM**

With Supporting Documents Attached

I. JEAN HECKSTROTH  
CLERK OF COURTS

2018 OCT 31 AM 10:51

AUGLAIZE COUNTY  
COMMON PLEAS COURT  
FILED

This form is for making a claim for payment from entities that have been dissolved and the affairs of which are being wound up pursuant to a lawsuit filed in this case. The entities that have been dissolved and no longer exist, but whose affairs are being wound up, are:

**Golden Fresh Farms Holdings, Inc.**, an Ohio corporation, and  
**Golden Fresh Farms Enterprises, L.P.**, an Ohio limited partnership.

\* Filers must attach copies of any documents that support the claim, such as promissory notes, leases, purchase orders, invoices, itemized statements of accounts (including the account history showing all invoices and payments since the account's inception), contracts, judgments, mortgages and security agreements. **Do not attach original documents;** the copies you attach may be destroyed after scanning. If the documents are not available, attach an explanation in detail.

Distribution of the assets of the entities will be a final distribution, after determination of the validity of all secured and unsecured claims.

1. (a) Who is the current creditor? De Lage Landen  
(Legal Name of the current claimant/creditor (the person or entity to be paid for this claim))  
Other names the creditor used with the Golden Fresh entities DLG, Leasedirect

(b) Has this claim been acquired from someone else?  NO  YES If yes, from whom?  
(Attach documents of assignment)

2. Where should notices to this claimant/creditor be sent? (List address.)  
De Lage Landen  
1111 Old Eagle School Rd.  
Wayne, PA. 19087

3. Where should payments to this claimant/creditor be sent? (List address.)  
same as above

4. Does this claim amend one already filed?  NO  YES If yes, date filed: 8/20/18

5. Do you know if anyone else has filed a proof of claim for this claim?  NO  YES If yes, who?

6. Do you have a number you use to identify the Golden Fresh entity?  NO  YES-- Last 4 digits of account number you use: 5953  
2852

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7. How much did the entities owe you on September 29, 2017? \$ 1,251.00

8. What is the total value of everything you provided to the entities after September 29, 2017? \$ 97,374.14 *Equipment Received prior to 9/29/17*

9. How much were you paid by the entities after September 29, 2017? \$ 19,097.00 (RAB)

10. What is the difference between the amounts in Line 8 and Line 9? \$ 78,277.14

11. How much is the claim? \$ 78,960.60 (Should equal Line 7 plus Line 10. If not, please explain.)  
 Does this amount include interest or other charges?  NO  YES If so, attach statement itemizing interest, fees, expenses or other charges, and explaining the basis for the interest or other charges to this page, and initial each page. *(Late Fees & Insurance Charges) See SOA'S*

12. What is the basis of the claim? Examples: goods sold, money loaned, services performed, lease, etc.  
Caterpillar Equipment (3) contracts (2) booked May 2017 (1) booked Oct 2017  
 Attach copies of all supporting documents (as listed on page 1)\* and initial each page submitted.

13. Is all or part of the claim secured?  NO  YES, the claim is secured by a lien on property, as follows:

Real estate. If the claim is secured by a lien on real estate, attach a copy of the mortgage, certificate of judgment, or other lien documents showing date perfected; also attach prior payment history showing all payments you received from the Golden Fresh entity, which Golden Fresh entity your claim is against, and showing how all payments you have received were applied to principal, to interest, to fees or otherwise.

Motor Vehicle. If the claim is secured by a lien on a motor vehicle(s), attach a copy of the memorandum of title and all documents supporting the lien validity and the date it was perfected; also attach prior payment history showing all payments you received from the Golden Fresh entity, which Golden Fresh entity your claim is against, and showing how all payments you have received were applied to principal, to interest, to fees or otherwise.

Other. Describe property encumbered by your lien: (Use additional pages if necessary.) \_\_\_\_\_

Attach a copy of security agreement and filed financing statement; also attach prior payment history showing all payments you received from the Golden Fresh entity, which Golden Fresh entity your claim is against, and showing how all payments you have received were applied (principal, interest, fees or other.)

Value of the property securing the debt: \$ \_\_\_\_\_

Amount of the claim that is secured:\* \$ \_\_\_\_\_ \*(Should not exceed the value of the property securing the debt.)

Amount of the claim that is unsecured: \$ \_\_\_\_\_  
 (The sum of the secured and unsecured amounts should match the amount of the claim in item 7, above.)

14. Is this claim subject to a right of setoff?  NO  YES. Identify the property. \_\_\_\_\_

All Proof of Claim Forms MUST be FILED by September 18, 2018. Failure to timely file this form with supporting documents will result in a waiver of your right to file a claim. Objections must be filed by October 2, 2018. All claims will come before the court for hearing on October 29, 2018, at 9:00 a.m. at the court.

15. Is any of this claim for attorney fees?  NO  YES. If so, explain why you are entitled to attorney fees, and attach a complete listing of all hours and all charges showing with specificity the work performed identified on the invoice sufficient to support your claim. \_\_\_\_\_

Use extra pages if needed to support your claim or any of your answers in this proof of claim form.

Note—The Receiver or any interested person may timely challenge whether a claim is valid, whether the security interest is valid and enforceable, the priority of any secured claim, whether a claim is an administrative claim, and whether the fees, expenses and charges listed are required to be paid, or other pertinent issues, by filing an objection to any claim filed.

Time for Filing. A proof of claim shall be deemed timely if it is filed with supporting documents not later than 4:30 p.m. on September 18, 2018. All claims filed are open for inspection by the public and all interested parties at the Clerk of Court's office during normal business hours. Objections shall be deemed timely if filed not later than 4:30 p.m. on October 2, 2018.

The person completing this form must sign and date it, initial each page attached to it, and it must be filed with the Auglaize County Clerk of Courts, Auglaize County Courthouse, 201 South Willipie Street, Room 043, P.O. Box 409, Wapakoneta, OH 45895, whose hours are: Monday thru Friday, 8 a.m. until 4:30 p.m. A proof of claim is deemed filed only when received and file-stamped by the Clerk.

A person who submits a fraudulent claim may be subject to prosecution for such fraud or attempt under the appropriate criminal code sections. Such person may also be subject to punishment for contempt of court of up to 10 days in jail and up to \$500 fine, or both.

I hereby certify that the undersigned is the:

creditor;  creditor's attorney;  creditor's authorized agent; (check one)

and I understand that my 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 certify that I have examined the information in this Proof of Claim and attachments 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, at 12:01 pm  
Thursday, this 2<sup>nd</sup> day of October, 2018.

(X) Russell A. Bender (Signature is mandatory)

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

Full Name: Russell A. Bender Title: Litigation Specialist

Company: De Lage Caneken

Address: 111 Old Eagle School Rd.  
Wexmo, PA 19087

Contact Phone: (610) 386-3425

Email: r.bender@lease-direct.com

LITIGATION WORKSHEET De Lage Landen

From:  
Russell A. Bender  
1111 Old Eagle School Rd  
Wayne, PA 19087

To:

Date: 10/23/2018

Lease Number:  
Date of Lease:  
Date of Last Payment:  
Date of Default:

Choice of Law: PA

Location of Equipment: With lessee

Total Due: \$78,960.60

Lessee Profile:

Status of Business: GOLDEN FRESH FARMS  
Business Name:  
Business Address:  
City, ST, Zip:  
Business Phone Number:

Personal Guarantor Profile (if any):

Employed by Lessee:  
PG Name:  
PG Address:  
City, ST, Zip:  
PG Phone Number:

Notes :

RAA

## Statement of Account

Date:	10/23/2018
To:	_____
From:	Russell A. Bender 610-386-3425
	rbender@leasedirect.com

Customer Name:	GOLDEN FRESH FARMS
DLL Lease Number:	100-10142852
Original Term:	40
Base Payment with Sales Tax:	\$ 503.13

*20,125.20*

	Date Range	DLQ Mo's
Past due/billed payments:	\$ 2,012.52 (07/18-10/18)	4
Insurance:	\$ 107.56	
Sales Tax:	\$ -	
Late Charges:	\$ 100.64	
Finance Charge:	_____	
Other:	_____	
<b>Total Presently Due:</b>	<b>\$2,220.72 (A)</b>	
Base Monthly Payment:	\$ 503.13	
# Remaining payments due:	28	
Booked Residual Value (BRV):	\$ 14,646.27	
<b>Remaining payments + BRV total:</b>	<b>\$28,733.91 (B)</b>	
Equipment Sale Proceeds (Net):	_____ (C)	
<b>Total DLL Unrecovered Investment:</b>	<b>\$30,954.63 (A+B+C)</b>	

*RAB*

# Statement of Account

Date:	10/23/2018
To:	_____
From:	Russell A. Bender 610-386-3425
	<u>rbender@leasedirect.com</u>

Customer Name:	<u>GOLDEN FRESH FARMS</u>
DLL Lease Number:	<u>100-10135953</u>
Original Term:	<u>40</u>
Base Payment with Sales Tax:	<u>\$ 512.92</u>

*20,516.80*

	Date Range	DLQ Mo's
Past due/billed payments:	\$ 2,564.60 (04/18-10/18)	5
Insurance:	\$ 135.25	
Sales Tax:	\$ -	
Late Charges:	\$ 102.60	
Finance Charges:	_____	
Payment Credits:	_____	
<b>Total Presently Due:</b>	<u>\$2,802.45 (A)</u>	
Base Monthly Payment:	\$ 512.92	
# Remaining payments due:	23	
Booked Residual Value (BRV):	\$ 14,646.27	
<b>Remaining payments + BRV total:</b>	<u>\$26,443.43 (B)</u>	
Equipment Sale Proceeds (Net):	_____ (C)	
<b>Total DLL Unrecovered Investment:</b>	<u>\$29,245.88 (A+B+C)</u>	

*RAB*

## Statement of Account

Date:	10/23/2018
To:	_____
From:	Russell A. Bender 610-386-3425
	<u>rbender@leasedirect.com</u>

Customer Name:	GOLDEN FRESH FARMS	
DLL Lease Number:	100-10135958	
Original Term:	40	
Base Payment with Sales Tax:	\$ 685.99	) 827,439.60

	Date Range	DLQ Mo's
Past due/billed payments:	\$ 2,743.96 (07/18-10/18)	4
Insurance Charges:	\$ 100.16	
Sales Tax:	\$ -	
Late Charges:	\$ 137.20	
Finance Charges:	\$ -	
Other:	\$ -	
<b>Total Presently Due:</b>	<u>\$2,981.32 (A)</u>	
Base Monthly Payment:	<u>\$ 685.99</u>	
# Remaining payments due:	<u>23</u>	
Booked Residual Value (BRV):	<u>\$ 1.00</u>	
Remaining payments + BRV total:	<u>\$15,778.77 (B)</u>	
Equipment Sale Proceeds (Net):	<u>\$ - (C)</u>	
<b>Total DLL Unrecovered Investment:</b>	<b>\$18,760.09 (A+B+C)</b>	

*RAB*

100-10142852

*8503.13/110*

Invoice Date	Invoice Due Date	Invoice Amount	Invoice Number	Amount Paid	Balance Due
11/15/2018	11/15/2018	\$530.02	61160337	\$0.00	\$530.02
10/15/2018	10/15/2018	\$555.18	60794715	\$0.00	\$555.18
9/15/2018	9/15/2018	\$555.18	60373757	\$0.00	\$555.18
8/15/2018	8/15/2018	\$555.18	60066958	\$0.00	\$555.18
7/15/2018	7/15/2018	\$555.18	59691981	\$0.00	\$555.18
6/15/2018	6/15/2018	\$530.02	59297970	\$530.02	\$0.00
5/15/2018	5/15/2018	\$541.69	58938816	\$541.69	\$0.00
4/15/2018	4/15/2018	\$555.18	58596723	\$555.18	\$0.00
3/15/2018	3/15/2018	\$580.34	58250113	\$580.34	\$0.00
2/15/2018	2/15/2018	\$540.34	57866352	\$540.34	\$0.00
1/15/2018	1/15/2018	\$555.18	57512000	\$555.18	\$0.00
12/15/2017	12/15/2017	\$528.29	57061797	\$528.29	\$0.00
11/15/2017	11/15/2017	\$598.13	56703818	\$598.13	\$0.00

Check #	Posting Date	Payment Amount	Amount Applied to this Contract
000532	6/15/2018	\$1,781.02	\$530.02
000453	5/30/2018	\$1,867.58	\$541.69
PXD3106261223-002	4/15/2018	\$555.18	\$555.18
PXD3106261223-001	4/12/2018	\$580.34	\$580.34
PXD3105899612-002	2/26/2018	\$540.34	\$540.34
PXD3105899612-001	2/26/2018	\$555.18	\$555.18
PXD3105481168-002	12/26/2017	\$503.13	\$503.13
PXD3105481168-001	12/26/2017	\$528.29	\$528.29

100-10135953

*1512.92 / MO*

Invoice Date	Invoice Due Date	Invoice Amount	Invoice Number	Amount Paid	Balance Due
11/15/2018	11/15/2018	\$539.97	61171932	\$0.00	\$539.97
10/15/2018	10/15/2018	\$565.62	60811599	\$0.00	\$565.62
9/15/2018	9/15/2018	\$565.62	60341516	\$0.00	\$565.62
8/15/2018	8/15/2018	\$565.62	60067454	\$0.00	\$565.62
7/15/2018	7/15/2018	\$565.62	59686827	\$0.00	\$565.62
6/15/2018	6/15/2018	\$539.97	59283586	\$539.97	\$0.00
5/15/2018	5/15/2018	\$565.62	58945436	\$565.62	\$0.00
4/15/2018	4/15/2018	\$539.97	58639250	\$0.00	\$539.97
3/15/2018	3/15/2018	\$602.88	58245887	\$602.88	\$0.00

*RJH*

2)

Invoice Date	Invoice Due Date	Invoice Amount	Invoice Number	Amount Paid	Balance Due
2/15/2018	2/15/2018	\$539.97	57863205	\$539.97	\$0.00
1/15/2018	1/15/2018	\$588.31	57440620	\$588.31	\$0.00
12/15/2017	12/15/2017	\$565.62	57101411	\$565.62	\$0.00
11/15/2017	11/15/2017	\$565.62	56703118	\$565.62	\$0.00
10/15/2017	10/15/2017	\$565.62	56344533	\$565.62	\$0.00
9/15/2017	9/15/2017	\$539.97	55801644	\$539.97	\$0.00
8/15/2017	8/15/2017	\$539.97	55434364	\$539.97	\$0.00
7/15/2017	7/15/2017	\$538.57	55054240	\$538.57	\$0.00
6/15/2017	6/15/2017	\$607.92	54646110	\$607.92	\$0.00
5/11/2017	5/11/2017	-\$95.00	54559806	\$0.00	\$0.00

Check #	Posting Date	Payment Amount	Amount Applied to this Contract
000532	6/15/2018	\$1,781.02	\$539.97
000453	5/30/2018	\$1,867.58	\$565.62
PXD3106069182-002	3/16/2018	\$539.97	\$539.97
PXD3106069182-001	3/16/2018	\$602.88	\$602.88
PXD3105692723-002	1/25/2018	\$565.62	\$565.62
PXD3105692723-001	1/25/2018	\$588.31	\$588.31
PXD3105386746-002	12/8/2017	\$539.97	\$539.97
PXD3105386746-001	12/8/2017	\$565.62	\$565.62
000391	11/16/2017	\$1,345.25	\$565.62
000339	8/15/2017	\$539.97	\$539.97
000267	7/19/2017	\$2,457.77	\$1,051.49

100-10135958

*\$685.97/MD*

Invoice Date	Invoice Due Date	Invoice Amount	Invoice Number	Amount Paid	Balance Due
11/15/2018	11/15/2018	\$711.03	61173524	\$0.00	\$711.03
10/15/2018	10/15/2018	\$745.33	60746213	\$0.00	\$745.33
9/15/2018	9/15/2018	\$745.33	60409858	\$0.00	\$745.33
8/15/2018	8/15/2018	\$745.33	60068002	\$0.00	\$745.33
7/15/2018	7/15/2018	\$745.33	59688650	\$0.00	\$745.33
6/15/2018	6/15/2018	\$711.03	59281403	\$711.03	\$0.00
5/15/2018	5/15/2018	\$760.27	58979550	\$760.27	\$0.00
4/15/2018	4/15/2018	\$745.33	58590744	\$745.33	\$0.00
3/15/2018	3/15/2018	\$779.63	58286098	\$779.63	\$0.00
2/15/2018	2/15/2018	\$711.03	57890454	\$711.03	\$0.00
1/15/2018	1/15/2018	\$711.03	57438157	\$711.03	\$0.00

*RAD*

3)

Invoice Date	Invoice Due Date	Invoice Amount	Invoice Number	Amount Paid	Balance Due
12/15/2017	12/15/2017	\$745.33	57124988	\$745.33	\$0.00
11/15/2017	11/15/2017	\$760.27	56699781	\$760.27	\$0.00
10/15/2017	10/15/2017	\$779.63	56277312	\$779.63	\$0.00
9/15/2017	9/15/2017	\$711.03	55813128	\$711.03	\$0.00
8/15/2017	8/15/2017	\$711.03	55432887	\$711.03	\$0.00
7/15/2017	7/15/2017	\$720.29	55054320	\$720.29	\$0.00
6/15/2017	6/15/2017	\$780.99	54647105	\$780.99	\$0.00

Check #	Posting Date	Payment Amount	Amount Applied to this Contract
000532	6/15/2018	\$1,781.02	\$711.03
000453	5/30/2018	\$1,867.58	\$760.27
000432	5/15/2018	\$745.33	\$745.33
PXD3106269189	4/13/2018	\$779.63	\$779.63
PXD3105899779-002	2/26/2018	\$711.03	\$711.03
PXD3105899779-001	2/26/2018	\$711.03	\$711.03
PXD3105456483-002	12/19/2017	\$745.33	\$745.33
PXD3105456483-001	12/19/2017	\$760.27	\$760.27
000391	11/16/2017	\$1,345.25	\$779.63
PXD3104956789-002	9/26/2017	\$711.03	\$711.03
PXD3104956789-001	9/26/2017	\$711.03	\$711.03
000267	7/19/2017	\$2,457.77	\$1,406.28

#AB

**De Lage Lenden Financial Services, Inc.**

**Equipment Lease Agreement ("Lease")**

LEASEE	Full Legal Name <b>GOLDEN FRESH FARMS ENTERPRISES, L.P.</b>	Phone Number <b>8565739978</b>	Email <b>100-10135953</b>
	Billing Address <b>102 PROGRESS DR</b>	City <b>WAPAKONETA</b>	State <b>OH</b>
	Equipment Location (if not same as above) City	State	Zip

Quantity <b>1</b>	New/Used <b>NEW</b>	Equipment Make <b>CATERPILLAR</b>	Model Number <b>2ET3500 -FL</b>	Serial Number <b>FN528938</b>	Description (attach Separate Schedule if Necessary) <b>Class I - Electric Rider Forklift with Battery and Charger</b>
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Lease Term in Months <b>40</b>	Lease Payment <b>612.82</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Purchase Option (if any) <input type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Fixed
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YOU agree to pay, at the time YOU sign this Lease, \$ 0.00 as advance rent. If more than one Lease Payment is due in advance, the additional Lease Payments(s) will be applied to the end of the Lease Term. In addition to the Lease Payment, YOU agree to pay all applicable sales and use taxes, unless YOU (a) provide US a valid tax exempt certificate; or (b) the sales and the use tax is financed as a part of the Equipment cost as noted in the Additional Provisions section below. YOU also agree to pay all other taxes, in addition to sales and use taxes, in accordance with this Lease.

If checked, Lease Payment includes fees for maintenance provided by Supplier and/or manufacturer under separate maintenance agreement.

Additional Provisions (if any):

If the End of Lease Purchase Option is Fair Market Value or Fixed Purchase Price, see attached Survey of mutually agreeable operating conditions and use of the Equipment, as made part of this Lease.

1. **LEASE:** YOU ("Lessee") agree to lease from US ("Lessor"), the Equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment"). YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate. Whenever any Payment is not made within 5 days of its due date, YOU agree to pay US, a late charge of 5% of each payment or \$10.00, whichever is greater, but only to the extent permitted by law. YOU agree to pay US a fee not to exceed \$500.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Lease term. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. **TERM:** The Lease starts on the day the Equipment is delivered to YOU ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date WE designate and thereafter until all amounts are fully paid. YOUR Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. YOU agree to accept the Equipment when it is delivered and to sign the Certificate of Acceptance supplied by US.

3. **TITLE:** Unless YOU have a \$1.00 purchase option, WE own the Equipment and YOU have the right to use the Equipment for the full Lease term provided YOU comply with the terms of this Lease. If YOU have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, YOU grant US a security interest in the Equipment and all proceeds and authorize US to file financing statements.

4. **EQUIPMENT USE, MAINTENANCE AND WARRANTIES:** WE are leasing the Equipment to YOU "AS IS" AND MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU any manufacturer warranties, YOU exist, at YOUR cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service ("Service Costs"), YOU agree that (i) WE are not responsible to provide the Service, (ii) YOU will make all Service related claims to the third party, and (iii) any Service claims will not impact YOUR Lease Payment obligations. The Equipment cannot be moved from the location above without OUR prior written consent. WE have the right to inspect the Equipment. YOU will not subject the Equipment to any abusive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation).

6. **ASSIGNMENT:** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the EQUIPMENT or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and the rights of the new owner will not be subject to any claims, defenses, or setoffs that YOU may have against US or any supplier ("Supplier") of the Equipment.

8. **RISK OF LOSS AND DISBURSANCE:** YOU shall bear risk of Equipment loss or damage. If any such loss or damage occurs, YOU will must satisfy all of YOUR Lease obligations. YOU will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list US as the insurance sole loss payee and (iii) give US written proof of the insurance. If YOU do not provide such insurance, WE have the right, without obligation, to obtain insurance against theft and physical damage and add an insurance fee (which may include a profit) to the amount due from YOU. WE have no responsibility for any losses or injuries caused by or relating to the Equipment and YOU will reimburse US and defend US against any such claims, which obligation will survive Lease termination. YOU will obtain and maintain comprehensive public liability insurance naming US an additional insured with coverages and amounts acceptable to US. YOU grant to US an irrevocable power of attorney to make claim for and receive and endorse all checks and other documents received as payment for such insurance policies.

7. **TAXES:** YOU agree to pay when due, either directly or as a reimbursement to US, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. WE may charge YOU a processing fee for administering property tax filings. YOU will indemnify US on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions. This indemnity will continue even after the termination of this Lease.

9. **DEFAULT AND REMEDIES:** YOU are in default of this Lease if a) YOU fail to pay any Lease Payment or other sum when due; b) YOU breach any obligation under this Lease, or any other agreement with US; or c) YOU or any partner or guarantor dies, becomes insolvent, bankrupt, merges or is sold. Upon any default, WE may do one or more of the following: (i) declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable, (ii) sue YOU for and receive all Lease Payments and any other payments then accrued or accelerated under

this Lease or any other agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term, and all accelerated Lease Payments and the estimated fair market value will be discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by US; or (B) 3% per annum, but only to the extent permitted by law; (iii) charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but only to the extent permitted by law; (iv) charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that YOU immediately return the Equipment to US or WE may peacefully repossess it. Such return or repossession of the Equipment will not constitute a termination of this Lease. If the Equipment is returned or repossessed, WE may sell or re-rent the Equipment at any terms WE determine, at one or more public or private sales, on YOUR premises or elsewhere, with or without notice to YOU, and apply the net proceeds, after deducting the related costs and expenses, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. YOU agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. YOU are also required to pay (i) all expenses incurred by US in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorney's fees.

8. **END OF LEASE, RETURN, PURCHASE OPTION AND RENEWAL:** Upon at least 120, but not more than 180 days written notice to US prior to the expiration of the Lease term (or any renewal), YOU shall advise US of YOUR intention to either return or purchase the Equipment, whereupon YOU may: a) return the Equipment to any location designated by US, freight and insurance prepaid, in as good condition as when it was delivered to YOU, ordinary wear and tear resulting from proper use only excepted, and if WE reasonably determine that the Equipment is not in the condition required above, WE may repair the Equipment to achieve such condition, and YOU will reimburse US for all OUR reasonable expenses to do so, or b) provided YOU are not in default hereunder, purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Purchase Option checked above. Any FMV purchase option amount will be determined by US based on the Equipment's in place value, and is "AS IS", WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. If the Equipment is returned to US, YOU shall remove all confidential information from the Equipment prior to return. If YOU fail to timely notify US, or if YOU do not a) purchase or b) return the Equipment, in each case as provided herein, this Lease shall renew at the same Lease Payment for consecutive 120 day periods. If any Software license ("License") included hereunder passes title to YOU, such title shall automatically vest and remain in US. If such vesting requires a written conveyance, YOU hereby convey to US any title YOU have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If license's consent is required because the License limits transfers of the Software, then YOU shall assist US in obtaining consent. WE may charge YOU a loss disposal fee of \$250.00 for the Equipment returned by YOU to US at the end of the Lease term. The return of the Equipment is subject to the terms and conditions of the attached Equipment Return Rider.

10. **MISCELLANEOUS:** YOU agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the Equipment supplier's name. WE hereby notify YOU that YOU may have rights under the supplier's contract and may contact the supplier for a description of these rights. YOU agree that WE are authorized, without notice to YOU, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA") and shall be deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. YOU consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. YOU agree (i) to waive any and all rights and remedies granted to YOU under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without OUR consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature. WE may inspect the Equipment during the Lease term. WE shall not be liable to YOU for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LEASEE REPRESENTATIVE	You agree to all the Terms and Conditions contained in this Lease, and any attachments to same (all of which are included by reference) and become part of this Lease. You agree this is a non-cancelable Lease.	
	Signature <i>[Signature]</i>	Date <b>5/29/17</b>
	Title <b>VP</b>	Print Name <b>Pam Mastromoni</b>

LESSOR	<b>De Lage Lenden Financial Services, Inc.</b> Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (888) 355-8438 • FAX: (888) 297-1176	
	Commencement Date <b>05-11-17</b>	Lease Number <b>100-10135953</b>
	Accepted By: <i>[Signature]</i>	

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature <i>[Signature]</i>	Date <b>5/29/17</b>

LESSOR	Print Name	Title

*2288*

088HDC01776



THIS INVOICE DUE  
**NET 10 DAYS**  
 MAIL CHECK TO  
 Miami Industrial Trucks, Inc.  
 P.O. Box 632618  
 Cincinnati, OH 45263-2616  
 PAY FROM THIS INVOICE



End to End Coverage..... Products to Support

100-10135953

Account#	Order #	Brc	Slc
23029	3136625	30	301

INVOICE

Date	Invoice #	Page
02-28-17	30098733	1

Sold To 000  
 DLL FINANCIAL SERVICES  
 1111 OLD EAGLE SCHOOL RD  
 ATTN: ACCOUNTS PAYABLE

Ship To  
 GOLDEN FRESH FARMS  
 102 PROGRESS DRIVE

WAYNE PA 19087 WAPAKONETA OH 45895  
 Ship Via

Entered By rvhees	Customer Purchase Order	Customer Contact PAUL MASTRONARDI	Ord Date 02-28-17
	Equip ID	Customer Job number	Customer Phone # 519-818-8248

Ord Ship B/D Part Number Description Unit Price UM Extended

1	ID# 1244874T Model-2ET3500 E WHEEL ELE FRKLIFT	Sell Price	25,083 10	
1	ID# 1244874B Model-24-85F-13 HAWKER	Sell Price	4,787 64	
1	ID# 1244874C Model-LPM3-48C-120 HAWKER	Sell Price	2,429 26	
1	DOCUMENTATION FEE	Sell Price	150 00	
1	DE LAGE LANDEN DOCUMENTATION FEE		95 00-	
	Sub Total		32,355 00	
	MONTGOMERY Sales Tax Number -		0 00	

Total  
 32,450

ACCOUNTS PAST DUE ARE SUBJECT TO A 1% HANDLING CHARGE (ANNUAL 18%)  
 We hereby certify 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 order of the United States Department of Labor issued under Section 14 thereof

Total Invoice  
 Due By 02/17 32,355 00

www.mtlift.com

Findlay  
 Phone (419) 424-0042  
 Fax (419) 424-0174

Troy  
 Phone (937) 332-9460  
 Fax (937) 335-3721

Dayton Corp. Hdqtrs.  
 Phone (937) 293-4194  
 Fax (937) 293-1168

Toledo  
 Phone (419) 841-1380  
 Fax (419) 841-1381

Richmond  
 Phone (765) 966-3297  
 Fax (765) 966-7027

Application # 100-10135958

**EQUIPMENT LEASE AGREEMENT**

Lessee	Full Legal Name <b>GOLDEN FRESH FARMS ENTERPRISES, L.P.</b>				Phone Number (855) 374-1199	
	Billing Address <b>102 PROGRESS DR</b>		City <b>WAPAKONETA</b>	State <b>OH</b>	Zip <b>45895</b>	Purchase Order Requestion Number (for equipment identification only)
	Equipment Location (if not same as above) <b>102 PROGRESS DR</b>				City <b>WAPAKONETA</b>	State <b>OH</b>
Send Invoice to Attention of						
Equipment Information	Quantity	New / Used	Equipment Make	Model Number	Serial Number	Description
	1	New	CATERPILLAR - MH	GP18N	AT34A00395	Class V - IC Pneumatic Forklift
Payment Information	Lease Term in Months	Lease Payment	Payment Frequency		End of Lease Purchase Option (if any)	
	40	\$885.99	Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/>		<input type="checkbox"/> FMV <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> Fixed Purchase Price of 0.00	
YOU agree to pay, at the time YOU sign this Lease, 0.00 as advance rent. If more than one Lease Payment is due in advance, the additional Lease Payment(s) will be applied to the end of the Lease Term. In addition to the Lease Payment, YOU agree to pay all applicable sales and use taxes, unless YOU (a) provide US a valid tax exempt certificate, or (b) the sales and use tax is financed as a part of the Equipment cost as noted in the Additional Provisions section below. YOU also agree to pay all other taxes, in addition to sales and use taxes, in accordance with this Lease.						
Additional Provisions (if any)						
If the End of Lease Option is Fair Market Value or Fixed Purchase Price, see attached Survey of mutually agreeable operating conditions and use of the Equipment, as made part of this Lease.						

**TERMS AND CONDITIONS**

1. LEASE. YOU (Lessee) agree to Lease from US (Lessor), the Equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories (Equipment). YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or lease is more or less than the supplier's estimate. YOU agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. Whenever any Payment is not made within 5 days of its due date, you agree to pay US, a late charge of 5% of each payment or \$10.00, whichever is greater, but only to the extent permitted by law. YOU agree to pay US a fee not to exceed \$500.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Lease term. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. TERM: The Lease starts on the day the Equipment is delivered to YOU ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date WE designate and thereafter until all amounts are fully paid. YOUR Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, waiver or counterclaim. YOU agree to accept the Equipment when it is delivered and to sign the Certificate of Acceptance supplied by US.

3. TITLE: Unless YOU have a \$1.00 purchase option, WE gain the Equipment and YOU have the right to use the Equipment for the full Lease term; provided YOU comply with the terms of this Lease. If YOU have a \$1.00 purchase option and the Lease is deemed to be a security agreement, YOU grant US a security interest in the Equipment and all proceeds and authorize US to file financing statements.

4. EQUIPMENT USE, MAINTENANCE AND WARRANTIES: We are leasing the Equipment to YOU "AS IS" AND MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We include to YOU any manufacturer warranties. YOU must, at YOUR cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service costs, YOU agree that (i) WE are not responsible to provide the maintenance or service, (ii) YOU will make all maintenance and service related claims to the third party, and (iii) any maintenance or service claims will not impact YOUR Lease Payment obligations. The Equipment cannot be moved from the location above without OUR prior written consent. We have the right to inspect the Equipment. YOU will not subject the Equipment to any alterations, conversions or abnormal wearing conditions or any unreasonably hazardous substance (under any applicable federal, state or local law, rule or regulation).

5. ASSIGNMENT: YOU agree not to transfer, sell, sub-lease, assign, pledge or encumber either the EQUIPMENT or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and the rights of the new owner will not be subject to any claims, defenses, or offsets that YOU may have against US or any supplier (Supplier) of the Equipment.

6. RISK OF LOSS AND INSURANCE: YOU shall bear all risk of Equipment loss or damage. If any such loss or damage occurs, YOU will maintain all of YOUR Lease obligations. YOU will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list US as the insurance sole loss payee and (iii) give US written proof of the insurance. If YOU do not provide such insurance, WE have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from YOU. WE have no responsibility for any losses or injuries caused by or relating to the Equipment and YOU will reimburse US and defend US against any such claims, which obligation will survive Lease termination. YOU will obtain and maintain comprehensive public liability insurance naming US an additional insured with coverages and amounts acceptable to US. YOU grant to US an irrevocable power of attorney to make claims for and receive and endorse all checks and other documents received as payment for such insurance policies.

7. TAXES: YOU agree to pay when due, either directly or as reimbursement to US, all taxes (including without limit sales, use and personal property) and charges in connection with ownership and use of the Equipment, plus a fee to US for collecting and administering any such taxes and charges and remitting them to the appropriate authorities and interest (person at the highest legal rate allowed, from the date due until fully paid). YOU will indemnify US on an after-tax basis, on demand, against the loss or unavailability of any tax-exempted EQUIPMENT ownership tax benefits caused by YOUR acts or omissions. This indemnity will continue even after the termination of this Lease.

8. DEFAULT AND REMEDIES: YOU are in default of this Lease if a) YOU fail to pay any Lease Payment or other sum when due; b) YOU breach any obligation under the Lease, or any other agreement with US, or c) YOU or any partner or guarantor dies, becomes insolvent, bankrupt, merges or is sold. Upon any default, WE may do one or more of the following: (i) declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable; (ii) sue YOU for and receive all Lease Payments and any other payments then received or anticipated under this Lease or any other agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term, and all accelerated Lease Payments and the estimated fair market value will be discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury security maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by US, or (B) 3% per annum, but only to the extent permitted by law; (iii) charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but only to the extent permitted by law; (iv) charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) charge YOU a return-check or non-sufficient funds charge (NSF Charge) of \$25.00 for a check that is returned; and (vi) require that YOU immediately return the Equipment to US or WE may (and we may) repossess it. Such return or repossession of the Equipment will not constitute a termination of this Lease. If the Equipment is returned or repossessed, WE may sell or re-rent the Equipment at any time WE determine, at one or more public or private sales, on YOUR premises or elsewhere, with or without notice to YOU, and apply the net proceeds, after deducting the related costs and expenses, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. YOU agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. YOU are also required to pay (i) all expenses incurred by US in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorney's fees.

9. END OF LEASE, RETURN, PURCHASE OPTION AND RENEWAL: Upon at least 120, but not more than 180 days written notice to US prior to the expiration of the Lease term (or any renewal), YOU shall advise US of YOUR intention to either return or purchase the Equipment, whereupon YOU may (a) return the Equipment to any location designated by US, freight and insurance prepaid, in as good condition as when it was delivered to YOU, ordinary wear and tear resulting from proper use only excepted, and (b) WE reasonably determine that the Equipment

is not in the condition required above, WE may repair the Equipment to achieve such condition, and YOU will reimburse US for all OUR reasonable expenses to do so, or (b) provided YOU are not in default hereunder, purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Purchase Option checked above. Any FIN purchase option amount will be determined by US based on Equipments in place value, and a "AS IS", WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. If the Equipment is returned to US, YOU shall remove all confidential information from the Equipment prior to return. If YOU fail to timely notify US, or if YOU do not (a) purchase or (b) return the Equipment, in each case as provided herein, this Lease shall remain at the same Lease Payment for consecutive 120 day periods. If any Software license ("License") included hereunder passes title to YOU, such title shall automatically vest and remain in US. If such vesting requires a written conveyance, YOU hereby convey to US any title YOU have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If license or consent is required because the License limits transfer of the Software, then YOU shall obtain US in obtaining consent. WE may charge YOU a lease disposal fee of \$250.00 for the Equipment returned by YOU to US at the end of the Lease term. The return of the Equipment is subject to the terms and conditions of the attached Equipment Return Rider.

10. MISCELLANEOUS: YOU agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the Equipment supplier's name. WE hereby notify YOU that YOU may have rights under the supplier's contract and may contact the supplier for a description of these rights. YOU agree that WE are authorized, without notice to YOU, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA") and is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. YOU consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. YOU agree (i) to waive any and all rights and remedies granted to YOU under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without OUR consent, and (iii) that a facsimile copy of this Lease and each document executed in connection with this Lease may be treated as an original and will be admissible as legal evidence thereof. WE may inspect the Equipment during the Lease term. WE shall not be liable to YOU for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LESSEE SIGNATURE	You agree to all the Terms and Conditions contained in this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. You agree this is a non-cancelable Lease.	
	Signature <i>[Signature]</i>	Date 8/29/17
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. You agree that we may, at our discretion, confirm by telephone your acceptance of the equipment.	
	Signature <i>[Signature]</i>	Date 8/29/17
LESSOR	De Lage Landen Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (866) 365-6438 FAX: (866) 287-1176	
	Commencement Date 08.11.17	Agreement Number 100-10135958
Accepted By <i>[Signature]</i>		868HDC0177

PAB



THIS INVOICE DUE  
**NET 10 DAYS**  
 MAIL CHECK TO  
 Miami Industrial Trucks, Inc.  
 P.O. Box 632616  
 Cincinnati, OH 45263-2616  
 PAY FROM THIS INVOICE



End to End Coverage..... Products to Support

100-10135958

Account# 23020	Order # 3136624	Brc 30	Sls 100
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INVOICE

Date 02-28-17	Invoice # 30298732	Page 1
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Sold To  
 000  
 DLL FINANCIAL SERVICES  
 1111 OLD EAGLE SCHOOL RD  
 ATTN ACCOUNTS PAYABLE

Ship To  
 GOLDEN FRESH FARMS  
 102 PROGRESS DR

WAYNE PA 19087 WAPAKONETA OH 45895  
 Ship Via

Entered By rvhees	Customer Purchase Order	Customer Contact PAUL MASTRONARDI	Ord Date 02-28-17
	Equip ID	Customer Job number	Customer Phone # 519-818-8248

Ord Ship B/O Part Number Description Unit Price UM Extended

1	ID# 1244875T Model-GP18N5-LE PNEUMATIC TIRE FORKLIFT	Sell Price Serial#-AT34A00395	25,799.21
1	DE LAGE LANDEN DOCUMENTATION FEE		85 00-
	Sub Total		25,704 21
	MONTGOMERY Sales Tax Number -		0 00

Total Invoice  
 Due By: 25,704 21  
 03/10/17

RAB

ACCOUNTS PAST DUE ARE SUBJECT TO A 1% HANDLING CHARGE (ANNUAL 18%)  
 We hereby certify 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 order of the United States Department of Labor issued under Section 14 thereof

www.mitlift.com

Findlay Phone (419) 424-0042 Fax (419) 424-0174	Troy Phone (937) 332-9460 Fax (937) 335-3721	Dayton Corp. Hdqtrs. Phone (937) 293-4194 Fax (937) 293-1168	Toledo Phone (419) 841-1380 Fax (419) 841-1381	Richmond Phone (765) 966-3297 Fax (765) 966-7027
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**De Lage Landen Financial Services, Inc.**

100-10142852

**Equipment Lease Agreement ("Lease")**

LESSOR	Full Legal Name <b>GOLDEN FRESH FARMS ENTERPRISES, L P</b>		Phone Number		Email <b>100-10142852</b>	
	Billing Address <b>1902 PROGRESS DRIVE</b>		City <b>WAPAKONETA</b>	State <b>OH</b>	Zip <b>45695</b>	Purchase Order Requisition Number (for equipment identification only)
	Equipment Location (if not same as above) <b>1902 PROGRESS DRIVE</b>		City <b>WAPAKONETA</b>	State <b>OH</b>	Zip <b>45695</b>	Send Invoice to Attention of
EQUIPMENT DESCRIPTION	Quantity	New/Used	Equipment Make	Model Number	Serial Number	Description (attach Separate Schedule if Necessary)
	1	NEW	CAT	2ET3500 -FL	FN545979	FORKLIFT
PAYMENT INFORMATION	Lease Term in Months <b>40</b>	Lease Payment <b>\$303.13</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		End of Lease Purchase Option (if any) <input type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Fixed	
	YOU agree to pay, at the time YOU sign this Lease, \$ <u>0.00</u> as advance rent applied to the end of the Lease Term. In addition to the Lease Payment, YOU agree to pay all applicable sales and use taxes, unless YOU (a) provide US a valid tax exempt certificate, sales and use taxes, in accordance with this Lease. If more than one Lease Payment is due in advance, the additional Lease Payment(s) will be applied to the end of the Lease Term. YOU also agree to pay all other taxes, in addition to sales and use taxes, in accordance with this Lease.					
<input type="checkbox"/> If checked, Lease Payment includes fees for maintenance provided by Supplier and/or manufacturer under separate maintenance agreement.						
Additional Provisions (if any)						
If the End of Lease Purchase Option is Fair Market Value or Residual Purchase Price, see attached Survey of mutually agreeable operating conditions and use of the Equipment, as made part of this Lease						

1. **LEASE:** YOU ("Lessee") agree to lease from US ("Lessor"), the Equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment"). YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate. Whenever any Payment is not made within 5 days of its due date, YOU agree to pay US, a late charge of 5% of each payment or \$10.00, whichever is greater, but only to the extent permitted by law. YOU agree to pay US a fee not to exceed \$500.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Lease term. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. **TERMIN:** The Lease starts on the day the Equipment is delivered to YOU ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date WE designate and thereafter until all amounts are fully paid. YOUR Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. YOU agree to accept the Equipment when it is delivered and to sign the Certificate of Acceptance supplied by US.

3. **TITLE:** Unless YOU have a \$1.00 purchase option, WE own the Equipment and YOU have the right to use the Equipment for the full Lease term provided YOU comply with the terms of this Lease. If YOU have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, YOU grant US a security interest in the Equipment and all proceeds and authorize US to file financing statements.

4. **EQUIPMENT USE, MAINTENANCE AND WARRANTIES:** WE are leasing the Equipment to YOU "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU any manufacturer warranties. YOU must, at YOUR cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service ("Service Costs"), YOU agree that (i) WE are not responsible to provide the Service, (ii) YOU will make all Service related claims to the third party, and (iii) any Service claims will not impact YOUR Lease Payment obligations. The Equipment cannot be moved from the location above without OUR prior written consent. WE have the right to inspect the Equipment. YOU will not subject the Equipment to any abusive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation).

5. **ASSIGNMENT:** YOU agree not to transfer, sell, sublease, assign, pledge or encumber either the EQUIPMENT or any rights under this Lease without OUR prior written consent. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and the rights of the new owner will not be subject to any claims, defenses, or setoffs that YOU may have against US or any supplier ("Supplier") of the Equipment.

6. **RISK OF LOSS AND INSURANCE:** YOU shall bear risk of Equipment loss or damage. If any such loss or damage occurs, YOU still must satisfy all of YOUR Lease obligations. YOU will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list US as the insurance sole loss payee and (iii) give US written proof of the insurance. If YOU do not provide such insurance, WE have the right, without obligation, to obtain insurance against theft and physical damage and add an insurance fee (which may include a profit) to the amount due from YOU. WE have no responsibility for any losses or injuries caused by or relating to the Equipment and YOU will reimburse US and defend US against any such claims, which obligation will survive Lease termination. YOU will obtain and maintain comprehensive public liability insurance naming US an additional insured with coverages and amounts acceptable to US. YOU grant to US an irrevocable power of attorney to make claim for and receive and endorse all checks and other documents received as payment for such insurance policies.

7. **TAXES:** YOU agree to pay when due, either directly or as a reimbursement to US, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. WE may charge YOU a processing fee for administering property tax filings. YOU will indemnify US on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions. This indemnity will continue even after the termination of this Lease.

8. **DEFAULT AND REMEDIES:** YOU are in default of this Lease if a) YOU fail to pay any Lease Payment or other sum when due; b) YOU breach any obligation under this Lease, or any other agreement with US; or c) YOU or any partner or guarantor dies, becomes insolvent, bankrupt, merges or is sold. Upon any default, WE may do one or more of the following: (i) declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable, (ii) sue YOU for and receive all Lease Payments and any other payments then accrued or accelerated under

this Lease or any other agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Term, and all accelerated Lease Payments and the estimated fair market value will be discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by US; or (B) 3% per annum, but only to the extent permitted by law; (iii) charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but only to the extent permitted by law; (iv) charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned, and (v) require that YOU immediately return the Equipment to US or WE may peaceably repossess it. Such return or repossession of the Equipment will not constitute a termination of this Lease. If the Equipment is returned or repossessed, WE may sell or re-rent the Equipment at any terms WE determine, at one or more public or private sales, on YOUR premises or elsewhere, with or without notice to YOU, and apply the net proceeds, after deducting the related costs and expenses, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. YOU agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. YOU are also required to pay (i) all expenses incurred by US in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorney's fees.

9. **END OF LEASE, RETURN, PURCHASE OPTION AND RENEWAL:** Upon at least 120, but not more than 180 days written notice to US prior to the expiration of the Lease term (or any renewal), YOU shall advise US of YOUR intention to either return or purchase the Equipment, whereupon YOU may: a) return the Equipment to any location designated by US, freight and insurance prepaid, in as good condition as when it was delivered to YOU, ordinary wear and tear resulting from proper use only excepted, and if WE reasonably determine that the Equipment is not in the condition required above, WE may repair the Equipment to achieve such condition, and YOU will reimburse US for all OUR reasonable expenses to do so, or b) provided YOU are not in default hereunder, purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Purchase Option checked above. Any FMV purchase option amount will be determined by US based on the Equipment's in place value, and is "AS IS," WITHOUT REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED. If the Equipment is returned to US, YOU shall remove all confidential information from the Equipment prior to return. If YOU fail to timely notify US, or if YOU do not a) purchase or b) return the Equipment, in each case as provided herein, this Lease shall renew at the same Lease Payment for consecutive 120 day periods. If any Software license ("License") included hereunder passes title to YOU, such title shall automatically vest and remain in US. If such vesting requires a written conveyance, YOU hereby convey to US any title YOU have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required because the License limits transfers of the Software, then YOU shall assist US in obtaining consent. WE may charge YOU a lease disposal fee of \$250.00 for the Equipment returned by YOU to US at the end of the Lease term. The return of the Equipment is subject to the terms and conditions of the attached Equipment Return Rider.

10. **MISCELLANEOUS:** YOU agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the Equipment supplier's name. WE hereby notify YOU that YOU may have rights under the supplier's contract and may contact the supplier for a description of these rights. YOU agree that WE are authorized, without notice to YOU, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. YOU consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. YOU agree (i) to waive any and all rights and remedies granted to YOU under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without OUR consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature. WE may inspect the Equipment during the Lease term. WE shall not be liable to YOU for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

LESSOR SIGNATURE	You agree to all the Terms and Conditions contained in this Lease, and any attachments to same (all of which are included by reference) and become part of this Lease. You agree this is a non-cancelable Lease.	
	Signature <i>[Signature]</i>	Date <b>5/9/17</b>
ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable	
	Signature <i>[Signature]</i>	Date

LESSOR	<b>De Lage Landen Financial Services, Inc.</b>	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (866) 365-5438 • FAX: (866) 287-1176	
	Commitment Date <b>100-10142852</b>	Lease Number <b>101917</b>
Accepted By:	<i>[Signature]</i>	
Print Name	Title	

05MHDCC17746

*PAB*



**MIAMI  
INDUSTRIAL  
TRUCKS**

**THIS INVOICE DUE  
NET 10 DAYS**  
MAIL CHECK TO  
Miami Industrial Trucks, Inc.  
P.O. Box 632616  
Cincinnati, OH 45263-2616  
**PAY FROM THIS INVOICE**



End to End Coverage..... Products to Support

Account# 23029	Order # 3142561	Brc 30	Sls 301
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**I N V O I C E**

Date 08-31-17	Invoice # 30103019	Page 1
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Sold To: 000  
DLL FINANCIAL SERVICES  
1111 OLD EAGLE SCHOOL RD.  
ATTN: ACCOUNTS PAYABLE

Ship To:  
GOLDEN FRESH FARMS  
102 PROGRESS DR

WAYNE PA 19087

WAPAKONETA OH 45895  
Ship Via

Entered By rvhees	Customer Purchase Order	Customer Contact PAUL MASTRONARDI	Ord Date 08-31-17
	Equip ID	Customer Job number	Customer Phone # 610-386-3697

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
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1		ID# 1274539T Model-2ET3500 -FL  CATERPILLAR FORKLIFT	Sell Price Serial#-FN545979	31,893.00		
1		ID# 1274539B Model-24-85F-13 HAWKER	Sell Price Serial#-PL106172305	0.00		
1		ID# 1274539K Model-K2400TB35 WATERING KIT	Sell Price Serial#-1274539K	0.00		
1		ID# 1274539I Model-BSVA1000 ILITE	Sell Price Serial#-1274539I	0.00		

Sub Total 31,893.00

MONTGOMERY Sales Tax Number - 0.00

**ACCOUNTS PAST DUE ARE SUBJECT TO A 1% HANDLING CHARGE (ANNUAL 18%)**  
We hereby certify 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 order of the United States Department of Labor issued under Section 14 thereof.

Total Invoice  
Due By: 31,893.00  
09/10/17

[www.mtlift.com](http://www.mtlift.com)

Findlay  
Phone (419) 424-0042  
Fax (419) 424-0174

Troy  
Phone (937) 332-9460  
Fax (937) 335-3721

Dayton Corp. Hdqtrs.  
Phone (937) 293-4194  
Fax (937) 293-1168

Toledo  
Phone (419) 841-1380  
Fax (419) 841-1381

Richmond  
Phone (765) 966-3297  
Fax (765) 966-7027

*PAID*

10/10/17