

Fill in this information to identify the case:**Debtor 1 CORELLE BRANDS GHC LLC AKA WORLD KITCHEN GHC LLC****Debtor 2
(Spouse if filing)****UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS****Case number 23-90728
WWR # 041211729****RECEIVED****JUN 29 2023****LEGAL SERVICES**Filed: USBC - Southern District of Texas
Instant Brands Acquisition Holdings Inc., et al.
23-90716 (DRJ) (CLM)

0000000013

INB**Official Form 410-B****Proof of Claim****04/22**

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

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

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

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

Part 1: Identify the Claim

1. Who is the current Creditor?	TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC. Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with debtor:	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where notices to the creditor should be sent? Toyota Industries Commercial Finance, Inc. c/o Weltman, Weinberg & Reis Co., LPA 965 Keynote Circle Cleveland, OH 44131	Where should payments to the creditor be sent? (if different) Toyota Industries Commercial Finance, Inc. c/o Weltman, Weinberg & Reis Co., LPA 965 Keynote Circle Cleveland, OH 44131
	Uniform claim identifier for electronic payments in chapter 13 (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

Part 2: Give information About the Claim As of the Date the Case Was Filed**6. Do you have any number you use to identify the debtor?**☐ No☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:

XXXXXXXXXXXXX5893

7. How much is the claim?\$7,061.56 **Does this amount include interest or other charges?**☒ No☐ Yes. Attach a statement itemizing, 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.
Remaining Balance on Forklift Lease**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☐ Motor Vehicle☐ Other. Describe:**Basis for perfection:**

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$**Amount of the claim that is secured:** \$**Amount of the claim that is unsecured:** \$ (The sum of the secured and unsecured Amounts should match the amount in line 7.)**Amount necessary to cure any default as of the date of the petition:** \$**Annual Interest Rate (when case was filed)** %☐ Fixed☐ Variable**10. Is this claim based on a lease?**☒ No☐ Yes Amount necessary to cure any default as of the date of the petition. \$**11. Is this claim subject to a right of setoff?**☒ No☐ Yes. Identify the property:

12 Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)

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

☒ No☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7)

☐ Wages, salaries or commissions (up to \$15,150*) earned within 180 days before the Bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4)

☐ Taxes or penalties owed to governmental units. 11 U.S.C § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C § 507(a)(5)

☐ Other. Specify subsection of 11 U.S.C § 507(a)() that applies.

Amount entitled to priority

\$

\$

\$

\$

\$

\$

* Amounts are subject to adjustment on 4/01/23 and every 3 years after that for cases begun after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.☒ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

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

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

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

Executed on date 06/29/2023
MM / DD / YYYY

/S/ SCOTT D. FINK

Signature

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

Name SCOTT D. FINK

Title Agent

Company Weltman, Weinberg & Reis Co., LPA

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

Address 965 KEYNOTE CIRCLE
BROOKLYN HEIGHTS, OH 44131

Contact phone 877-338-9484Email bronationalecf@weltman.com

93126 / 110915

EQUIPMENT SCHEDULE TO
MASTER LEASE AGREEMENTEQUIPMENT SCHEDULE NO. 1SCHEDULE DATE: 05/22/2012

This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"), between PENNWEST INDUSTRIAL TRUCKS, LLC and WORLD KITCHEN, LLC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between PENNWEST INDUSTRIAL TRUCKS, LLC ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement.

Lessee confirms that the Equipment has been received, inspected and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of 6/6/12 (the "Delivery Date").

Billing Address: 5500 North Pearl St. St 400 Rosemont IL 60018 Cook
 Street City State ZIP Code County
 Equipment Location: 100 Eighth Street Charlevoix PA 15022 Washington
 Street City State ZIP Code County

Type of Operating Conditions: _____

- ☐ The Monthly Payment includes the Maintenance Payment.
☒ The Monthly Payment does not include the Maintenance Payment.

PER ITEM OF EQUIPMENT					
Lease Term (in months)	First Payment Due Date	Monthly Payment (includes the Lease Payment but not applicable taxes)	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
48		\$721.52	0	2000	\$0.00

EQUIPMENT DESCRIPTION			
Number of Units	Make	Model	New/Used
2	Toyota	8FDU30	NEW
Serial Numbers	Attachments		
31254, 31257	Cascade Sideshifter-Side Shifter, 42 Inch-Forks, Backup Alarm, 187-FSV-Mast, Strobe / Flashing Lights, Solid Pneumatic Tires, Shockwatch		

1. **TERM AND RENT.** The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to five percent (5%) of the Lease Payment amount (or such lesser amount as is the maximum amount allowable under applicable law). If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Motor Credit Corporation ("TMCC") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TMCC's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity

(the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TMCC nor any employee of TMCC is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TMCC.

2. **HOLDOVER.** If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the prorata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TMCC.

3. **REDELIVERY.** Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TMCC. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.



EQUIPMENT SCHEDULE TO MASTER LEASE AGREEMENT

4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped attachments perform all of their required functions. In addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; and (b) an operational horn, parking brake, and lights. If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges and other related costs necessary to cause such

Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed an Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in-use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

Like Kind Exchange Notice. You are hereby notified that Toyota Motor Credit Corporation has assigned its rights in agreements (but not its obligations) to purchase and sell the Equipment (if leased under a true lease) to TQI Exchange, LLC as qualified intermediary, as part of a Section 1031 like kind exchange program.

Lessor and/or TMCC is hereby authorized to insert such factually correct information as is necessary to complete this Equipment Schedule, including (without limitation) the date of acceptance, First Payment Due Date, and the rental payment amount(s).

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

LESSEE: WORLD KITCHEN, LLC

By: Joseph Buba
 Name: Joseph Buba
 Title: Controller
 Address: 168 Westec Drive
Mount Pleasant, PA 15666

By: Mike L. Pietrowski
 Name: MIKE L. PIETROWSKI
 Title: SVP GLOBAL SUPPLY CHAIN
 Address: 5500 N. PEARL ST. STE 400
ROSEMONT, IL 60018

93126 / 110915

**NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT
FOR EQUIPMENT SCHEDULE**



WORLD KITCHEN, LLC ("Lessee") hereby acknowledges that PENNWEST INDUSTRIAL TRUCKS, LLC ("Lessor") has assigned to Toyota Motor Credit Corporation ("TMCC"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 1 dated as of 05/24/2012 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 05/24/2012 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lessor's rights to be paid all lease payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule) and purchase option are now to be made directly to TMCC at the following address, unless otherwise specified by TMCC:

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 2431
CAROL STREAM, IL 60132

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the lease payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses or counterclaims with regard to the Equipment, the Lease or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TMCC that it maintains a separate Maintenance Service Agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its lease payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TMCC agrees that it will accept and collect on behalf of Lessor the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TMCC.

Accepted and Agreed:

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

By: Joseph Buba
Name: Joseph Buba
Title: Controller

TOYOTA MOTOR CREDIT CORPORATION

By: Edward Wong
Name: EDWARD WONG
Title: CONTRACT ANALYST

Lessee specifically directs TMCC, and TMCC agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TMCC agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TMCC, which the parties acknowledge may be consolidated with TMCC's billing of Lessee for the obligations due and owing by Lessee to TMCC under the Lease. It is expressly understood that the Maintenance Payment is not a lease payment and it is not a payment due under the Lease. Lessee acknowledges that TMCC is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TMCC's only obligation to Lessee in connection with this Maintenance Collection Agreement is to forward the Maintenance Payments received from Lessee to Lessor. Neither TMCC nor any employee of TMCC is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Service Agreement. There are no rights conferred to TMCC in this Agreement to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TMCC is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

Lessor and Lessee hereby hold TMCC harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including without limitation, attorneys' fees and costs) arising out of or based upon: (a) any breach of any agreement, representation or warranty contained herein; (b) any taxes, assessments or penalties imposed on TMCC by virtue of its agreement to remit to Lessor the Maintenance Payments it receives from Lessee; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the Lessor's obligations under the Maintenance Agreement; or (d) Lessor's or Lessee's failure to fully and timely comply with any applicable laws and regulations relating to the Lease or Maintenance Agreement.

In the event of any claim by Lessee that the Lessor has failed to perform its maintenance obligations under the Maintenance Agreement, Lessee shall provide written notice thereof to Lessor and TMCC, but Lessee shall pursue any such remedies solely against Lessor. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TMCC UNDER THE LEASE.

LESSEE: WORLD KITCHEN, LLC

By: Mike L. Pietrowski
Name: MIKE L. PIETROWSKI
Title: SVP GLOBAL SUPPLY CHAIN

93126 / 110915

**RIDER TO EQUIPMENT SCHEDULE
PURCHASE OPTION**



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 1

To and part of Equipment Schedule No. 1 dated 5/24/2012 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated 05/24/2012 (the "Lease"), each between PENNWEST INDUSTRIAL TRUCKS, LLC, its successors and assigns ("Lessor"), and WORLD KITCHEN, LLC, its successors and permitted assigns ("Lessee").

As used herein, "Equipment" shall mean the Equipment described on this Schedule.

PURCHASE OPTION. Provided that no default has then occurred under the Lease, Lessee shall have the option to purchase, upon the expiration of the original Lease Term or any renewal term (if applicable), for a purchase price of \$ 1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment.

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

LESSEE: WORLD KITCHEN, LLC

By: Joseph B. Bubas

Name: Joseph Bubas

Title: Controller

By: Mike L. Pietrowski

Name: MIKE L. PIETROWSKI

Title: SVP GLOBAL SUPPLY CHAIN

93126 / 112438

EQUIPMENT SCHEDULE TO
MASTER LEASE AGREEMENT

AUG 9 2012

EQUIPMENT SCHEDULE NO. 2SCHEDULE DATE: 07/18/2012

This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"), between PENNWEST INDUSTRIAL TRUCKS, LLC and WORLD KITCHEN, LLC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between PENNWEST INDUSTRIAL TRUCKS, LLC ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement.

Lessee confirms that the Equipment has been received, inspected and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of 7/31/12 (the "Delivery Date").

Billing Address: 5500 North Pearl St, St 400 Rosemont IL 60018 Cook
Street City State ZIP Code County

Equipment Location: 100 Eighth Street Charlevoix PA 15022 Washington
Street City State ZIP Code County

Type of Operating Conditions: _____

- ☐ The Monthly Payment includes the Maintenance Payment.
☒ The Monthly Payment does not include the Maintenance Payment.

PER ITEM OF EQUIPMENT					
Lease Term (in months)	First Payment Due Date	Monthly Payment (includes the Lease Payment but not applicable taxes)	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
48		\$1,173.58	0	2000	\$0.00

EQUIPMENT DESCRIPTION			
Number of Units	Make	Model	New/Used
2	Toyota	7FDKU40	NEW
Serial Numbers		Attachments	
71431, 71434		7 Inch Drop Shank-Forks, Backup Alarm, 120-FV-Mast, Hosing, Strobe / Flashing Lights, Solid Pneumatic Tires, 80G Rotator, Shockwatch	

1. **TERM AND RENT.** The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to five percent (5%) of the Lease Payment amount (or such lesser amount as is the maximum amount allowable under applicable law). If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Motor Credit Corporation ("TMCC") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TMCC's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity

(the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TMCC nor any employee of TMCC is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TMCC.

2. **HOLDOVER.** If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the prorata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TMCC.

3. **REDELIVERY.** Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TMCC. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.



EQUIPMENT SCHEDULE TO MASTER LEASE AGREEMENT

4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped attachments perform all of their required functions. In addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; and (b) an operational horn, parking brake, and lights. If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges and other related costs necessary to cause such

Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed an Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in-use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

Like Kind Exchange Notice. You are hereby notified that Toyota Motor Credit Corporation has assigned its rights in agreements (but not its obligations) to purchase and sell the Equipment (if leased under a true lease) to TQI Exchange, LLC as qualified intermediary, as part of a Section 1031 like kind exchange program.

Lessor and/or TMCC is hereby authorized to insert such factually correct information as is necessary to complete this Equipment Schedule, including (without limitation) the date of acceptance, First Payment Due Date, and the rental payment amount(s).

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

LESSEE: WORLD KITCHEN, LLC

By: Joseph Bubas
Name: Joseph Bubas
Title: Controller
Address: 168 Westec Drive
Mount Pleasant, PA 15666

By: Mike Pietrowski
Name: Mike Pietrowski
Title: SVP Global Supply Chain
Address: 5500 N. Patel St Ste 400
Rosemont, IL 60018

93126 / 112438

NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION AGREEMENT FOR EQUIPMENT SCHEDULE



WORLD KITCHEN, LLC ("Lessee") hereby acknowledges that PENNWEST INDUSTRIAL TRUCKS, LLC ("Lessor") has assigned to Toyota Motor Credit Corporation ("TMCC"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 2 dated as of 07/18/2012 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lessor's rights to be paid all lease payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule) and purchase option are now to be made directly to TMCC at the following address, unless otherwise specified by TMCC:

TOYOTA MOTOR CREDIT CORPORATION
PO BOX 2431
CAROL STREAM, IL 60132

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the lease payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses or counterclaims with regard to the Equipment, the Lease or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TMCC that it maintains a separate Maintenance Service Agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its lease payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TMCC agrees that it will accept and collect on behalf of Lessor the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TMCC.

Accepted and Agreed:

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

By: Joseph Bubas
Name: Joseph Bubas
Title: Controller

TOYOTA MOTOR CREDIT CORPORATION

By: [Signature]
Name: Dolores Evangelista
Title: Cr A

Lessee specifically directs TMCC, and TMCC agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TMCC agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TMCC, which the parties acknowledge may be consolidated with TMCC's billing of Lessee for the obligations due and owing by Lessee to TMCC under the Lease. It is expressly understood that the Maintenance Payment is not a lease payment and it is not a payment due under the Lease. Lessee acknowledges that TMCC is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TMCC's only obligation to Lessee in connection with this Maintenance Collection Agreement is to forward the Maintenance Payments received from Lessee to Lessor. Neither TMCC nor any employee of TMCC is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Service Agreement. There are no rights conferred to TMCC in this Agreement to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TMCC is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

Lessor and Lessee hereby hold TMCC harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including without limitation, attorneys' fees and costs) arising out of or based upon: (a) any breach of any agreement, representation or warranty contained herein; (b) any taxes, assessments or penalties imposed on TMCC by virtue of its agreement to remit to Lessor the Maintenance Payments it receives from Lessee; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the Lessor's obligations under the Maintenance Agreement; or (d) Lessor's or Lessee's failure to fully and timely comply with any applicable laws and regulations relating to the Lease or Maintenance Agreement.

In the event of any claim by Lessee that the Lessor has failed to perform its maintenance obligations under the Maintenance Agreement, Lessee shall provide written notice thereof to Lessor and TMCC, but Lessee shall pursue any such remedies solely against Lessor. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TMCC UNDER THE LEASE.

LESSEE: WORLD KITCHEN, LLC

By: Mike Pietrowski
Name: Mike Pietrowski
Title: SVP Global Supply Chain

93126 / 112438

**RIDER TO EQUIPMENT SCHEDULE
PURCHASE OPTION**



RIDER NO. 1 TO EQUIPMENT SCHEDULE NO. 2

To and part of Equipment Schedule No. 2 dated 07/18/2012 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated 03/22/2012 (the "Lease"), each between PENNWEST INDUSTRIAL TRUCKS, LLC, its successors and assigns ("Lessor"), and WORLD KITCHEN, LLC, its successors and permitted assigns ("Lessee").

As used herein, "Equipment" shall mean the Equipment described on this Schedule.

PURCHASE OPTION. Provided that no default has then occurred under the Lease, Lessee shall have the option to purchase, upon the expiration of the original Lease Term or any renewal term (if applicable), for a purchase price of \$ 1.00 per item of Equipment, together with all taxes and charges upon sale. Lessee may elect to exercise the option by giving irrevocable written notice to Lessor not less than thirty (30) days before expiration of the original Lease Term or any renewal term (if applicable). Notwithstanding anything to the contrary set forth in the Schedule, Lessee's obligations to return the Equipment in Safe Operating Condition (Section 4) shall not be enforced if Lessee has elected to exercise its option to purchase the Equipment.

LESSOR: PENNWEST INDUSTRIAL TRUCKS, LLC

LESSEE: WORLD KITCHEN, LLC

By: _____

Name: Joseph Bunas

Title: Controller

By: _____

Name: MIKE PETROWSKI

Title: SVP GLOBAL SUPPLY CHAIN

App# 22049
Setup# 24540EQUIPMENT SCHEDULE TO
MASTER LEASE AGREEMENT

EQUIPMENT SCHEDULE NO. 3

SCHEDULE DATE: 05/22/2017

This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"), between Pennwest Industrial Trucks, LLC and World Kitchen, LLC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Pennwest Industrial Trucks, LLC ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement.

Lessee confirms that the Equipment has been received, inspected and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of 6-16-17 (the "Delivery Date").

Billing Address: 9525 W Bryn Mawr Avenue Suite 300 Rosemont IL 60018
(Street) (City) (State) (ZIP CODE)

Equipment Location: 100 Eight Street Charleroi PA 15022 Washington
(Street) (City) (State) (ZIP CODE) (County)

Type of Operating Conditions: Medium

- ☐ The Monthly Payment includes the Maintenance Payment.
☒ The Monthly Payment does not include the Maintenance Payment.

PER ITEM OF EQUIPMENT

Lease Term (In months)	First Payment Due Date	Monthly Payment (Includes the Lease Payment but not applicable taxes)	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
48		\$15.69	0.00	2000	1.80

EQUIPMENT DESCRIPTION

Number of Units	Make	Model	Now/Used
2	Toyota	8FDU30	New
Serial Numbers		Attachment(s) per Item of Equipment	
52248, 62250			

1. **TERM AND RENT.** The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to five percent (5%) of the Lease Payment amount (or such lesser amount as is the maximum amount allowable under applicable law). If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity

(the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

2. **HOLDOVER.** If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the prorata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.

3. **REDELIVERY.** Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.

App# 22048
Setup# 24540**NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION
AGREEMENT FOR EQUIPMENT SCHEDULE**

World Kitchen, LLC ("Lessee") hereby acknowledges that Pennwest Industrial Trucks, LLC ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 3 dated as of 05/22/2017 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lessor's rights to be paid all lease payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule) and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.
PO BOX 2431
CAROL STREAM, IL 60132

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the lease payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses or counterclaims with regard to the Equipment, the Lease or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate Maintenance Service Agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessor's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its lease payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect on behalf of Lessor the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payment is not a lease payment and it is not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessor in connection with this Maintenance Collection Agreement is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Service Agreement. There are no rights conferred to TICF in this Agreement to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

Lessor and Lessee hereby hold TICF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including without limitation, attorneys' fees and costs) arising out of or based upon: (a) any breach of any agreement, representation or warranty contained herein; (b) any taxes, assessments or penalties imposed on TICF by virtue of its agreement to remit to Lessor the Maintenance Payments it receives from Lessee; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the Lessor's obligations under the Maintenance Agreement; or (d) Lessor's or Lessee's failure to fully and timely comply with any applicable laws and regulations relating to the Lease or Maintenance Agreement.

In the event of any claim by Lessee that the Lessor has failed to perform its maintenance obligations under the Maintenance Agreement, Lessee shall provide written notice thereof to Lessor and TICF, but Lessee shall pursue any such remedies solely against Lessor. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TICF UNDER THE LEASE.

Accepted and Agreed:

LESSOR: Pennwest Industrial Trucks, LLC

By: Joseph SubasName: Joseph SubasTitle: Controller

LESSEE: World Kitchen, LLC

By: Jonathan S. FreemanName: JONATHAN S. FREEMANTitle: SVP, CHIEF PRODUCT SUPPLY OFFICER

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.:

By: Adriana RezaName: Adriana RezaTitle: Contract Analyst

App# 22049
Setup# 24540**NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION
AGREEMENT FOR EQUIPMENT SCHEDULE****TOYOTA**
COMMERCIAL FINANCE

World Kitchen, LLC ("Lessee") hereby acknowledges that Pennwest Industrial Trucks, LLC ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 3 dated as of 05/22/2017 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lessor's rights to be paid all lease payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule) and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.
PO BOX 2431
CAROL STREAM, IL 60132

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the lease payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses or counterclaims with regard to the Equipment, the Lease or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate Maintenance Service Agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its lease payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect on behalf of Lessor the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payment is not a lease payment and it is not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with this Maintenance Collection Agreement is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Service Agreement. There are no rights conferred to TICF in this Agreement to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessor's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

Lessor and Lessee hereby hold TICF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including without limitation, attorneys' fees and costs) arising out of or based upon: (a) any breach of any agreement, representation or warranty contained herein; (b) any taxes, assessments or penalties imposed on TICF by virtue of its agreement to remit to Lessor the Maintenance Payments it receives from Lessee; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the Lessor's obligations under the Maintenance Agreement; or (d) Lessor's or Lessee's failure to fully and timely comply with any applicable laws and regulations relating to the Lease or Maintenance Agreement.

In the event of any claim by Lessor that the Lessor has failed to perform its maintenance obligations under the Maintenance Agreement, Lessee shall provide written notice thereof to Lessor and TICF, but Lessee shall pursue any such remedies solely against Lessor. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TICF UNDER THE LEASE.

Accepted and Agreed:

LESSOR: Pennwest Industrial Trucks, LLC

By: Joseph D. BubasName: Joseph D. BubasTitle: Controller

LESSEE: World Kitchen, LLC

By: Jonathan S. FreemanName: JONATHAN S. FREEMANTitle: SUPPLY CHAIN PRODUCT SUPPLY OFFICER

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.:

By: Adriana RezaName: Adriana RezaTitle: Contract Analyst

App# 22105
Setup# 24548EQUIPMENT SCHEDULE TO
MASTER LEASE AGREEMENT

EQUIPMENT SCHEDULE NO. 4

SCHEDULE DATE: 05/22/2017

This Equipment Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"), between Pennwest Industrial Trucks, LLC and World Kitchen, LLC ("Lessee"), and the items of equipment described below constitute the "Equipment" referred to in Section 1 thereof. This Equipment Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease between Pennwest Industrial Trucks, LLC ("Lessor") and Lessee; and is hereinafter sometimes referred to as the "Lease". Capitalized terms used herein without definition shall have the meaning given them in the Master Lease Agreement.

Lessee confirms that the Equipment has been received, inspected and determined to be in compliance with all applicable specifications and is hereby accepted for all purposes of the Lease as of 7-11-17 (the "Delivery Date").

Billing Address: 9525 W Bryn Mawr Avenue Suite 300 Rosemont IL 60018
(Street) (City) (State) (ZIP CODE)

Equipment Location: 100 Eight Street Charleroi PA 15022 Washington
(Street) (City) (State) (ZIP CODE) (County)

Type of Operating Conditions: Clean

- ☐ The Monthly Payment includes the Maintenance Payment.
☒ The Monthly Payment does not include the Maintenance Payment.

PER ITEM OF EQUIPMENT					
Lease Term (in months)	First Payment Due Date	Monthly Payment (includes the Lease Payment but not applicable taxes)	Security Deposit	Allowed Annual Operating Hours	Overtime Usage Fee (per hour)
48		946.74	0.00	2000	2.70

EQUIPMENT DESCRIPTION			
Number of Units	Make	Model	New/Used
2	Toyota	8FD40U	New
Serial Numbers		Attachment(s) per Item of Equipment	
11788, 11796		1 Cascade 100G-RRB-177	

1. TERM AND RENT. The Lease Term for the Equipment shall commence on the First Payment Due Date specified above and continue, unless sooner terminated as provided in the Lease, for the number of months in the Lease Term specified above. Lessee shall pay rent for use of the Equipment (the "Lease Payment"), and shall pay the aggregate Lease Payments for the Lease Term and any other amounts payable under the Lease. The Lease Payment shall be due and payable hereunder each month on the same day of the month as in the First Payment Due Date. In the event the Delivery Date specified above occurs prior to the First Payment Due Date, rent for such partial first month ("Interim Rent") shall be due in the amount of 1/30th of the Lease Payment per day. Interim Rent shall be payable on the First Payment Due Date. All terms and conditions under the Lease apply to any such partial first month. If any Lease Payment is received more than ten (10) days after its scheduled due date, Lessee shall pay a late charge equal to five percent (5%) of the Lease Payment amount (or such lesser amount as is the maximum amount allowable under applicable law). If any Lease Payment made by Lessee is returned due to non-sufficient funds, Lessee shall pay a returned payment fee.

Lessee acknowledges that Toyota Industries Commercial Finance, Inc. ("TICF") is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the designated servicing entity under any maintenance agreement or arrangement between Lessee and the servicing entity. TICF's only obligation to Lessee in connection with any payments due under any maintenance agreement or arrangement between Lessee and the servicing entity

(the "Maintenance Payments") is to forward the Maintenance Payments received from Lessee to the designated servicing entity. Neither TICF nor any employee of TICF is authorized to waive or alter any term or condition of any maintenance agreement or arrangement. The Maintenance Payment is agreed to by Lessee as part of the maintenance agreement and not determined by TICF.

2. HOLDOVER. If Lessee fails to return the Equipment by the end of the Lease Term, the Lease will convert to a month-to-month lease, terminable on thirty (30) days' written notice by either party to the other, at a monthly rental payment equal to 100% of the prorata monthly installment of the Lease Payment payable during the last billing period of the Lease Term ("Month-to-Month Payment"). The terms and conditions of the Lease shall continue to be applicable, and Lessee shall continue to pay the Month-to-Month Payment until the Equipment is received by TICF.

3. REDELIVERY. Upon the termination or expiration of the Lease Term, Lessee shall deliver on such date, freight prepaid, such Equipment, at the address designated by TICF. Lessee shall provide, at its expense, transit insurance relating to such redelivery in an amount equal to the replacement value of such Equipment, and Lessor, or its designee, shall be named as sole loss payee on all such policies of insurance. Lessee shall cause: (a) the Supplier's representative or other qualified person to de-install such Equipment in accordance with the Supplier's specifications and pack such Equipment properly and in accordance with the Supplier's recommendations; and (b) such Equipment to be transported in a manner consistent with the Supplier's recommendations and practices.

App# 22105
Setup# 24548**EQUIPMENT SCHEDULE TO
MASTER LEASE AGREEMENT**

4. RETURN CONDITIONS. Lessee shall, at its expense, cause the Equipment to be returned in Safe Operating Condition. As used herein, "Safe Operating Condition" shall mean the Equipment, when loaded to its rated capacity, (a) has no missing or broken components or accessories; (b) starts under its own power and idles; (c) does not leak oil, water, fuel, or any other fluids; (d) moves through its normal speed ranges in both forward and reverse; (e) steers normally right and left in both forward and reverse; (f) is able to stop by means of service brakes in a safe distance in both forward and reverse; (g) lifts, lowers, and tilts normally and without hydraulic oil leaks; and (h) any equipped attachments perform all of their required functions. In addition to being in Safe Operating Condition, the Equipment will have: (a) serviceable tires with remaining tread and without chunking or flat spots; and (b) an operational horn, parking brake, and lights. If the Equipment is not returned in Safe Operating Condition, Lessee will be billed for any repairs necessary to place the Equipment in Safe Operating Condition, regardless of whether such repairs are performed, and Lessee will pay such bill within thirty (30) days of receipt thereof.

5. MAINTENANCE RECORDS. If requested, Lessee shall also deliver all Equipment-related records and other data including, but not limited to, all records of maintenance and any maintenance and repair manuals. Upon delivery, such Equipment shall be in compliance with all applicable federal, state and local laws, and health and safety guidelines. Lessee shall be responsible for the cost of all repairs, alterations, inspections, appraisals, storage charges and other related costs necessary to cause such Equipment to be in full compliance with the terms of the Lease.

6. USE AND MAINTENANCE PROVISIONS. In addition to the provisions of Section 5 of the Lease, Lessee agrees that the Equipment shall be used only for Lessee's estimate of the annual number of hours of operation of the Equipment ("Allowed Annual Operating Hours") and the type of operating conditions under which the Equipment will be used ("Type of Operating Conditions") stated above. If the Equipment is operated annually for more hours than the Allowed Annual Operating Hours, based on the data reflected in the Equipment's hour meter or other similar mechanical device, Lessee will be billed an Overtime Usage Fee stated above for each hour in excess of the Allowed Annual Operating Hours. Lessee will pay such bill within thirty (30) days of receipt thereof. In the case of a broken, disabled, or removed hour meter or similar mechanical device, the hours of use will be extrapolated based on recorded usage during a prior three (3) month period, or, if such period is less than three (3) months, then during such lesser period. Lessee agrees that the Equipment will not be used for personal, family, or household purposes, or for farming or agricultural operations. Lessee will keep the Equipment in a covered area when not in use. Lessee shall only allow operation of the Equipment by competent, fully-trained-in-use employees or contractors of Lessee. Lessee agrees to only operate the Equipment within its rated capacity, and to ensure that the Equipment is operated with all manufacturer's safety equipment, such as the driver's overhead guard and/or load backrest extension, as installed or attached to the Equipment as delivered.

Like Kind Exchange Notice. For any equipment referenced herein that is to be leased under a true lease by Toyota Industries Commercial Finance, Inc. as Lessor (TICF), with exception of equipment acquired from a Toyota Industries North America, Inc. owned subsidiary, TICF has assigned its rights, but not its obligations, in the purchase and sale agreement for such equipment to TIQI Exchange, LLC, in its capacity as a qualified intermediary, as part of like-kind exchange program.

Lessor and/or TICF is hereby authorized to insert such factually correct information as is necessary to complete this Equipment Schedule, including (without limitation) the date of acceptance, First Payment Due Date, and the rental payment amount(s).

LESSOR: Penn West Industrial Trucks, LLC

LESSEE: World Kitchen, LLC

By:

By:

Name: Mark GaiserName: JONATHAN S. FREEMANTitle: PresidentTitle: SUPPLY CHAIN PRODUCT SUPPORT OFFICERAddress: 188 Westec DrAddress: 6600 Pearl St 9525 W. BRYN MAWR, STE 300Mount Pleasant, PA 15686-2758Rosemont, IL 60018-6968

App# 22105
Setup# 24548**NOTICE OF ASSIGNMENT AND MAINTENANCE COLLECTION
AGREEMENT FOR EQUIPMENT SCHEDULE**

World Kitchen, LLC ("Lessee") hereby acknowledges that Pennwest Industrial Trucks, LLC ("Lessor") has assigned to Toyota Industries Commercial Finance, Inc. ("TICF"), all of its rights (but none of its obligations) under that certain Equipment Schedule No. 4 dated as of 05/22/2017 (the "Schedule"), executed pursuant to that certain Master Lease Agreement dated as of 05/22/2012 (the "Master Lease Agreement"). The Schedule, incorporating by reference the terms and conditions of the Master Lease Agreement, constitutes a separate instrument of lease and is hereinafter collectively referred to as the "Lease". The assignment acknowledged herein includes but is not limited to all of Lessor's rights to be paid all lease payments and other sums due and to become due under the Lease and, if applicable, the guarantee(s) (solely to the extent related to the Schedule) and purchase option. Accordingly, all payments due under the Lease, guarantee(s) (solely to the extent related to the Schedule) and purchase option are now to be made directly to TICF at the following address, unless otherwise specified by TICF:

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.
PO BOX 2431
CAROL STREAM, IL 60132

The assignment in no way affects the Lessor's obligations, if any, under the Lease (or any related maintenance agreement), as the Lessor remains obligated to perform those obligations.

This Notice further confirms that all the Equipment described in the Schedule has been delivered and accepted by Lessee at the location(s) specified, and that the Lessee's obligation to pay the lease payments and other sums under the Lease is absolute and unconditional. The Lessee further confirms that it has no offsets, defenses or counterclaims with regard to the Equipment, the Lease or the obligations to make payments thereunder.

Maintenance Collection. To the extent that: (a) Lessee has indicated to TICF that it maintains a separate Maintenance Service Agreement with the Lessor setting forth certain maintenance obligations to be performed by Lessor or such other servicing entity designated by Lessor on Lessee's behalf (the "Maintenance Agreement"); and (b) Lessee has requested that it be allowed to make its lease payments along with the payments due under the Maintenance Agreement ("Maintenance Payments") in one combined monthly payment (the "Monthly Payment"), TICF agrees that it will accept and collect on behalf of Lessor the Monthly Payment under the terms and conditions set forth herein. Lessee hereby agrees that it will pay its Monthly Payment to TICF.

Lessee specifically directs TICF, and TICF agrees, to remit the Maintenance Payment portion of the Monthly Payment to Lessor or such other servicing entity designated by Lessor in writing. TICF agrees to issue periodic billing statements to Lessee directing payment of the Maintenance Payments to TICF, which the parties acknowledge may be consolidated with TICF's billing of Lessee for the obligations due and owing by Lessee to TICF under the Lease. It is expressly understood that the Maintenance Payment is not a lease payment and it is not a payment due under the Lease. Lessee acknowledges that TICF is not providing any maintenance services to Lessee and is furthermore not responsible for any obligations of the Lessor under the Maintenance Agreement. TICF's only obligation to Lessee in connection with this Maintenance Collection Agreement is to forward the Maintenance Payments received from Lessee to Lessor. Neither TICF nor any employee of TICF is an agent of the Lessor and they are not authorized to waive or alter any term or condition of the Maintenance Service Agreement. There are no rights conferred to TICF in this Agreement to enforce the terms of the Maintenance Agreement. The parties agree (i) that Lessor shall maintain all right, title and interest in and to all payments of the Lessee arising from the Maintenance Agreement; and (ii) that TICF is authorized to apply, in its sole discretion, the Lessee's payment to any sums due and owing by Lessee under the Lease and/or the Maintenance Agreement.

Lessor and Lessee hereby hold TICF harmless against any claim, suit, action, proceeding, judgment, loss, liability or expense (including without limitation, attorneys' fees and costs) arising out of or based upon: (a) any breach of any agreement, representation or warranty contained herein; (b) any taxes, assessments or penalties imposed on TICF by virtue of its agreement to remit to Lessor the Maintenance Payments it receives from Lessee; (c) any loss, damage or injury to property, persons, services or equipment resulting from or in connection with the Lessor's obligations under the Maintenance Agreement; or (d) Lessor's or Lessee's failure to fully and timely comply with any applicable laws and regulations relating to the Lease or Maintenance Agreement.

In the event of any claim by Lessee that the Lessor has failed to perform its maintenance obligations under the Maintenance Agreement, Lessee shall provide written notice thereof to Lessor and TICF, but Lessee shall pursue any such remedies solely against Lessor. LESSEE RECOGNIZES AND ACKNOWLEDGES THAT ANY FAILURE ON THE PART OF LESSOR TO HONOR ITS OBLIGATIONS UNDER THE MAINTENANCE AGREEMENT SHALL NOT BE A DEFENSE TO ITS OBLIGATION TO MAKE THE PAYMENTS DUE AND OWING TICF UNDER THE LEASE.

Accepted and Agreed:

LESSOR: Pennwest Industrial Trucks, LLC

By: Mark GuierName: Mark GuierTitle: President

LESSEE: World Kitchen, LLC

By: Jonathan S. FreemanName: Jonathan S. FreemanTitle: SVP + Chief Product Supply Officer

TOYOTA INDUSTRIES COMMERCIAL FINANCE, INC.:

By: Elizabeth ButtsName: Elizabeth ButtsTitle: Contract Analyst