

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

2018 AUG -9 AM 11:12
 1. JEAN HECKSTROTH
 CLERK OF COURTS
 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? Nutrien Ag Solutions
(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 Crop Production Services Inc

(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.)
Nutrien Ag Solutions
Attn: Wynona Becker - PO Box 10
Wall Lake, IA 51466

3. Where should payments to this claimant/creditor be sent? (List address.)
Nutrien Ag Solutions
Attn: Wynona Becker - PO Box 10
Wall Lake, IA 51466

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

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 NO
 to identify the Golden Fresh entity? YES-- Last 4 digits of account number you use: 2148

1 | COURT'S
 IDENTIFICATION/EVIDENCE
 DKT. #
 DATE: | CLAIM 11
 initial each page WB

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7. How much did the entities owe you on September 29, 2017? \$ 0

8. What is the total value of everything you provided to the entities after September 29, 2017?
\$ 292.05

9. How much were you paid by the entities after September 29, 2017? \$ 0

10. What is the difference between the amounts in Line 8 and Line 9? \$ 292.05

11. How much is the claim? \$ 292.05 (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.

12. What is the basis of the claim? Examples: goods sold, money loaned, services performed, lease, etc.
Goods Sold
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. _____

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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 2:23 pm
Friday, this 3rd day of August, 2018.

(X) Wynona Becker (Signature is mandatory)

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

Full Name: Wynona Becker Title: Asst Credit Manager

Company: Nutrien Ag Solutions

Address: PO Box 10 - 1215 S Center St
Wall Lake, IA 51466

Contact Phone: (712) 664-2444

Email Wynona.becker@nutrien.com



1215 S Center St
PO Box 10
Wall Lake, IA 51466

Address Service Requested

GOLDEN FRESH FARMS
1902 PROGRESS DR
WAPAKONETA OH 45895-9205

STATEMENT	
Statement Date:	July 31, 2018
Account #:	1702148
Non-Prepay Balance:	\$292.05
Less Future Due:	\$0.00
Total AMT Due Upon Receipt:	\$292.05

Please Mail Remittance To:

Please Mail
Remittance
To:

NUTRIEN AG SOLUTIONS, INC.
OHIO WHOLESALE CHEMICAL
PO BOX 507
ATTICA, OH 44807



To Avoid Interest Charges, Please View Invoices for Payment Terms.
Credit Limits may be impacted by account activity and past due balances

Account #: 1702148 GOLDEN FRESH FARMS

Your Credit Limit is: \$0.00
Your Available Credit is: \$0.00

NON-PREPAY ACCOUNT SUMMARY				
	Past Due	Current Due	Future Due	Total Balance
Regular Terms see pg 3 for detail	\$286.74	\$5.31	\$0.00	\$292.05
Total	\$286.74	\$5.31	\$0.00	\$292.05

Non-Prepay Balance:	\$292.05
Pay Total Amount Upon Receipt:	\$292.05

PAYMENTS RECEIVED
Payments posted through July 31, 2018

**Thank you
for your
business**

Online Account Simplicity!

*To help make your life easier register
at my.nutrienagsolutions.com/register*

**If you have
questions
about your
statement,
please contact
your local branch**

TERMS AND CONDITIONS

1. Any claim for shortage or damage or condition of product (excluding chemical analysis) sold or equipment leased hereunder must be made in writing at once upon arrival of such product or equipment. Failure by customer to so notify Nutrien Ag Solutions, Inc. ("Nutrien") will be deemed a waiver of such claims by customer. Where delivery is customer's responsibility, risk of loss or damage to any product sold, equipment leased, or containers used to transport either shall pass to customer when product or equipment are made available for pick up at Nutrien's shipping point. Where delivery is Nutrien's responsibility, risk of loss or damage to any product sold, equipment leased, or containers used to transport either shall pass to customer when Nutrien or its designated carrier or agent enters customer's property.
2. Nutrien hereby represents that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of the goods covered hereby.
3. Customer represents and warrants that it is familiar with the characteristics, qualities and uses of the product and/or equipment sold or leased hereunder and that customer is not relying on Nutrien's skill or judgement to select or furnish product or equipment for any particular purpose. No person or agent has any authority on behalf of Nutrien to make any warranties or representations different from, or in addition to, those stated herein. Nutrien is a distributor of goods manufactured by third parties; therefore, the products sold or equipment leased to customer are subject only to the manufacturer's warranties, if any. NUTRIEN MAKES NO REPRESENTATIONS OR WARRANTIES RESPECTING ANY PRODUCT, EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EXCEPT THAT SERVICES WILL BE CONSISTENT WITH NUTRIEN'S STANDARD PRACTICES AND THOSE WHICH ARE GENERALLY FOLLOWED BY SIMILAR PROVIDERS IN THE SAME INDUSTRY. NUTRIEN EXPRESSLY DISCLAIMS ALL WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, RESPECTING THE PRODUCT, EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. Customer warrants that it has been provided adequate product and equipment information and instructions, and will follow the proper direction in the use of any product and equipment.
4. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS OR ELSEWHERE IN THIS INVOICE/STATEMENT, NUTRIEN'S LIABILITY FOR DIRECT DAMAGES (A) FOR PRODUCT SOLD OR EQUIPMENT PROVIDED SHALL IN NO EVENT EXCEED THE PURCHASE OR LEASE PRICE OF THE PARTICULAR DELIVERY OF PRODUCT OR EQUIPMENT WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED, OR (B) FOR SERVICES PROVIDED SHALL NOT EXCEED THE CONTRACT PRICE FOR THE PARTICULAR SERVICES PERFORMED. NUTRIEN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, ENHANCED OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOST PROFITS, DIMINUTION IN VALUE OR LOSS OF YIELD, FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Nutrien does not warrant and shall not be liable for any results obtained in using any product or equipment sold or leased hereunder either alone or in combination with other substances, products or equipment, and shall not in any case be liable to customer or any other person or entity for damages to person or property or otherwise, incurred as a result of the use, treatment, storage, handling (including without limitation demurrage or like charges), disposal, application or performance of any product or equipment sold or leased hereunder.
5. Customer agrees to investigate, indemnify, defend and hold harmless Nutrien and its affiliates and each of their respective shareholders, directors, officers, employees and agents from and against all liability, loss, damages, injury, claims, judgments, demands, penalties, fines, suits or proceedings, whether judicial, administrative or otherwise, and attorney's fees and other costs and expenses of whatever kind and nature, arising out of or in any manner related to the use, transportation, storage, handling, disposal, operation or performance of the product or equipment provided by or on behalf of Nutrien hereunder.
6. The terms of credit for customer making purchases are as follows: (i) payment in full is due and payable as presented on Page 1 of this document; (ii) for customers with payment dates of the 10th day of month, statement amounts not paid by the 25th day of the month following the statement, shall also be liable for a one time default penalty fee equal to four percent (4%) of the unpaid amount for purchases in Mississippi, North Carolina or five percent (5%) in South Carolina, Georgia, Alabama, Arkansas, Virginia, Maryland, Delaware, New York, Pennsylvania, Connecticut, Maine, Vermont, Rhode Island, New Hampshire, West Virginia, Louisiana, Oklahoma, New Mexico & Texas; (iii) all customers with credit terms, for amounts due and not paid by the 25th day of the month following the statement date, shall also be liable for a finance charge on the unpaid balance at the highest rate allowable by statutory law. In the event of any conflict between the terms of the invoice, statement and the Customer Profile (Credit Application), the terms of the invoice shall control.
7. Any invoice not paid in full by the 25th day of the month will be assessed a finance charge of 2% per month (24.0% APR) except as listed below. The finance charge will be computed as of Nutrien's accounting month end closing and each succeeding month end until the balance is paid in full.

STATE	MONTHLY RATE	APR	
Alabama, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Louisiana, Massachusetts, Minnesota, Montana, Nevada, North Carolina, North Dakota, Oklahoma, Oregon, South Carolina, Utah, Washington, Wisconsin, Wyoming, Texas	1.50%	18.0%	
Arkansas	1.42%	17.0%	
Indiana, Mississippi	1.75%	21.0%	
Maine	First \$25,000 Above \$25,000	1.80% 1.00%	21.0% 12.0%
Nebraska	1.33%	16.0%	
New Mexico	First \$500 Above \$500	1.50% 1.00%	18.0% 12.0%
West Virginia	First \$1,500 Above \$1,500	1.50% 1.00%	18.0% 12.0%

8. Nutrien, without written notification to the customer, will comply with future statutes adopted by the states pertaining to permissible default penalty charges and finance charge rates.
9. Your acceptance of delivery of any product, equipment or services after January 1, 2009 constitutes acceptance of these terms by you. These terms, together with the terms presented on Page 1 of this document and any Customer Profile (Credit Application) (collectively, the "Agreement"), represent and incorporate the entire understanding between the parties with respect to the subject matter hereof and supersede all previous oral or written agreements between Nutrien and customer regarding the products, equipment and services. Any terms contained in any purchase order, order acknowledgement, invoice, or similar document, which are inconsistent with or in addition to the terms contained in the Agreement shall be deemed rejected and shall form no part of the Agreement, and in the event of a conflict between the terms of the Agreement and any such document, the terms of the Agreement shall govern and prevail. The terms of the Agreement may not be amended or waived except in a writing signed by the parties hereto.
10. Customer will use, handle, store, transport and dispose of products and equipment in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's guidelines and labels, applicable law, and Material Safety Data Sheets for such products and equipment. Customer will adequately instruct and train employees with respect to the same and will inform employees and customers of hazards with respect to products and equipment sold or leased hereunder.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, notwithstanding that state's rules relating to conflicts of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
12. Nutrien shall not be liable to customer, nor be deemed to have breached this agreement, for any failure or delay in fulfilling its obligations hereunder, to the extent such failure or delay is due to causes or contingencies beyond its reasonable control, including, but not limited to, acts of God, the elements, actions of government, strikes, fires, floods, wars, civil commotions, industrial disturbances, shortages of adequate power or transportation facilities, strikes, labor disturbances and embargoes.



STATEMENT	
Regular Terms Activity	
Statement Date:	July 31, 2018

Customer Name: GOLDEN FRESH FARMS
Customer Number: 1702148

Regular Terms				
Monthly Activity				
	Date	Transaction Number	Due Date	Amount Due
Total Regular Terms Beginning Balance				\$286.74
Finance Charge	7/31/18	FC0718	8/31/18	\$5.31
Total Regular Terms Ending Balance				\$292.05

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NUTRIEN AG SOLUTIONS
 OHIO WHOLESALE CHEMICAL (3627)
 PO BOX 507
 ATTICA, OH 44807
 419-426-1027



INVOICE

Invoice #: 35017811
Invoice Date: 02/05/18
Due Date: Cash On Delivery
Delivery Date: 02/02/18
Order #: 11023249
PO#:
Sales Rep: Clark, Roger

GOLDEN FRESH FARMS (1702148)
 1902 PROGRESS DR
 WAPAKONETA, OH 45895

Ship Via: County:

Product #	Product Description	Quantity	Gross Unit Price	Sales Tax	Gross Ext'd Price
1000015372	SULFUR MICROFINE 30LB	450.0000 LB	0.5900		265.50
6325-13--34704					

Safety Data Sheets are available upon request for applicable products. Contact your local branch for details. For a medical emergency involving this product, call 1-866-944-8565. For help with any spill, leak, fire or exposure, call Chemtrec at 1-800-424-9300.

Special Orders are NON - Returnable

Additional Information

Payment Terms: 15TH DAY OF NEXT MONTH

Invoice Sub Total: 265.50
Sales Tax: 0.00
Invoice Total: 265.50
Less Prepay Used: 0.00
Less Prepay Discount: 0.00
Gross Invoice Total: 265.50
Amount Due: 265.50

Remit To:
 NUTRIEN AG SOLUTIONS
 PO BOX 507
 ATTICA, OH 44807



A/R Ledger

GOLDEN FRESH FARMS (1702148)

9/2007 to 8/2018

8/3/2018

1:01:42PM

<u>Date</u>	<u>Fiscal Period</u>	<u>Transaction Type</u>	<u>Description</u>	<u>Item ID</u>	<u>Amount</u>	<u>Balance</u>
		Beginning Balance:			0.00	0.00
06/05/17	6/2017	Invoice	33260132	IN33260132	17.70	17.70
06/16/17	6/2017	Invoice	33461622	IN33461622	106.20	123.90
07/31/17	7/2017	Payment	Check #000299	APY1313472572	-123.90	0.00
02/05/18	2/2018	Invoice	35017811	IN35017811	265.50	265.50
03/31/18	3/2018	Adjustment	FINANCE CHARGE (FIN)	FC0318	5.31	270.81
04/30/18	4/2018	Adjustment	FINANCE CHARGE (FIN)	FC0418	5.31	276.12
05/31/18	5/2018	Adjustment	FINANCE CHARGE (FIN)	FC0518	5.31	281.43
06/30/18	6/2018	Adjustment	FINANCE CHARGE (FIN)	FC0618	5.31	286.74
07/31/18	7/2018	Adjustment	FINANCE CHARGE (FIN)	FC0718	5.31	292.05