

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,
-vs-
Luis Chibante, *et al.*,
Defendants.

Case No. 2017-CV-144

PROOF OF CLAIM

With Supporting Documents Attached

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? Miami Industrial Trucks, Inc.
(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 _____

(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.)
2830 E. River Road
Dayton, OH 45439

3. Where should payments to this claimant/creditor be sent? (List address.)
2830 E River Road
Dayton, OH 45439

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 to identify the Golden Fresh entity? NO YES-- Last 4 digits of account number you use: 1159

1
COURT'S CLAIM 15
IDENTIFICATION/EVIDENCE
DKT. # _____
DATE: _____
Initial each page KE

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7. How much did the entities owe you on September 29, 2017? \$ ϕ
8. What is the total value of everything you provided to the entities after September 29, 2017?
\$ 6541.34
9. How much were you paid by the entities after September 29, 2017? \$ _____
10. What is the difference between the amounts in Line 8 and Line 9? \$ _____
11. How much is the claim? \$ 6541.34 (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.

Services, Leased Equipment

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.) _____

Forklift Charger

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: \$ 1990.00

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 Miami Industrial Trucks, Inc., this 15 day of August, 2018.

(X) Kelly Crickmore _____ (Signature is mandatory)

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

Full Name: Kelly Crickmore Title: Credit + Collections

Company: Miami Industrial Trucks, Inc

Address: 2830 E. River Rd
Dayton, OH 45439

Contact Phone: (937) 293-4194 Email KCrickmore@mitlift.com



2830 East River Road
Dayton, Ohio 45439
Phone: 937-293-4194
Fax: 937-293-1168

accountsreceivable@mitlift.com

301154
Findlay
Auglaize
resource one 301-main
\$5000.00

BILLING:

Name: Golden Fresh Farms
Address: 102 Progress Drive
City/State/Zip: Wapakoneta, Ohio
Phone: (519) 796-2969
Email: 101us@goldenacrefarms.ca

SHIP TO:

Name: Golden Fresh Farms
Address: 102 Progress Drive
City/State/Zip: Wapakoneta, Ohio
Fax: (519) 733-0286
Hours of Operation: 7-5

45895

Tax Exempt: Yes* No

Federal Tax ID # 81-2680401

*Return Exemption Certificate with this form.

Payables:

Person to Contact: <u>Tony Ingnatta</u>	Title: <u>Office Manager</u>	Phone: <u>(519) 796-6899</u>
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Bank Reference:

Bank Name: <u>BMO Harris Bank</u>	Branch: <u>Chicago</u>	Address: <u>111 West Monroe, 9 Center</u>
Bank Contact:	Title:	Phone:
Bank Account No: <u>2653186</u>		

Trade References: (Minimum of 3 are requested)

Vendor Name	Address	Phone Number
<u>Plant Products</u>	<u>Box 37 Leamington, Ont</u>	<u>(519) 326-9037</u>
<u>Sun Raylour Supply</u>	<u>220 City Rd. 3 Leam, Ont</u>	<u>(519) 326-5723</u>

Main Banking Reference: (One Required)

Name: _____ Account Number: _____

Address: _____

THIS IS NOT A PERSONAL GUARANTEE. I hereby represent that I am authorized to submit this application on behalf of the customer name above, and that the information provided is for the purpose of obtaining credit and is warranted to be true. I/we authorize Miami Industrial Trucks, Inc. to investigate the references listed pertaining to me/our credit and financial responsibility. It is agreed and understood that all necessary collection and legal expenses and interest at 18% per year may be charged to debtor in the event of default or failure to pay for goods or services sold and delivered and that creditor's jurisdiction shall prevail in the event that such collection action shall become necessary. I/we further represent that the customer applying for credit has the financial ability and willingness to pay all invoices with established terms, (net ten days), as set forth by creditor and that creditor's terms will supersede all terms set forth in documentation by debtor during business transactions.

By: <u>Paul [Signature]</u>	Date: <u>Sept 1 2016</u>
By: _____	Date: _____
Exempt Organization Sales Tax Certificate Vendor Number: _____	

**Miami Industrial Trucks, Inc.
Dollar Option Lease Agreement**

reSource



"You" and "Your" refer to the Lessee signing this Lease and its heirs, personal representatives, successors and assigns. "We", "Us", and "Our" refer to the Lessor signing this Lease and any assignee of Lessor if this Lease is assigned. Equipment refers to the equipment described below, including all present and future attachments, accessories, replacement parts, repairs, and additions thereof.

DESCRIBE EQUIPMENT FULLY: ONE (1) NEW HAWKER CHARGER, MODEL #PTOM3-48C-120Y **SERIAL # :** OL308503

LOCATION OF EQUIPMENT: 1902 PROGRESS DRIVE, WAPAKONETA, OH 45895

DELIVERY AND ACCEPTANCE OF EQUIPMENT

(Check Appropriate Box)

- On 8/1/2017, the Equipment being leased under this Lease was delivered to You with all installation and other work necessary for the proper use of the Equipment completed at a location agreed upon by You; the Equipment was inspected by You and found to be in satisfactory condition in all respects and delivery was unconditionally accepted by You.
- The Equipment has not yet been delivered to or accepted by You and, upon delivery, You agree to execute such delivery and acceptance certificate as We may require.

PAYMENT SCHEDULE:

- (a) **LEASE TERM** 40 Months
- (b) **MONTHLY RENTALS:** Your first monthly payment of \$0.00 is due on signing followed by 40 payments of \$ 54.78 (NO TAX)

PAYMENTS:

- (a) **First Month's Rental Payment** \$ 0.00
- (b) **Refundable Security Deposit** \$ 0.00
- (c) **Sales Tax** due on signing \$ 0.00
 Amount Financed \$ _____
- (d) **Documentation Fee** due on signing \$ 0.00
 Amount Financed \$ _____
- (e) **Down Payment** due on signing \$ 0.00
- (f) **TOTAL DUE ON LEASE SIGNING** \$ 0.00

LEASE RATE: 9.90%

Simple interest per annum based on the assumption that all payments will be made on their due dates.

PURCHASE OPTION: You have the option to purchase the Equipment "AS IS" at the end of the Lease term in cash for One Dollar (\$1.00) plus an amount equal to all unpaid amounts due under the Lease, plus applicable taxes and assessments.

You and We agree that the Terms and Provisions of Lease on Pages 2 and 3 are part of this Lease and that this written agreement represents the final agreement between You and Us, and may not be contradicted by evidence of any oral agreements.

<p>LESSEE: GOLDEN FRESH FARMS 1902 PROGRESS DRIVE WAPAKONETA, OH 45895</p> <p>By: <u>[Signature]</u> Title: <u>[Signature]</u> Date: <u>9/29/17</u> Social Security # _____ Federal Tax ID # <u>81-2680401</u></p>	<p>LESSOR: MIAMI INDUSTRIAL TRUCKS, INC. 2830 EAST RIVER ROAD DAYTON, OH 45439</p> <p>By: <u>[Signature]</u> Title: <u>President/COO</u> Date: <u>10/9-17</u> Social Security # _____ Federal Tax ID # <u>31-0590495</u></p>
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GUARANTY

In consideration of the Lessor leasing to Lessee the Equipment described above and for other good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned guarantors, as of the date of the within Lease (the "Lease"), jointly and severally, guarantees the prompt and unconditional payment, performance and discharge of all of Lessee's obligations under the Lease and agrees, that in the event of default by the Lessee of any of its obligations under the Lease to pay upon demand the full amount remaining unpaid under the Lease together with all costs, attorney's fees and expenses incurred by Lessor in enforcing this Guaranty. The liability of the guarantors shall not be affected by any change in the manner, place, terms or time of payment of any monies due under the Lease, of the release, settlement or compromise of or with any party liable for the payment thereof or the release of any security thereunder.

The Lessor shall not be bound to exhaust its recourse against the Lessee or any other person or any security which it may at any time have before being entitled to payment from the undersigned. Each of the undersigned guarantors hereby waives notice of the acceptance of this Guaranty, and of presentment, demand and protest, notices of non-payment and dishonor and any other demands and notices required by law, and waives all set-offs and counterclaims and any right of subrogation or right to trial by jury.

Guarantor: _____ Witness: _____
 By: _____ Title _____ Witness: _____
 Guarantor: _____ Witness: _____
 By: _____ Title _____ Witness: _____

TERMS AND PROVISIONS OF LEASE - Continued:

16. **MISCELLANEOUS:** You and We hereby waive any right to a trial by jury in any action or proceeding relating to this Lease or the transaction contemplated herein. You expressly waive any notice of nonpayment, presentment, protest, dishonor, default, intent to accelerate the maturity of the Lease and of acceleration of the Lease. This Lease may only be amended or modified by a writing signed by You and Us. All of Our rights hereunder are cumulative and not alternative. We may correct patent errors herein and fill in blanks. To the extent allowed by law, You hereby waive any exemptions or appraisals.

The acceptance by Us of any remittance from a party other than You shall in no way constitute Our consent to the transfer of any of the Equipment to such party. Any provisions contained herein which is contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed inapplicable and omitted herefrom, but shall not invalidate the remaining provisions hereof. Notwithstanding any other provision to the contrary in this Lease, if at any time implementation of any provision hereof shall raise the interest rate herein above the lawful maximum, if any, in effect from time to time in the applicable jurisdiction for loans to borrowers of the type, in the amount, for the purposes, and otherwise of the kind herein contemplated, then such interest rate shall be limited to such lawful maximum and any excess interest inadvertently collected shall be deemed a partial prepayment of principal and so applied.

Page 3 of 3 of Lease Agreement dated _____ between GOLDEN FRESH FARMS (Lessee) and MIAMI INDUSTRIAL TRUCKS, INC. (Lessor) which includes, without limitation, an item of Equipment with this serial number: OL308503

Lessor Initials

MCJ

Lessee Initials

PM