

# KMK

## Keating Muething & Klekamp

ATTORNEYS AT LAW

AUGLAIZE COUNTY  
COMMON PLEAS COURT  
FILED

2018 SEP 28 AM 11:30

I. JEAN MECKSTROTH  
CLERK OF COURTS

MICHAEL L. SCHEIER  
DIRECT DIAL: (513) 579-6952  
FACSIMILE: (513) 579-6457  
E-MAIL: MSCHEIER@KMKLAW.COM

September 27, 2018

**VIA UPS**

Clerk of Courts  
Auglaize County Common Pleas Court  
201 S. Willipie St., Room 043  
P.O. Box 409  
Wapakoneta, OH 45895

Re: Paul Mastronardi v Luis Chibante, et al  
Case No. 2017-CV-144

Dear Ms. Meckstroth:

Enclosed for filing please find the original and one copy of the following:

1. Supplement to Proof of Claim for Claimant Golden Acre Farms, Inc.
2. Supplement to Proof of Claim for Keating Muething & Klekamp PLL.

This supplemental information is being filed in accordance with the Court's September 19, 2018 Journal Entries. A self-addressed, stamped envelope is provided for your convenience in returning a file-stamped copy of the enclosed pleadings.

Thank you for your assistance. Please feel free to contact me with any questions or concerns.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

By:   
Michael L. Scheier

MLS:ret

Enclosure

8693505.1



# Exhibit A

*msm*

**KMK** | Keating Muething & Klekamp PLL  
ATTORNEYS AT LAW

**JAMES J. MCGRAW, JR.**  
DIRECT DIAL: (513) 639-3968  
FACSIMILE: (513) 579-6457  
E-MAIL: JMCGRAW@KMKLAW.COM

July 13, 2017

**VIA EMAIL**

Golden Fresh Farms Enterprises LP  
1902 Progress Drive  
Wapakoneta, Ohio 45895  
Attention: Mr. Luis Chibante

Re: Engagement Letter

Dear Luis:

Following up on our recent conversations, this letter, once accepted, will confirm Keating Muething & Klekamp PLL's ("KMK") engagement to represent Golden Fresh Farms Enterprises LP (the "Company") in connection with general business matters, litigation matters and serving as the Company's corporate counsel, as may be requested from time to time. Initially KMK will investigate and provide its advice and counsel on a confidential investment involving Paul Mastronardi, several other parties and the State of Ohio.

If, in the future, you would like us to represent the Company in any other matter, that representation will be the subject of additional discussion and an amendment to this letter or an additional letter similar to this one.

I will be responsible for managing this engagement. I will be assisted primarily by Jonathan Hiltz. We will bill you monthly for all of our services based on our then current hourly rates. These hourly billing rates currently range from \$250 - \$650 per hour and may be adjusted by us from time to time. My current hourly rate is \$500. Jonathan Hiltz's hourly rate is currently \$335. I'm happy to discuss our attorneys, our rates and our bills with you whenever you wish.

We will also work with you to estimate our various fees relative to both timing and amount whenever helpful, as you request. We will also bill you monthly for our costs. Costs include, but are not limited to, filing fees, telephone charges, delivery and messenger services, reproduction charges, automated legal research and travel expenses.

ONE EAST FOURTH STREET | SUITE 1400 | CINCINNATI, OHIO 45202-3752  
513.579.6400 TEL | WWW.KMKLAW.COM | FAX 513.579.6457



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We will invoice the Company on a monthly basis for all of our time and costs. Payment is due upon receipt of our invoice. We reserve the right to impose a service charge of 1% for late payments. Statements outstanding for more than 30 days are considered delinquent.

We normally charge a \$30,000.00 retainer for new clients. We are reducing this fee to \$20,000.00 as a courtesy to you at this time but reserve the right to change it in the future if we determine appropriate.

The Company has the right at any time to terminate our services. We reserve the same right to terminate this engagement, subject only to professional ethical constraints and, where appropriate, court approval. The Company will be responsible for fees for services rendered and costs incurred through time of termination.

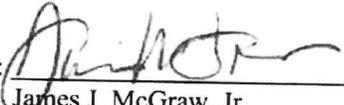
The Company is aware that KMK is a large law firm, and that we represent many other companies and individuals. It is possible that some of our present or future clients may currently and/or may in the future have disputes with the Company or one of its affiliates at a time when we are representing the Company. We reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for the Company in this engagement, even if the interests of such clients in those matters are directly adverse to the Company or its affiliates, including litigation in which the Company is a party. The Company agrees not to use our representation in this matter as a basis to disqualify KMK from representation in any such matters.

If you have any questions about our representation of the Company or the fee arrangement outlined herein, please call me. If not, please sign where indicated below and return the signed original to me. Thanks again for the opportunity to work with you on your various initiatives to support the growth of your Company. We are honored to be part of your team.

Best regards,

KEATING MUETHING & KLEKAMP PLL

By:

  
James J. McGraw, Jr.  
Partner

CONTINUE ON NEXT PAGE

*MSM*

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Agreed to this 28 day of August, 2017

Golden Fresh Farms Enterprises LP by Golden  
Fresh Farms Holdings, Inc., its General Partner

By:   
Luis Chibante,  
President of Golden Fresh Farms Holdings, Inc.

JJM:cm

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