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.

AUGLAIZE COUNTY
COMMON PLEAS COURT
FILED
2018 OCT 26 PM 3:46
I. JEAN MECKSTROTH
CLERK OF COURTS

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*

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?** Paul Mastronardi
   (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? X NO ____ YES If yes, from whom? _____ (Attach documents of assignment)

2. **Where should notices to this claimant/creditor be sent?** (List address.)
   Marion H. Little, Jr.
   Zeiger, Tigges & Little LLP
   41 S. High Street, Columbus, OH 43215

3. **Where should payments to this claimant/creditor be sent?** (List address.)
   Marion H. Little, Jr.
   Zeiger, Tigges & Little LLP
   41 S. High Street, Columbus, OH 43215

4. **Does this claim amend one already filed?** X NO ____ YES If yes, date filed: ___/___/_____

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

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

Initial each page MR

COURT'S
EXHIBIT NO. CLAIM 67
IDENTIFICATION/EVIDENCE
DKT. #
DATE:

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.

7. **How much did the entities owe you on September 29, 2017?** $ Nothing on this claim

8. **What is the total value of everything you provided to the entities after September 29, 2017?** $ N/A

9. **How much were you paid by the entities after September 29, 2017?** $ N/A

10. **What is the difference between the amounts in Line 8 and Line 9?** $ N/A

11. **How much is the claim?** $ 53,017.98* (Should equal Line 7 plus Line 10. If not, please explain.)
    Does this amount include interest or other charges? X 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.

    Claimant is seeking indemnification for a guarantor obligation owed to Steelcase for furniture.
    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?** X 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 orother.)

    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?** X NO ____ YES. Identify the property._____

* Claimant is seeking indemnification for a guarantor obligation.

Initial each page M

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

15. Is any of this claim for attorney fees? X 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; X 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 Columbus, Ohio, this 26th day of October, 2018.

(X)_____ *(Signature is mandatory)*

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

Full Name: Marion H. Little, Jr. Title: Partner

Company: Zeiger, Tigges & Little LLP

Address: 41 S. High Street, Suite 3500
Columbus, OH 43215

Contact Phone: (614) 365-9900 Email little@litohio.com

Initial each page MM

Steelcase Financial Services Inc.
a Steelcase Company

PERSONAL LEASE GUARANTY

Guarantor Paul Mastronardi
Master Lease Agreement 35694 dated February 24, 2017

1. FOR VALUE RECEIVED, and in consideration of, and in order to induce Steelcase Financial Services Inc., a Michigan corporation ("Lessor"), to enter into the Master Lease Agreement dated February 24, 2017 and one or more Equipment Schedules pursuant thereto (collectively referred to herein as the "Lease") with Golden Fresh Farms Enterprises, L.P. ("Lessee"), a OHIO corporation, with its principal place of business at 1902 Progress Dr., Wapakoneta, OH 45895, providing for the lease of certain equipment described in the Lease (herein called the "Equipment"), the undersigned, **Paul Mastronardi** ("Guarantor"), hereby unconditionally guarantees to Lessor the full and prompt performance by Lessee of all obligations which Lessee presently or hereafter may have to Lessor under the Lease and the payment when due of all rent and all other sums presently or hereafter owing by Lessee to Lessor under the Lease, including without limitation, any indemnity obligations (collectively, the "Obligations"). If there is more than one Guarantor named above, then the obligations of each shall be joint and several and they collectively shall be referred to herein as the "Guarantor."

2. Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Guaranty shall be valid and unconditionally binding upon Guarantor regardless of (a) the reorganization, merger, or consolidation of Lessee into or with another entity, corporate or otherwise, or the dissolution of Lessee, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Lessee to any other person or party, or (b) the voluntary or involuntary bankruptcy (including a reorganization in bankruptcy) of Lessee, or (c) any modification or amendment of the Lease or the granting by Lessor of any delay in performance to Lessee, or (d) the assertion by Lessor against Lessee of any of Lessor's rights and remedies provided for under the Lease or existing in its favor in law, equity or bankruptcy, or (e) the release of Lessee from any of Lessee's obligations under the Lease by Lessor or by operation of law or otherwise, or (f) any invalidity, irregularity, defect or unenforceability of any provision of the Lease.

3. Guarantor hereby waives notice of and consents to the leasing of all Equipment now or hereafter leased under the Lease and to any subleasing or other use of any Equipment permitted by Lessor (regardless of whom any such sublessee or user may be), to all of the provisions of the Lease, and to any amendment thereof, and to any actions taken thereunder, and to the execution by Lessee of the foregoing documents and of any other agreements, documents and instruments executed by Lessee in connection therewith.

4. Guarantor further waives notice of Lessor's acceptance of this Guaranty, of any default and non-payment and/or non-performance by Lessee under the Lease, or presentment, protest and demand, and of all other matters to which Guarantor might otherwise be entitled. Guarantor further agrees that this Guaranty shall remain and continue in full force and effect notwithstanding any renewal, modification or extension of the Lease or the Lease term of the Equipment, and Guarantor hereby expressly waives all notice of and consent to any such renewal, modification or extension and to the execution by Lessee of any documents pertaining to any such renewal, modification or extension.

5. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor agrees that Guarantor's liability under this Guaranty shall be absolute, primary and direct and that the Lessor shall not be required to pursue any right or remedy it may have against Lessee or any other guarantor of the Obligations or the Equipment under the Lease or otherwise and shall not be required to first commence any action or obtain any judgment against Lessee or any other guarantor of the Obligations before enforcing this Guaranty against Guarantor.

6. Guarantor warrants to Lessor that Guarantor has adequate means to obtain financial information from Lessee and that Guarantor is not relying on Lessor to provide such information now or in the future.

7. Guarantor hereby expressly waives: (a) surrender, release, exchange, substitution, dealing with or taking any additional collateral; (b) abstaining from, taking advantage of or realizing upon any security interest or other guaranty; and (c) any impairment of collateral, including, but not limited to, failure to perfect a security interest in collateral.

8. Guarantor hereby agrees that the failure of Lessor to insist in any one or more instances upon the strict performance or observance of any of the terms, provisions or covenants of the Lease, or to exercise any of its rights thereunder, shall not

be construed or deemed to be a waiver or relinquishment for the future of any such terms, provisions, covenants or rights, but such terms, provisions, covenants and rights shall continue and remain in full force and effect. Receipt by Lessor of any rent or other sums payable under the Lease with knowledge that Lessee has breached any of the terms, provisions, or covenants of the Lease shall not be deemed to be a waiver by Lessor of such breach.

9. No assignment or other transfer by Lessor or Lessee of any interest, right or obligation under the Lease, or assumption by any third party of the obligations of Lessee under the Lease, shall extinguish or diminish the unconditional, absolute, primary and direct liability of Guarantor under this Guaranty, and Guarantor hereby consents to and waives all notice of any such assignment, transfer or assumption.

10. In the event of any action to enforce this Guaranty, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

11. This Guaranty is assignable by Lessor without notice to Guarantor, but may not be assigned by Guarantor. Any assignee of Lessor shall have all the rights of Lessor hereunder and may enforce this Guaranty against Guarantor with the same force and effect as if this Guaranty were given to such assignee in the first instance. This Guaranty shall be construed liberally in Lessor's favor, shall inure to the benefit of Lessor and its successors and assigns, and shall be binding upon Guarantor and his successors and assigns.

12. Guarantor shall have no right to subrogation, and waives any right to enforce any remedy which Lessor now has or may hereafter have against Lessee, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lessor.

13. This Guaranty shall be governed by the internal laws of the State of Michigan applicable to contracts made and entered into in Michigan. GUARANTOR WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS GUARANTY AND GUARANTOR SUBMITS TO THE JURISDICTION OF ANY FEDERAL DISTRICT OR STATE COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF MICHIGAN AND WAIVES ANY RIGHT TO ASSERT THAT ANY ACTION INSTITUTED BY LESSOR IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.

14. For so long as any of the Obligations remain outstanding, Guarantor represents, warrants and covenants that at no time is he or she a Blocked Person, nor shall he or she become a Blocked Person or own or hold, directly or indirectly, any ownership interest in any Blocked Person. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectorial sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Creditor, to be a person with whom Creditor is not permitted to extend credit to or with regard to whom, a guarantor relationship may result in penalties against Creditor or limitations on a creditor's ability to enforce a transaction.

IN WITNESS WHEREOF, Guarantor (or, if applicable, each Guarantor) has executed this Guaranty this 5 day of May, 2017.

Guarantor Signature

Paul Mastronardi
Print or Type Name

1544 Albany Townline
Print or Type Home Address

Leamington Ont N8H 4G7
Print or Type Home City, State, Zip

519-326-4234
Home Phone Number

Form: SD1012PG2rev3
Rev: 08/19/16

CERTIFIED TRUE COPY

Terri Thompson

From: James Thieman <jthieman@fgks-law.com>
Sent: Wednesday, October 24, 2018 5:09 PM
To: Marion H. Little
Cc: Thomas Potts
Subject: GFF - Steelcase

Marion,

Steelcase and GFF entered into a lease purchase, as opposed to a true lease, for the office furniture.

When we sold the assets to MPL, we sold all the furniture also. We also agreed to sell all assets free and clear of all liens. Steelcase filed a UCC on the furniture. That lien was ordered removed by court order, and, by statute, the lien transferred to the sale proceeds.

Steelcase was, I am almost certain, notified of the claims process. (I would need to check the clerk's website.) It has not filed a claim.

If Steelcase was notified, but did not file a claim, then I think its claim is barred for failure to timely file a claim, whether or not it is secured.

You will see that I have copied Tom, who knows the history, and may have comments.

Thanks,

Jim

From: Marion H. Little <little@litohio.com>
Sent: Wednesday, October 24, 2018 4:52 PM
To: James Thieman <jthieman@fgks-law.com>
Subject:

Jim, can you tell me the status of the steelcase furniture? Did the purchaser acquire that? I don't see how since it is leased property. But the property has not been released.

Marion H. Little, Jr., Esq.
Zeiger, Tigges & Little LLP
41 S. High Street, Suite 3500
Columbus, OH 43215
Phone: (614) 365-4113
Fax: (614) 365-7900
Email: little@litohio.com

MHL

FACSIMILE FILING COVER PAGE

RECIPIENT INFORMATION:

NAME OF COURT: Court of Common Pleas, Auglaize County, Ohio, Civil Division

FAX NUMBER: (419) 739-6768

SENDING PARTY INFORMATION:

NAME: Marion H. Little, Jr.

SUPREME COURT REGISTRATION NO.: (0079829)

OFFICE/FIRM: Zeiger, Tigges & Little LLP

ADDRESS: 41 S. High Street, Suite 3500, Columbus, OH 43215

TELEPHONE NUMBER: (614) 365-9900

FAX NUMBER: (614) 365-7900

E-MAIL ADDRESS: little@litohio.com

CASE INFORMATION:

TITLE OF CASE: Paul Mastronardi v. Luis Chibante, *et al.*

CASE NUMBER: 2017-CV-144
TITLE OF THE DOCUMENT: ADDITIONAL PROOF OF CLAIM OF PAUL MASTRONARDI

JUDGE: Frederick D. People

FILING INFORMATION:

DATE OF FAX TRANSMISSION: October 26, 2018

NUMBER OF PAGES (including this page): 7

AUGLAIZE COUNTY
COMMON PLEAS COURT
FILED

2018 OCT 26 PM 3:38

I. JEAN MECKSTROTH
CLERK OF COURTS

COURT OF COMMON PLEAS
AUGLAIZE COUNTY, OHIO

PAUL MASTRONARDI,	:	
Plaintiff,	:	Case No. 2017 CV 0144
vs.	:	Judge Pepple
LUIS CHIBANTE, et al.,	:	
Defendants.	:	

MOTION OF PLAINTIFF PAUL MASTRONARDI FOR LEAVE TO FILE ADDITIONAL PROOF OF CLAIM

Plaintiff Paul Mastronardi moves the Court for leave to file an additional proof of claim.

The basis for this motion is set forth in the attached memorandum in support.

Respectfully submitted,

Kraig E. Noble (0010383)
Noble, Montague & Moul, LLC
146 E. Spring Street
St. Marys, Ohio 45885
(P) 419-394-7441
(F) 419-394-7694
knoble@nmmlawyers.com

Marion H. Little, Jr. (0042679)
Matthew S. Zeiger (0075117)
ZEIGER, TIGGES & LITTLE LLP
3500 Huntington Center
41 South High Street
Columbus, Ohio 43215
(614) 365-9900
(614) 365-7900
little@litohio.com
zeigerm@litohio.com

Attorneys for Plaintiff, Paul Mastronardi

MEMORANDUM IN SUPPORT

After the time for the submission of proof of claims, Paul Mastronardi received a demand for payment of $53,017.08 by Steelcase Financial Services, Inc. ("Steelcase"). Steelcase provided furniture pursuant to a lease to purchase for the Golden Fresh Entities. The investigation since the claim was made reveals that Paul Mastronardi executed a personal guaranty to Steelcase but the subject furniture was transferred as part of the judicial sale. A copy of the Receiver's email confirming the same is attached.

As such, Paul Mastronardi exercises his indemnification rights against the receivership entities.

Respectfully submitted,

Kraig E. Noble (0010383)
Noble, Montague & Moul, LLC
146 E. Spring Street
St. Marys, Ohio 45885
(P) 419-394-7441
(F) 419-394-7694
knoble@nmmlawyers.com

Marion H. Little, Jr. (0042679)
Matthew S. Zeiger (0075117)
ZEIGER, TIGGES & LITTLE LLP
3500 Huntington Center
41 South High Street
Columbus, Ohio 43215
(614) 365-9900
(614) 365-7900
little@litohio.com
zeigerm@litohio.com

Attorneys for Plaintiff, Paul Mastronardi

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served this 26th day of October, 2018, via email, upon the following:

Michael L. Scheier, Esq.
Jacob Rhode, Esq.
KEATING MUETHING & KLEKAMP PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202

Attorneys for Defendants
Luis Chibante, Golden Fresh Farms Holdings, Inc., and Golden Fresh Farms Enterprises, L.P.

James L. Thieman, Esq.
Receiver
Faulkner, Garmhausen, Keister & Shenk
Courtview Center – Suite 300
100 South Main Avenue
Sidney, Ohio 45365

Ronald E. Gold, Esq.
Jennifer J. Morales, Esq.
A.J. Webb, Esq.
FROST BROWN TODD LLC
3300 Great American Tower
301 E. Fourth Street
Cincinnati, OH 45202

Attorneys for Bank of Montreal

Robert M. Zimmerman, Esq.
Andrew B. Cassady, Esq.
DINSMORE & SHOHL LLP
1900 First Financial Center 255 East Fifth Street
Cincinnati, Ohio 45202

Attorneys for Defendant
Mastronardi Produce Limited

Michael A. Burton, Esq.
103 S. Blackhoof Street
PO Box 1957
Wapakoneta, OH 45895

Attorneys for 1797540 Ontario Inc.

Thomas J. Potts, Esq.
FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association
Courtview Center - Suite 300
100 South Main Avenue
Sidney, OH 45365

Attorneys for James L. Thieman, Receiver

Marion H. Little, Jr. (0042679)

1149-001:782923

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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
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*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?** Paul Mastronardi
(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? X NO ___ YES If yes, from whom? _____ (Attach documents of assignment)

2. **Where should notices to this claimant/creditor be sent?** (List address.)
Marion H. Little, Jr.
Zeiger, Tigges & Little LLP
41 S. High Street, Columbus, OH 43215

3. **Where should payments to this claimant/creditor be sent?** (List address.)
Marion H. Little, Jr.
Zeiger, Tigges & Little LLP
41 S. High Street, Columbus, OH 43215

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

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

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

Initial each page MH

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7. **How much did the entities owe you on September 29, 2017?** $ Nothing on this claim

8. **What is the total value of everything you provided to the entities after September 29, 2017?** $ N/A

9. **How much were you paid by the entities after September 29, 2017?** $ N/A

10. **What is the difference between the amounts in Line 8 and Line 9?** $ N/A

11. **How much is the claim?** $ 53,017.98* (Should equal Line 7 plus Line 10. If not, please explain.)
    Does this amount include interest or other charges? X 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.

    Claimant is seeking indemnification for a guarantor obligation owed to Steelcase for furniture.
    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?** X 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 orother.)

    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?** X NO ____ YES. Identify the property._____

* Claimant is seeking indemnification for a guarantor obligation.

Initial each page M

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

15. Is any of this claim for attorney fees? X 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; X 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 Columbus, Ohio, this 26th day of October, 2018.

(X)_____ *(Signature is mandatory)*

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

Full Name: Marion H. Little, Jr. Title: Partner

Company: Zeiger, Tigges & Little LLP

Address: 41 S. High Street, Suite 3500
Columbus, OH 43215

Contact Phone: (614) 365-9900 Email little@litohio.com

Initial each page MM

Steelcase Financial Services Inc.
a Steelcase Company

PERSONAL LEASE GUARANTY

Guarantor Paul Mastronardi
Master Lease Agreement 35694 dated February 24, 2017

1. FOR VALUE RECEIVED, and in consideration of, and in order to induce Steelcase Financial Services Inc., a Michigan corporation ("Lessor"), to enter into the Master Lease Agreement dated February 24, 2017 and one or more Equipment Schedules pursuant thereto (collectively referred to herein as the "Lease") with Golden Fresh Farms Enterprises, L.P. ("Lessee"), a OHIO corporation, with its principal place of business at 1902 Progress Dr., Wapakoneta, OH 45895, providing for the lease of certain equipment described in the Lease (herein called the "Equipment"), the undersigned, **Paul Mastronardi** ("Guarantor"), hereby unconditionally guarantees to Lessor the full and prompt performance by Lessee of all obligations which Lessee presently or hereafter may have to Lessor under the Lease and the payment when due of all rent and all other sums presently or hereafter owing by Lessee to Lessor under the Lease, including without limitation, any indemnity obligations (collectively, the "Obligations"). If there is more than one Guarantor named above, then the obligations of each shall be joint and several and they collectively shall be referred to herein as the "Guarantor."

2. Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Guaranty shall be valid and unconditionally binding upon Guarantor regardless of (a) the reorganization, merger, or consolidation of Lessee into or with another entity, corporate or otherwise, or the dissolution of Lessee, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Lessee to any other person or party, or (b) the voluntary or involuntary bankruptcy (including a reorganization in bankruptcy) of Lessee, or (c) any modification or amendment of the Lease or the granting by Lessor of any delay in performance to Lessee, or (d) the assertion by Lessor against Lessee of any of Lessor's rights and remedies provided for under the Lease or existing in its favor in law, equity or bankruptcy, or (e) the release of Lessee from any of Lessee's obligations under the Lease by Lessor or by operation of law or otherwise, or (f) any invalidity, irregularity, defect or unenforceability of any provision of the Lease.

3. Guarantor hereby waives notice of and consents to the leasing of all Equipment now or hereafter leased under the Lease and to any subleasing or other use of any Equipment permitted by Lessor (regardless of whom any such sublessee or user may be), to all of the provisions of the Lease, and to any amendment thereof, and to any actions taken thereunder, and to the execution by Lessee of the foregoing documents and of any other agreements, documents and instruments executed by Lessee in connection therewith.

4. Guarantor further waives notice of Lessor's acceptance of this Guaranty, of any default and non-payment and/or non-performance by Lessee under the Lease, or presentment, protest and demand, and of all other matters to which Guarantor might otherwise be entitled. Guarantor further agrees that this Guaranty shall remain and continue in full force and effect notwithstanding any renewal, modification or extension of the Lease or the Lease term of the Equipment, and Guarantor hereby expressly waives all notice of and consent to any such renewal, modification or extension and to the execution by Lessee of any documents pertaining to any such renewal, modification or extension.

5. This Guaranty is a guaranty of payment and performance and not of collection. Guarantor agrees that Guarantor's liability under this Guaranty shall be absolute, primary and direct and that the Lessor shall not be required to pursue any right or remedy it may have against Lessee or any other guarantor of the Obligations or the Equipment under the Lease or otherwise and shall not be required to first commence any action or obtain any judgment against Lessee or any other guarantor of the Obligations before enforcing this Guaranty against Guarantor.

6. Guarantor warrants to Lessor that Guarantor has adequate means to obtain financial information from Lessee and that Guarantor is not relying on Lessor to provide such information now or in the future.

7. Guarantor hereby expressly waives: (a) surrender, release, exchange, substitution, dealing with or taking any additional collateral; (b) abstaining from, taking advantage of or realizing upon any security interest or other guaranty; and (c) any impairment of collateral, including, but not limited to, failure to perfect a security interest in collateral.

8. Guarantor hereby agrees that the failure of Lessor to insist in any one or more instances upon the strict performance or observance of any of the terms, provisions or covenants of the Lease, or to exercise any of its rights thereunder, shall not

be construed or deemed to be a waiver or relinquishment for the future of any such terms, provisions, covenants or rights, but such terms, provisions, covenants and rights shall continue and remain in full force and effect. Receipt by Lessor of any rent or other sums payable under the Lease with knowledge that Lessee has breached any of the terms, provisions, or covenants of the Lease shall not be deemed to be a waiver by Lessor of such breach.

9. No assignment or other transfer by Lessor or Lessee of any interest, right or obligation under the Lease, or assumption by any third party of the obligations of Lessee under the Lease, shall extinguish or diminish the unconditional, absolute, primary and direct liability of Guarantor under this Guaranty, and Guarantor hereby consents to and waives all notice of any such assignment, transfer or assumption.

10. In the event of any action to enforce this Guaranty, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

11. This Guaranty is assignable by Lessor without notice to Guarantor, but may not be assigned by Guarantor. Any assignee of Lessor shall have all the rights of Lessor hereunder and may enforce this Guaranty against Guarantor with the same force and effect as if this Guaranty were given to such assignee in the first instance. This Guaranty shall be construed liberally in Lessor's favor, shall inure to the benefit of Lessor and its successors and assigns, and shall be binding upon Guarantor and his successors and assigns.

12. Guarantor shall have no right to subrogation, and waives any right to enforce any remedy which Lessor now has or may hereafter have against Lessee, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lessor.

13. This Guaranty shall be governed by the internal laws of the State of Michigan applicable to contracts made and entered into in Michigan. GUARANTOR WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS GUARANTY AND GUARANTOR SUBMITS TO THE JURISDICTION OF ANY FEDERAL DISTRICT OR STATE COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF MICHIGAN AND WAIVES ANY RIGHT TO ASSERT THAT ANY ACTION INSTITUTED BY LESSOR IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.

14. For so long as any of the Obligations remain outstanding, Guarantor represents, warrants and covenants that at no time is he or she a Blocked Person, nor shall he or she become a Blocked Person or own or hold, directly or indirectly, any ownership interest in any Blocked Person. "Blocked Person" means any person or entity that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectorial sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Creditor, to be a person with whom Creditor is not permitted to extend credit to or with regard to whom, a guarantor relationship may result in penalties against Creditor or limitations on a creditor's ability to enforce a transaction.

IN WITNESS WHEREOF, Guarantor (or, if applicable, each Guarantor) has executed this Guaranty this 5 day of May, 20 17.

Guarantor Signature

Paul Mastronardi

Print or Type Name

1544 Albany Townline

Print or Type Home Address

Leamington Ont N8H 4G7

Print or Type Home City, State, Zip

519-326-4234

Home Phone Number

Form: SD1012PG2rev3
Rev: 08/19/16

CERTIFIED TRUE COPY

Terri Thompson

From: James Thieman <jthieman@fgks-law.com>
Sent: Wednesday, October 24, 2018 5:09 PM
To: Marion H. Little
Cc: Thomas Potts
Subject: GFF - Steelcase

Marion,

Steelcase and GFF entered into a lease purchase, as opposed to a true lease, for the office furniture.

When we sold the assets to MPL, we sold all the furniture also. We also agreed to sell all assets free and clear of all liens. Steelcase filed a UCC on the furniture. That lien was ordered removed by court order, and, by statute, the lien transferred to the sale proceeds.

Steelcase was, I am almost certain, notified of the claims process. (I would need to check the clerk's website.) It has not filed a claim.

If Steelcase was notified, but did not file a claim, then I think its claim is barred for failure to timely file a claim, whether or not it is secured.

You will see that I have copied Tom, who knows the history, and may have comments.

Thanks,

Jim

From: Marion H. Little <little@litohio.com>
Sent: Wednesday, October 24, 2018 4:52 PM
To: James Thieman <jthieman@fgks-law.com>
Subject:

Jim, can you tell me the status of the steelcase furniture? Did the purchaser acquire that? I don't see how since it is leased property. But the property has not been released.

Marion H. Little, Jr., Esq.
Zeiger, Tigges & Little LLP
41 S. High Street, Suite 3500
Columbus, OH 43215
Phone: (614) 365-4113
Fax: (614) 365-7900
Email: little@litohio.com

MHL

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RECIPIENT INFORMATION:

NAME OF COURT: Court of Common Pleas, Auglaize County, Ohio, Civil Division

FAX NUMBER: (419) 739-6768

SENDING PARTY INFORMATION:

NAME: Marion H. Little, Jr.

SUPREME COURT REGISTRATION NO.: (0079829)

OFFICE/FIRM: Zeiger, Tigges & Little LLP

ADDRESS: 41 S. High Street, Suite 3500, Columbus, OH 43215

TELEPHONE NUMBER: (614) 365-9900

FAX NUMBER: (614) 365-7900

E-MAIL ADDRESS: little@litohio.com

CASE INFORMATION:

TITLE OF CASE: Paul Mastronardi v. Luis Chibante, *et al.*

CASE NUMBER: 2017-CV-144
TITLE OF THE DOCUMENT: MOTION OF PLAINTIFF PAUL MASTRONARDI FOR LEAVE TO FILE ADDITIONAL PROOF OF CLAIM

JUDGE: Frederick D. People

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