

2018 NOV -2 PM 1:10

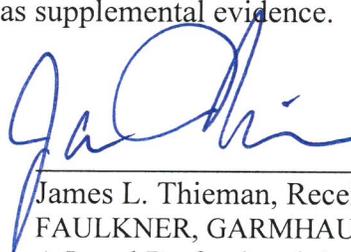
I. JEAN NECKSTROTH  
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF AUGLAIZE COUNTY, OHIO

PAUL MASTRONARDI	)	CASE NO. 2017 CV 0144
	)	
Plaintiff,	)	JUDGE PEPPLÉ
	)	
vs.	)	
	)	RECEIVER'S PROVISION OF
LUIS CHIBANTE, et al.	)	SUPPLEMENT EVIDENCE
	)	REGARDING PROOF OF CLAIM
Defendants.	)	NUMBER 15

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As ordered by the Court at the hearing upon Proofs of Claims and Objections held October 29 – 30, 2018, the Receiver has obtained additional documentation and information pertaining to Proof of Claim Number 15. The Receiver hereby submits such additional documentation and information to the Court, attached hereto, as supplemental evidence.



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James L. Thieman, Receiver  
FAULKNER, GARMHAUSEN, KEISTER & SHENK  
A Legal Professional Association  
Courtview Center - Suite 300  
100 South Main Avenue  
Sidney, OH 45365  
(937) 492-1271 (telephone)  
(937) 498-1306 (facsimile)  
[jthieman@fgks-law.com](mailto:jthieman@fgks-law.com)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was sent via regular mail (and hand-delivered to Thomas J. Potts and Michael A. Staudt) this 2<sup>nd</sup> day of

November 2018 to the following:

Michael L. Scheier  
Jonathan M. Hiltz  
Jacob Rhode  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, OH 45202

Marion H. Little, Jr.  
Matthew S. Zeiger  
Zeiger, Tigges & Little LLP  
3500 Huntington Center  
41 South High Street  
Columbus, OH 43215

Ronald E. Gold  
A.J. Webb  
Jennifer J. Morales  
Frost Brown Todd LLC  
3300 Great American Tower  
301 E. Fourth Street  
Cincinnati, OH 45202

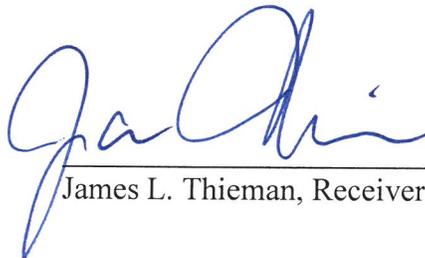
Robert M. Zimmerman  
Dinsmore & Shohl LLP  
1900 First Financial Center  
255 East Fifth Street  
Cincinnati, OH 45202

Michael Burton  
Jauert & Burton LLP  
103 S. Blackhoof Street  
PO Box 1957  
Wapakoneta, OH 45895

Kraig E. Noble  
Noble, Montague & Moul, LLC  
146 E. Spring St.  
St. Marys, OH 45885

Thomas J. Potts  
Michael A. Staudt  
Faulkner, Garmhausen, Keister & Shenk  
100 South Main Avenue, Suite 300  
Sidney, OH 45365

Miami Industrial Trucks, Inc.  
2830 E. River Road  
Dayton, OH 45439



James L. Thieman, Receiver



THIS INVOICE DUE  
**NET 10 DAYS**  
 MAIL CHECK TO:  
 Miami Industrial Trucks, Inc.  
 P.O. Box 632616  
 Cincinnati, OH 45263-2616  
 PAY FROM THIS INVOICE



End to End Coverage..... Products to Support

STATEMENT

GOLDEN FRESH FARMS  
 1902 PROGRESS DRIVE  
 ATTN: ACCOUNTS PAYABLE

Account#	Date	Pg
301159	10-30-18	1

WAPAKONETA OH 45895

Inv Date	Br	Invoice Desc	Po/Check#	Charges	Credits	Balance
12-18-17	20	20042670 Invoice		1,762.29		1,762.29
12-26-17	20	20042794 Invoice		249.90		249.90
01-09-18	20	20042953 Invoice		526.87		526.87
01-18-18	20	20043068 Invoice		559.30		559.30
01-31-18	20	20043270 Invoice		595.00		595.00
01-31-18	20	20043271 Invoice		297.50		297.50
01-31-18	20	20043303 Invoice		952.00		952.00
11-30-17	21	21078315 Invoice		34.32		34.32
11-30-17	21	21078321 Invoice		34.32		34.32
11-30-17	21	21078324 Invoice		19.31		19.31
11-30-17	21	21078325 Invoice		19.31		19.31
11-30-17	21	21078326 Invoice		19.31		19.31
11-30-17	21	21078327 Invoice		19.31		19.31
11-30-17	21	21078328 Invoice		19.31		19.31
11-30-17	21	21078329 Invoice		19.31		19.31
11-30-17	21	21078330 Invoice		19.31		19.31
11-30-17	21	21078331 Invoice		19.31		19.31
11-30-17	21	21078332 Invoice		19.31		19.31
11-30-17	21	21078333 Invoice		19.31		19.31
11-30-17	21	21078334 Invoice		19.31		19.31
11-30-17	21	21078335 Invoice		19.31		19.31
05-09-18	21	21083498 Invoice		34.32		34.32
05-09-18	21	21083499 Invoice		34.32		34.32
05-09-18	21	21083500 Invoice		19.31		19.31
05-09-18	21	21083501 Invoice		19.31		19.31
05-09-18	21	21083506 Invoice		19.31		19.31
05-09-18	21	21083507 Invoice		19.31		19.31
05-09-18	21	21083508 Invoice		19.31		19.31
05-09-18	21	21083510 Invoice		19.31		19.31
05-09-18	21	21083511 Invoice		19.31		19.31
05-09-18	21	21083512 Invoice		19.31		19.31
05-09-18	21	21083513 Invoice		19.31		19.31
05-09-18	21	21083514 Invoice		19.31		19.31
05-09-18	21	21083515 Invoice		19.31		19.31

ACCOUNTS PAST DUE ARE SUBJECT TO A 1½% HANDLING CHARGE (ANNUAL 18%)

We hereby certify these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Section 14 thereof.

[www.mitlift.com](http://www.mitlift.com)

Phone	Findlay (419) 424-0042	Phone	Troy (937) 332-9460	Phone	Dayton Corp. Hdqtrs. (937) 293-4194	Phone	Toledo (419) 841-1380	Phone	Richmond (765) 966-3297
Fax	(419) 424-0174	Fax	(937) 335-3721	Fax	(937) 293-1168	Fax	(419) 841-1381	Fax	(765) 966-7027



THIS INVOICE DUE  
**NET 10 DAYS**  
 MAIL CHECK TO:  
 Miami Industrial Trucks, Inc.  
 P.O. Box 632616  
 Cincinnati, OH 45263-2616  
 PAY FROM THIS INVOICE



End to End Coverage..... Products to Support

STATEMENT

GOLDEN FRESH FARMS  
 1902 PROGRESS DRIVE  
 ATTN: ACCOUNTS PAYABLE

Account#	Date	Pg
301159	10-30-18	2

WAPAKONETA OH 45895

Inv Date	Br	Invoice Desc	Po/Check#	Charges	Credits	Balance
05-09-18	21	21083516 Invoice		19.31		19.31
01-19-18	31	31060001 Invoice		108.45		108.45
01-19-18	31	31060002 Invoice		40.17		40.17
01-19-18	31	31060003 Invoice		39.02		39.02
01-19-18	31	31060004 Invoice		39.02		39.02
02-01-18	31	31060454 Invoice		147.91		147.91
02-01-18	31	31060455 Invoice		114.47		114.47
02-01-18	31	31060456 Invoice		114.47		114.47
04-30-18	31	31061767 Invoice		40.17		40.17
04-30-18	31	31061799 Invoice		186.96		186.96

Current	31-60	61-90	91-120	Over 120	Amount Due
0.00	0.00	0.00	0.00	6,212.66	6,212.66

ACCOUNTS PAST DUE ARE SUBJECT TO A 1% HANDLING CHARGE (ANNUAL 18%)  
 We hereby certify these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Section 14 thereof.

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End to End Coverage..... Products to Support

STATEMENT

GOLDEN FRESH FARMS  
 1902 PROGRESS DRIVE  
 ATTN: ACCOUNTS PAYABLE

Account#	Date	Pg
301159-A	10-30-18	1

WAPAKONETA OH 45895

Inv Date	Br	Invoice Desc	Po/Check#	Charges	Credits	Balance
12-28-17	30	30105580 Invoice		54.78		54.78
01-29-18	30	30106374 Invoice		54.78		54.78
03-01-18	30	30107294 Invoice		54.78		54.78
04-02-18	30	30108044 Invoice		54.78		54.78
05-01-18	30	30108816 Invoice		54.78		54.78
06-04-18	30	30109569 Invoice		54.78		54.78
07-03-18	30	30110336 Invoice		54.78		54.78
08-01-18	30	30111015 Invoice		54.78		54.78
09-01-18	30	30112015 Invoice		54.78		54.78
10-01-18	30	30113218 Invoice		54.78		54.78
REMIANING BALANCE DUE ON LEASE			27 UNPAID INVS @	54.78		1,479.06

Current	31-60	61-90	91-120	Over 120	Amount Due
0.00	1,479.06	54.78	54.78	438.20	2,026.82

ACCOUNTS PAST DUE ARE SUBJECT TO A 1 1/2% HANDLING CHARGE (ANNUAL 18%)  
 We hereby certify these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Section 14 thereof.

www.mitlift.com

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Richmond  
 Phone (765) 966-3297  
 Fax (765) 966-7027

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><b>LESSEE:</b> 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><b>LESSOR:</b> MIAMI INDUSTRIAL TRUCKS, INC. 2830 EAST RIVER ROAD DAYTON, OH 45439</p> <p>By: <u>[Signature]</u> Title: <u>[Signature]</u> Date: <u>10/9-17</u> Social Security # _____ Federal Tax ID # <u>31-0590485</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:**

1. **SECURITY INTEREST:** You acknowledge that this is a lease intended as security and that You are the legal owner of the Equipment. You hereby grant to Us a first priority security interest in the Equipment and its proceeds, and the security deposit, (collectively the "Collateral") to secure all of Your obligations to Us under this Lease. You will do everything We deem necessary to perfect or preserve Our security interest and the first priority of such interest and You shall defend any action, proceeding or claim affecting the Collateral.
2. **PAYMENTS:** Monthly Rentals and all other amounts owing by You to Us shall be paid to Us at Our address stated herein or such other place as We shall notify You in writing. Your obligation to pay any amounts due under this Lease are absolute and unconditional under all circumstances, and not subject to any set off, counterclaim, recoupment, defense or other claims whatsoever.
3. **LATE PAYMENTS:** If any Monthly Rental or other sum due under this Lease is not received by Us within 10 days from its due date, You will pay a late charge of 1 1/2% per month or, at Our option, 5% of such sum due, or the highest rate You can legally agree to pay or We can legally collect. If any payment You make to Us is not honored or is charged back to Us, in addition to any late charge, You will repay to Us any amount paid by Us to a depository institution due to such returned or dishonored payment and a \$25.00 service charge, or such other charge allowed by law.
4. **OFFICIAL FEES AND TAXES:** You will pay when due all official fees and taxes relating to the Equipment or this Lease, which are incurred during the term of this Lease, even if they are assessed after the Lease terminates. Should We have to pay any official fees or taxes on Your behalf, You will pay Us the full amount of such fees and any interest or penalties assessed.
5. **WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**
6. **INSURANCE:** You shall bear all risk of loss of, damage to or destruction of the Equipment. You shall procure and maintain at all times such physical damage and other insurance as We may require from time to time. You agree that all such insurance shall be in a form and amount and with insurance companies satisfactory to Us, and that You will properly deliver to Us certificates or, upon request, copies of such policies, which certificates and policies shall name Us as a loss payee with respect to such insurance.
7. **SECURITY DEPOSIT/LAST MONTH(S) RENTALS:** We may use the security deposit to off set any amounts that You owe under this Lease or any other agreement between Us. If You perform all of Your obligations under this Lease and are not otherwise in default, the security deposit will be returned to You at the end of the term of this Lease and the Last Month(s) Rentals collected by Us will be applied to the payment of the last Monthly Rentals due. No interest or profits will accrue or be due to You on the Security Deposit or last Month(s) Rentals.
8. **ASSIGNMENT:** We may assign Our interest in this Lease without prior notice to You and without Your consent. You agree that You have no right to assign, transfer or sublease any of Your rights under this Lease or to sell, or transfer any rights in the Equipment without Our written consent. After assignment of this Lease, the assignor will not be the assignee's agent for any purpose and Your obligations to the assignee will be absolute and unconditional and, unless prohibited by applicable law, will not be subject to any abatement, reduction, recoupment, defense, set off or counterclaim available to You for breach of warranty or for any other reason.
9. **EQUIPMENT USE AND MAINTENANCE:** You will not use, or permit others to use the Equipment in violation of any law, to store or transport hazardous materials, or move the Equipment from the Location of Equipment stated on page 1 without Our written consent. You agree, at Your own cost and expense: (a) to cause the Equipment to be operated with care and only by qualified personnel in the regular course of Your business; (b) to comply with all applicable laws, rules and regulations relating to the Equipment, with any published instructions or specifications of the seller and with all of the terms of any insurance policy covering the Equipment; and (c) to maintain the Equipment in good operating condition, repair and appearance.
10. **INDEMNITY:** You will indemnify and hold Us harmless from any loss or damage to the Equipment and from all claims, losses, injuries, expenses and cost related to the ownership, use, maintenance or condition of the Equipment.
11. **DEFAULT:** You will be in default if (a) You fail to make any payment when due or (b) a bankruptcy petition is filed by or against You, or (c) You have provided false or misleading material information when applying for this Lease or (d) You fail to keep any other agreement in this Lease or (e) the Equipment is lost, stolen, destroyed or confiscated. Our inaction with respect to a default shall not waive Our rights concerning such a default and a waiver of any default by Us shall not be a waiver of any other default.
12. **REMEDIES:** If You are in default, We may cancel this Lease, accelerate the payment of all sums due under this Lease, without notice to You and take back the Equipment and sell it at public or private sale. You also give Us the right to go on Your Property to peacefully retake the Equipment. Even if We retake the Equipment, You must still pay all sums due under this Lease less any amount received by Us from the sale of the Equipment plus Our expenses (including reasonably attorney's fees) payable by Us to obtain, hold and sell the Equipment, collect amounts due and enforce Our rights under the Lease. You authorize Us to cancel Your insurance and apply any proceeds to Your obligations to Us. You direct all insurers to pay such proceeds solely to Our order for application to Your indebtedness to Us.
13. **TERM:** This Lease will begin upon the delivery of the Equipment and will terminate upon the end of the term of this Lease, the return of the Equipment to Us and the payment by You of all amounts owed under this Lease.
14. **RETURN OF EQUIPMENT:** If You do not purchase the Equipment at the end of the term of this Lease, You must return it to Us in good condition and repair. If You fail to return the Equipment, You must continue to pay the Monthly Rentals plus other damages to Us, including amounts payable upon default.
15. **POWER OF ATTORNEY:** You hereby appoints Us or any duly authorized officer, employee, designee, agent or assignee of Ours as Your attorney-in-fact to, in Your or Our name: (a) prepare, execute and submit any notice or proof of loss in order to realize the benefits or any insurance policy insuring the Collateral; (b) prepare, execute and file any instruments which, in Our opinion, is required by law to perfect and give or modify public notice of Our interest in the Collateral; and (c) endorse Debtor's name on any remittance representing proceeds of any insurance insuring the Collateral or the proceeds of the sale, or other disposition of any of the Collateral (whether or not such disposition is a default hereunder). This power is coupled with an interest and is irrevocable so long as any indebtedness secured hereunder remains unpaid.

Page 2 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 MS  
Lessee Initials RF

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.

Lessor Initials

MGJ

Lessee Initials

RM