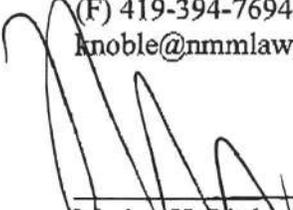


5. Agricola El Rosal S.A. de C.V. invoiced Golden Fresh Enterprises for the guest worker costs associated with Golden Fresh Enterprises. Ownership of Red Sun Farms, LLC is set forth on Exhibit A hereto.

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

1149-001:785731

COMPANY: Golden Jem Produce Inc.
INCORP.#: 1206716
DATE OF INCORP.: December 4, 1996
MAILING ADDRESS: 2161 Highway 3
P.O. Box 39
Ruthven, ON N0P 2G0
YEAR END: December 31st
ACCOUNTANTS: KPMG
Chartered Accountants
618-3200 Deziel Drive
Windsor, ON N8W 5K8
(519) 251-3500

Attention: John Ropac

DIRECTORS: Olindo Mastronardi
Jamie Mastronardi

OFFICERS: President - Olindo Mastronardi
Secretary/Treasurer - Jamie Mastronardi

SHAREHOLDERS: J & S Mastronardi Family Trust - 100 Common Shares
Jamie Mastronardi - 8200 Class A Special Shares
8,125 Class B Special Shares
Olindo Mastronardi - 27,472.5 Class B Special Shares



2035 Spinka Drive, Kingsville, ON NBY 2E5
 phone: 519.322.0388 fax: 519.322.0388
 email: admin@thermoenergy.ca

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04/18/2016

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Golden Fresh Farms

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	GST/ST	UNIT PRICE	AMOUNT
	38	%	Phase 1 Greenhouse 18.8 Acres Deposit		193,701.02	8,779,835.70
			Subtotal:			8,779,835.70
<p> <i>April 20/16</i> \$ 1,000,000.00 <i>April 26/16</i> \$ 1,580,000.00 <i>May 3/16</i> \$ 1,420,000.00 <i>June 6/16</i> \$ 2,779,535.70 </p>						
COMMENTS:					TOTAL	
HST Registration # 028304543.RT0001					8,779,835.70	

005 *KC*



Contract Number : **SO1813-2**
Quotation Prepared for : **Golden Fresh Farms**
Date : **June 01 2016**
Project Outline : **26,000 SF Service Building.**



Warehouse

Technical Data

Area	:26,000 SF
Width	:130'
Length	:200'
Type	: Clear Span pre-engineered steel building.
Expandable	: Yes to one side
Eave height	: 28'-8-1/2" on eave high side, 26' on low eave side
Finnish	: Standard Primer.
Roof Slope	: Mono slope.
Storm water discharge	: Eaves trough with down spout discharging to ground.
Covering Roof	: 5" Insulated panel (standard color)
East Wall Covering	: 4" Insulated panel (standard color)
West Wall Covering	: 4" Insulated panel (standard color)
North Wall Covering	: 4" Insulated panel (standard color)
South Wall Covering	: 4" Insulated panel (standard color)
Partition Walls	: Yes separating cooling compartments (see page 6)
Partition Wall Covering	: 3" Insulated Panel (standard color)
Cooling	: Yes

Cooling

Number of separate compartments	: 5
Maintain temperature	: 48 ° F

Single compressor unit outside connected to fans located in each compartment.

Foundation : Concrete

Concrete

Column Piers	:25 MPa Size as per engineered specifications (Calculation used for quotation 48" x 18")
Floor	:25MPa 6" thick with wire mesh (10" stone base).
Foundation	:25MPa 10" wide x 24" with rebar.
Loading dock ramp	:12" of 0-3/4" Gravel compacted.

- All door openings and corners will be flashed with like color flashing.
- 18" Concrete curb will be poured on exterior walls.
- All interior walls will have floor mounted steel bumpers installed.
- Concrete floor will be saw cut and sealed.



Warehouse Overhead / Man Doors

Qty : 1

Description

- 12'-2" x 14' high foam injected insulated steel sectional overhead door
- 2" angle mounted standard lift
- Solid spring shaft
- (3) 12" x 24" thermal windows
- Perimeter weather stripping
- Electric operator.

Qty : 4

Description

- 9'-2" x 10' high foam injected insulated steel sectional overhead door
- 2" angle mounted full vertical lift.
- Solid spring shaft
- (1) 12" x 24" thermal windows
- Perimeter weather stripping
- Electric operator.

Qty : 4

Description

- 12" x 14' high TNR Model HDF High speed roll up door.
- Up to 48' second.
- Breakaway self-resetting bottom bar with wireless air wave edge.
- 40oz vinyl material in standard blue
- Full width vision panel
- 1 set thru beam photo eyes.
- Electronic operator with emergency chain hoist.
- Nema 4 enclosure.

Hollow metal man doors

Qty : 5

Description

- 30" wide x 7" high with 24" x 36" safety glass.
- electronic door falches
- Weather seal kit
- Bottom sweep.

Note

- All overhead doors will have concrete filled steel bollards on either side of door.
- All doors will be provided in standard colors.
- All man doors will be keyed alike.
- All man doors will have door closers installed.



Warehouse Loading Docks

Dock Leveler

Qty :4
Type :Blue Giant Model HU7008-30 Hydraulic levelers

Description

- Normal 7' wide x 8' long with 16" lip
- 30,000 Lb static load
- Pour-in-place box type
- Weather seals
- Full range toe guards
- 2 standard laminated bumpers

Dock shelter

Qty :4
Type :Model 0401 Truck shelter for 9' x 10' opening

Description

- 40oz. vinyl – black
- 24" protection
- Protective steel guards
- Bottom draft seals

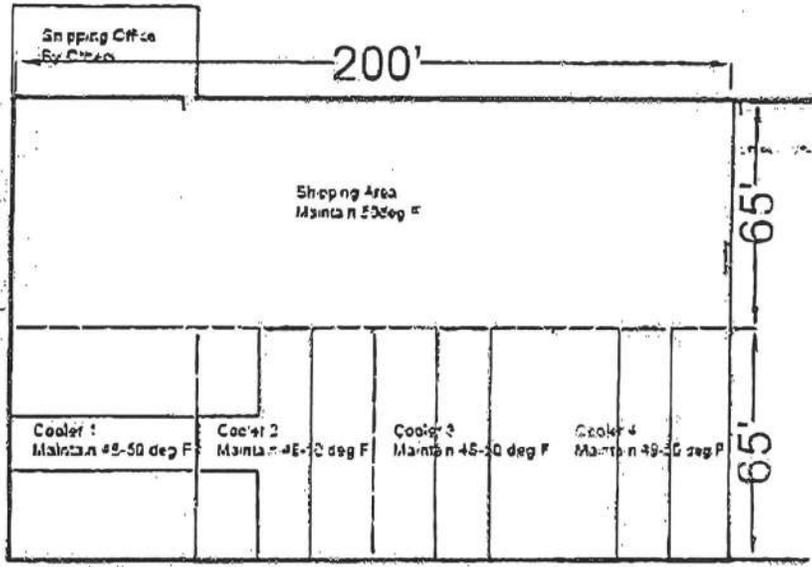


Vehicle Restraint System

Qty :4
Type :Blue Giant Model TL-85A

Description

- Ground/ Wall Mounted
- Non-impact design
- Electro-hydraulic operated – remote power pack
- Blue Genius control panel with " Engage", and " Release" buttons
- NEMA4X/IP65 rated enclosures
- Controls and interlock for existing single button operated hydraulic leveler
- Interior control panel with LED red/yellow/green communication lights
- Exterior traffic lights red/green and driver warning signs mounted on wall





Electrical

Scope

Supply, hang and wire explosion proof light fixtures throughout warehouse.
Wiring of all overhead doors in service building.
Feed to cooling units.
Supply and wire exit signs for exit doors.



General Notes

- Includes delivery to site of all materials described above.
- Includes construction of building as described above.
- A stamped set of engineered structural drawings will be.
- Includes geotechnical investigation for phase 1 greenhouse site, new warehouse, and hot water storage tank.
- A stamped set of foundation drawings will be provided for greenhouse stub post foundation holes.
- All systems supplied and installed by Thermo Energy will be done according to our design and engineered drawings. Any change requests from our design/engineered drawings must be approved and signed by both parties. Any changes impacting the project cost will be applied to the contract price.

EXCLUSIONS

- Land for project.
- Any permits or application fees pertaining to project.
- Utilities.
- Offices of any kind.
- Packing equipment/ machines of any kind.
- Fire suppression system of any kind.
- Anything not specifically mentioned in this quote.



Pricing

Total investment for scope as described above.....\$1,981,835.00USD



Agreement between Buyer and Seller

This agreement made as of the 1st day of June in the year of 2016, by and between
Thermo Energy Systems Inc. (the "Seller") and (The "Buyer")

Whereas the Seller is in the business of manufacturing, selling and installing

Whereas the Buyer wishes the Seller to supply and install the materials described in this contract for the

Total Contract Price of \$1,981,835.00 (US Funds)

(One Million Nine Hundred and Eighty One Thousand Eight Hundred and Thirty Five United States Dollars)

Now, therefore, both parties agree to accept the above proposal as a final and binding legal contract. Documents and drawings that constitute this agreement, if any, are enumerated as follows:

The Buyer hereby certifies that he/she is in the business of farming, and that the goods described in this contract will be used exclusively in the conduct of that business.

The prices, specifications, and Standard Terms & Conditions herein submitted are approved and accepted by:

Signature: _____
Buyer:

A handwritten signature in black ink, appearing to be "P. M. H.", written over a horizontal line.

Date: _____

June 1 2016

Golden Fresh Farms
Wapakoneta Ohio

Signature: _____
Seller:

A handwritten signature in black ink, appearing to be "H. J.", written over a horizontal line.

Date: _____

June 1 - 16

Thermo Energy Systems
2035 Spinks Drive
Kingsville On,
N9Y 2E5 Canada



Terms and Conditions of Contract

Payment Terms:

- 35% Down Payment
- Progressive Payments.

Currency Exchange Used for this quotation:

USD = \$1.30

Disclaimer: Some descriptions may be generic and may vary from final design and engineered drawing that will be used

to supply and install the proposed scope of work. The seller shall not be held liable for clerical errors.

Acceptance: The Buyer agrees they have sufficient funding for the Total Contract Price and will comply with the payment schedule as per the terms agreed upon by both parties.

Delivery: To be determined by Buyer and the Seller.

Delays: The Seller shall not be liable for any delay in delivery as a result of inclement weather, fires, strikes, shortages of materials, acts of God, or other causes beyond their control.

Shipments: Materials delivered and signed for become the responsibility of the Buyer. The Seller assumes no liability whatsoever for materials unaccounted for after the waybill/pack slip has been signed. Count all Materials before signing the waybill/pack slip.

Over Shipped Materials: Any materials shipped to the job site that are not required for the construction of the proposed scope of work in this contract remain the property of the Seller.

Site Access: The Buyer agrees to provide unobstructed, passable access to the job site. Additional delivery charges of \$140 per load will apply for any material that is unable to be delivered due to inaccessible site conditions.

Insurance: It is the responsibility of the Buyer to obtain adequate Builders Risk Insurance. The Seller will in no way assume responsibility of damages caused to the structure and components stated in this contract or any other surrounding properties or contents of that property as a result of fires, floods, storms, tornadoes, earthquakes, acts of God, or other causes beyond their control.

Ministry of Environment or Equivalent: Any issues or additional cost related to the Ministry of Environment and additional costs are the responsibility of the Buyer, quotation is based on a conventional storm water management system consisting of storm water pipe discharging into pond, and a straight forward discharge pipe into municipal drain.

Validity: The price as quoted is valid for 14 days from the date listed on the front page of this document.

Alterations and Extra Work: No alterations or deviations to the contract shall be binding unless agreed upon in writing between the authorized representative of both the Seller and the Buyer. Any changes made and agreed upon as set out above shall be due and payable under the same conditions as described above.

Overdue Payments: Invoices and Holdbacks are payable under the terms and conditions described above. Overdue Invoices and Holdbacks will be subject to a 10% interest penalty, calculated monthly on the outstanding amount from the date the payment was due.

Warranty: all materials as described in this proposal are covered by their Manufacturers' Standard Warranties

Minimum Greenhouse Temperature: A minimum temperature of 12 degrees Celsius must be maintain inside the greenhouse to adequately melt any accumulated snow on the roof, failure to do so will void any and all warranties.

Voucher Inquiry

JEM-D International

Voucher: 249685 Hold: No
Vendor: GOLDEN FRESH FARMS
Invoice No: 01-20-17
Invoice Date: 01/17/2017
Description:
Source: AP Voucher Entry
Status: Entered Run:

Type: Normal Pay Terms: NET 0
ID: GFRESH Pay By Date: 01/17/2017
Multi-Check: 1 Due Date: 01/17/2017
Discount Date:
Discount Percent: .00%
Posting Date: 01/17/2017
Basis: Accrual

Recurring: No
1099 Code:
Currency: USD
PO/Source No.:
Voucher Amount: 115,000.00
Discount Amount: .00
Net Amount: 115,000.00

Cst Ctr ID	Phase ID	Dept ID	GL Acct ID	Description	Hours	Quantity	Amount
		1	1410			0	115,000.00
Total:					.00	0	115,000.00



2035 Sparks Drive, Kingville, ON N9Y 2E5
 phone 519.322.0388 fax 519.322.0389
 email: admin@thermoenergy.ca

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Golden Fresh Farms - Cdn

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ITEM NO	QUANTITY	UNIT	DESCRIPTION	GST/FST	UNIT PRICE	AMOUNT
	60 %		Connexio Cooler Office Total Contract \$115,000.00	H	1,180.00	69,000.00
			Contract is now invoiced to 60%			
			Subtotal:			69,000.00
			H - HST 13%			
			HST			8,970.00

COMMENTS:
 HST Registration # 826304543 RT0001

TOTAL ▶ 77,970.00



2035 Spinks Drive, Kingsville, ON N9Y 2E9
 phone: 518.322.0388 fax: 518.322.0389
 email: admin@thermoenergy.ca

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12/09/2016

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Golden Fresh Farms - Cdn

ITEM NO	QUANTITY	UNIT	DESCRIPTION	GST / PST	UNIT PRICE	AMOUNT
	30	%	Connexio Cooler Office Total Contract \$115,000.00 CDN Progress Draw Subtotal:	H	1,150.00	34,500.00 34,500.00
			H - HST 13% HST			4,485.00

COMMENTS:

HST Registration # 828304543 RT0001

TOTAL ▶

38,985.00



2035 Spinks Drive, Kingville, ON N9Y 2E9
 phone: 519.322-0388 fax: 519.322-0389
 email: admin@thermoenergy.ca

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01/17/2017

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Golden Fresh Farms - Cdn

ITEM NO	QUANTITY	UNIT	DESCRIPTION	TAX / ST	UNIT PRICE	AMOUNT
	10	%	Canada Cooler Office - Total Contract \$116,000.00 Contract is now invoiced to 100%	H	1,150.00	11,500.00
			Subtotal:			11,500.00
			H - HST 13%			1,495.00
			HST			

COMMENTS:

HST Registration # 828304543 RT0001

TOTAL ▶

12,995.00

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: **SUPPLEMENTAL SUBMISSION IN RESPONSE TO COURT'S REQUEST FOR (A) THERMO ENERGY CONTRACT DEALING WITH THE BUILDING OF THE DISTRIBUTION CENTER; (B) HOUSING CONTRACTS FOR H2A WORKERS; AND (C) CHECKS, VOUCHERS OR WIRE TRANSFERS**

JUDGE: Frederick D. People

FILING INFORMATION:

DATE OF FAX TRANSMISSION: November 16, 2018

NUMBER OF PAGES (including this page): 23

