

**AMENDMENT NO. 2 TO
AGREEMENT AND PLAN OF MERGER**

THIS AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER (this “Amendment”) is made effective as of January 9, 2020, by and among Michicann Medical Inc., Mid-American Growers, Inc., RWB Acquisition Sub, Inc. and Arthur VanWingerden and Ken VanWingerden, as Sellers.

BACKGROUND

WHEREAS, the parties entered into that certain Agreement and Plan of Merger, dated as of October 9, 2019, as amended by that Amendment No. 1 to Agreement and Plan of Merger dated as of November 1, 2019 (as amended, the “Merger Agreement”); and

WHEREAS, the parties desire to amend certain terms and conditions of the Merger Agreement as set forth herein in accordance with the terms of Section 11.4 of the Merger Agreement and to provide for the joinder of certain additional parties to the Merger Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Waiver of RTO Closing Condition.

a. In exchange for the amendments to certain terms and conditions of the Merger Agreement as set forth herein, each of Buyer and Sellers hereby waives the closing condition set forth in Section 7.3(b) that requires completion of the RTO prior to Closing.

2. Hemp Operations Payable

a. Section 7.3(c) of the Merger Agreement is hereby deleted and replaced as Section 7.1(p) of the Merger Agreement as follows:

(p) Sellers shall provide evidence satisfactory to Buyer that the Hemp Operations Payable has been paid or satisfied by the Company in full prior to Closing.

b. Section 9.6 of the Merger Agreement is hereby amended and restated in its entirety as follows:

Hemp Operations Payable. Prior to Closing, the Sellers will cause the Company to pay in full or otherwise satisfy the Hemp Operations Payable and terminate that certain confirmation of payable agreement dated October 9, 2019, so that as of Closing, the Company shall not owe any payables or any other amounts or obligations to NZ Newco, LLC, a Kentucky limited liability company (“NZ”). Evidence of such payment or other satisfaction of the Hemp Operations

Payable shall include, without limitation, acknowledgment by NZ in a separate letter agreement that such payable is deemed satisfied and the Company no longer owes any such amounts or obligations to NZ or its affiliates and the letter agreement is deemed terminated with no further force or effect. Without limiting the foregoing, but for the avoidance of doubt, the Hemp Operations Payable is an Excluded Liability that shall not remain a Company obligation following the Closing.

c. Section 10.1(f) of the Merger Agreement is hereby amended and restated in its entirety as follows:

(f) any Excluded Liabilities (including the Hemp Operations Payable);

3. **Amendments Relating to Merger Consideration.**

a. Section 2.2 of the Merger Agreement is hereby amended and restated in its entirety as follows:

(a) Within two (2) Business Days of execution of this Agreement, Buyer shall pay to Sellers a cash payment equal to \$5,000,000 and (ii) on or around November 1, 2019, Buyer shall pay to Sellers a cash payment equal to \$1,000,000 (together, the payments under clauses (i) and (ii), the “Deposit”), which Deposit shall be applied toward the Aggregate Purchase Price at Closing, or should the Closing not occur and this Agreement is terminated, such Deposit shall be fully refundable to Buyer by Sellers in accordance with Section 8.3.

(b) At the Closing, Sellers shall deliver and surrender to Buyer (or to Buyer’s agent) the Certificates formerly representing the issued and outstanding Company Capital Stock.

(c) At the Closing, Buyer shall deliver to the applicable party listed below the following:

(i) to Sellers, a cash payment equal to the Estimated Merger Consideration, minus the Deposit, by wire transfer of immediately available funds in accordance with the distribution schedule and to the account or accounts designated by Sellers on Schedule 2.2, subject to that Letter of Direction to be delivered by Sellers at Closing with respect to Bruce Daniel; and

(ii) At Buyer’s election, Buyer shall cause the refinancing of the Specified Indebtedness in connection with the Closing (or, if permissible, the parties shall cause the Company shall to retain the Specified Indebtedness at the Closing, in either case, Specified Indebtedness shall be deemed paid by Buyer as a result of such refinancing or assumption; and

(iii) Buyer shall pay, or cause to be paid, on behalf of Sellers, the

Estimated Seller Transaction Expenses by wire transfer of immediately available funds as directed by Sellers.

(iv) **[Intentionally Omitted]**.

(d) **[Intentionally Omitted]**.

(e) Upon Closing, by virtue of this Section 2.2(e), Buyers shall be deemed to have issued to Sellers a non-transferrable, fully paid right (at the time specified below) to receive the shares of RWB Stock (pro rata in accordance with each Seller's percentage set forth on Schedule 2.2) (the "RWB Stock Issuance Right"), which Stock Issuance Right entitles Sellers to the actual issuance of RWB Stock as follows:

(i) If the RTO will be completed prior to June 1, 2020, immediately prior to completion of the RTO, Buyer shall cause the issuance to Sellers of Michicann Stock in escrow (pro rata in accordance with each Seller's percentage set forth on Schedule 2.2), without payment of any additional consideration by Sellers, and in connection with the completion of the RTO promptly thereafter, Sellers shall exchange such Michicann Stock for the shares issued in the RTO at the same exchange ratio available to other common stock holders of Michicann Stock, in accordance with the RTO exchange procedures and subject to and conditioned upon Sellers executing a mutually agreeable lock-up escrow agreement with Buyer, which will require a lock-up period expiring no later no later than six (6) months following the Closing Date for all of the RWB Stock (and, in any event, full lock-up in escrow of 20% of the RWB Stock for the later of 12 months after Closing or the date of the closure of the LUST Matter in accordance with this Agreement), and subject to the foregoing, will provide for the release of the RWB Stock to Sellers in accordance with a distribution schedule, with such legends as required by applicable securities laws. Buyer shall deposit directly with the escrow agent all shares of Michicann Stock and upon exchange of such shares in the RTO, all RWB Stock shall be deposited with the escrow agent accordingly.

(ii) If the RTO is not completed prior to June 1, 2020, then on June 1, 2020, (x) Buyer shall deliver to Sellers an aggregate cash payment equal to \$5,000,000 by wire transfer of immediately available funds to the account or accounts designated by Sellers on Schedule 2.2 and (y) Buyer shall cause the issuance to Sellers of the shares of Michicann Stock (pro rata in accordance with each Seller's percentage set forth on Schedule 2.2, as reduced by shares of Michicann Stock deposited in escrow as provided herein), subject to and conditioned upon Sellers and Buyer executing a mutually agreeable lock-up escrow agreement, which will require full lock-up in escrow of 20% of the RWB Stock for the later of 12 months

after Closing or the date of the closure of the LUST Matter in accordance with this Agreement, and executing a shareholder's agreement containing a drag-along provision in favor of the controlling shareholders substantially similar to the following:

In the event that shareholders of Michicann holding at least 51% of the issued and outstanding common shares of Michicann (the "Controlling Shareholders") propose to sell or transfer all of their Common Shares to a third party on a share exchange, amalgamation, plan of arrangement or similar transaction in connection with an initial public offering, reverse takeover, qualifying transaction or other going public transaction involving Michicann or a sale of all of the shares of Michicann (the "Liquidity Event"), the Controlling Shareholders may, subject to compliance with all applicable securities laws, by written notice delivered to the Subscriber (the "Drag Along Notice") require the Subscriber to transfer the Purchased Shares, and any additional shares of Common Shares which the Subscriber may own, for a consideration that is the same as the consideration per share of Common Shares at which the Controlling Shareholders propose to sell or transfer shares to the third party, all but not less than all the Common Shares owned by such Subscriber (the "Dragged Shares"). The delivery by the Controlling Shareholders of a Drag Along Notice shall bind the undersigned to sell or transfer the Dragged Shares. The date on which the sale or transfer is to close and the other closing arrangements (which shall be the same, mutatis mutandis, as those for the sale or transfer between the Controlling Shareholders and the third party) shall be as specified in the Drag Along Notice. Except as specifically provided for above, the Drag Along Notice shall contain only such terms and conditions, if any, as are identical to those pursuant to which the Controlling Shareholders propose to sell or transfer to the third party. This drag along shall terminate upon the earlier of (i) there being one beneficial owner of all of the shares of Michicann; and (ii) the date of closing of the Liquidity Event.

Buyer shall deposit directly with the escrow agent all shares of Michicann Stock subject to such escrow arrangement.

(iii) Except as otherwise specifically provided in clauses (i) and (ii) above, prior to the issuance to Sellers of the RWB Stock, Sellers shall not be entitled to vote or receive dividends or be deemed the holder of shares of capital stock of Michicann or its successor in the RTO for any purpose, nor shall anything contained in the RWB Stock Issuance Right be construed to confer upon any Seller any of the rights of a shareholder of Michicann or its successor in the RTO or any right to vote, give or

withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise. Notwithstanding the foregoing, Michicann shall provide the Sellers with copies of the same notices and other information given to the shareholders of Michicann generally, contemporaneously with the giving thereof to the shareholders. Sellers acknowledge the RWB Stock Issuance Right is not transferrable by Sellers. Without limiting the foregoing, Sellers further acknowledge and agree that the RWB Stock Issuance Right and the RWB Stock is not and at the time of issuance will not be registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. The RWB Stock will be issued with such legends as required by applicable securities laws.

b. Section 2.6(i) (Lock-Up Escrow Agreements) in the Merger Agreement is hereby amended and restated in its entirety as follows: **[Intentionally Omitted]**

c. Section 5.4 of the Merger Agreement is hereby amended and restated as follows: “Upon issuance in accordance with this Agreement, the RWB Stock will be duly and validly issued, outstanding as fully paid and non-assessable.”

d. Section 11.9 of the Merger agreement is hereby amended to add the following new definitions (to be placed in alphabetical order accordingly):

(i) “Lock-Up Escrow Agreements” means those certain escrow agreements executed by the Sellers in form mutually agreeable to Buyer and Sellers as contemplated by Section 2.2(e).

(ii) “Michicann Stock” means 17,133,600 shares of common stock in Michicann (which is an aggregate number of shares of such common stock equal to the quotient of \$64,900,000, multiplied by a 1.32 exchange rate, and then divided by the Fixed Stock Price).

e. Certain definitions in Section 11.9 of the Merger agreement are hereby amended and restated as follows:

“Cash Consideration” means \$7,100,000.

“RWB Stock” means the Michicann Stock, unless and until it is exchanged by Sellers for stock in the RTO as contemplated by and in accordance with this Agreement, at which point, RWB Stock means the class of stock of Michicann’s successor to be listed on the Canadian

Securities Exchange or other similar exchange following completion of the RTO.

f. The terms (and related definitions) of “Post-Closing Cash Consideration” and “Stock Consideration” in the Merger agreement are deleted in their entirety.

4. **Amendments Relating to Milestone Payment and Earn-Out Payment.**

a. Section 2.4 of the Merger Agreement is hereby amended and restated in its entirety as follows:

(a) Milestone Payment.

(i) So long as Sellers have used commercially reasonable efforts to assist Buyer and the Company in achieving the Milestone Event, subject to offset under Section 10.8, (i) Buyer shall issue to Sellers an aggregate 2,640,000 additional shares of Michicann Stock (which is an aggregate number of shares of such common stock equal to the quotient of \$10,000,000, multiplied by a 1.32 exchange rate, and then divided by the Fixed Stock Price), subject to applicable escrow agreements (the “Milestone Payment”), and (ii) only if the Milestone Event is achieved during calendar year 2020, Buyer shall pay to Sellers in the aggregate an additional \$5,000,000 cash payment (the “Additional Milestone Payment”), upon the achievement by or on behalf of Buyer and the Company of the following (the “Milestone Event”):

If by the date which is twelve (12) months following the Closing, the State of Illinois Department of Agriculture and/or such other applicable regulatory authorities (acceptable to Buyer) shall have issued to the Company a commercial cultivation center license for the Illinois Facility, which license permits a minimum of 200,000 square feet of cultivation of cannabis products, including the packaging and processing of cannabis.

(ii) Buyer shall promptly notify Sellers after the Milestone Event has been achieved. Within five (5) Business Days of notification by Buyer to Sellers of the realization of the Milestone Event (but in no event less than ten (10) days following realization of the Milestone Event), Buyer shall (i) if the RTO is not yet completed at such time, issue the Milestone Payment in Michicann Stock to the account or accounts designated by Sellers on Schedule 2.2, subject to and conditioned upon Sellers executing an escrow agreement, which will require that 20% of such Milestone Payment is held in escrow for the later of 12 months after Closing or the date of the closure of the LUST Matter in accordance with this Agreement, or (ii) if the RTO has previously been completed, issue RWB Stock to Sellers in exchange for the Milestone Payment (which for

clarity, was 2,640,000 shares of Michicann Stock) at the same exchange ratio that was available to other common stock holders of Michicann Stock upon the original RTO closing, subject to any applicable RTO exchange procedures, and subject to and conditioned upon Sellers executing a mutually agreeable lock-up escrow agreement with Buyer, which will require a lock-up period expiring no later than six (6) months following the Closing Date for all of the RWB Stock so issued (and, in any event, full lock-up in escrow of 20% of the RWB Stock for the later of 12 months after Closing or the date of the closure of the LUST Matter in accordance with this Agreement), and subject to the foregoing, will provide for the release of the RWB Stock to Sellers in accordance with a distribution schedule, with such legends as required by applicable securities laws. Buyer shall deposit directly with the escrow agent all shares of Michicann Stock or RWB Stock, as applicable, with the escrow agent accordingly in connection with realization of the Milestone Event. Additionally, if the Milestone Event is achieved in accordance with this Agreement during calendar year 2020, Buyer shall also pay to Sellers the Additional Milestone Payment by wire transfer in immediately available funds during the time period set forth above.

(iii) Upon Buyer's payment of the Milestone Payment and any applicable Additional Milestone Payment, if any, all amounts due by Buyer under this Agreement with respect to the Milestone Event will be deemed paid in full.

(v) The right of Sellers to receive the Milestone Payment and Additional Milestone Payment (i) is solely a contractual right and is not a security for purposes of any federal or state securities Laws, (ii) will not be represented by any form of certificate or instrument, (iii) does not give Sellers any equityholder rights, including, without limitation, any dividend rights, voting rights, liquidation rights, preemptive rights or other rights common to holders of Buyer's equity securities, (iv) is not redeemable and (v) may not be sold, assigned, pledged, gifted, conveyed, transferred or otherwise disposed of (a "Transfer"), except by operation of Law (and any Transfer in violation of this Section 2.4(d) shall be null and void).

(vi) Sellers and Buyer agree to treat and report any Milestone Payment and Additional Milestone Payment as additional consideration for the Company Capital Stock, unless otherwise required pursuant to a "final determination" within the meaning of Section 1313(a) of the Code.

(b) Earn-out.

(i) As additional Final Merger Consideration, so long as Sellers have used commercially reasonable efforts to continue to assist Buyer and the Company to produce and sell Company Hemp Products

during the Earn-Out Period, subject to Buyer's holdback and offset rights under Section 10.8, Buyer shall pay to Arthur VanWingerden, Ken VanWingerden and Bruce Daniel, collectively (the "Earn-Out Sellers"), with respect to each Calculation Period within the Earn-Out Period an aggregate amount, if any (each an "Earn-Out Payment"), equal to the product of (x) the Revenue for such Calculation Period multiplied by (y) twenty-three percent (23%).

(ii) During the Earn-Out Period, Buyer will prepare quarterly statements setting forth the calculations necessary to determine the amount of the actual Earn-Out Payments to be paid to such Sellers based on the Company's fiscal quarters. Buyer shall deliver such statements within 30 days of the end of each corresponding Calculation Period. Each Earn-Out Payment, if any, is due within 45 days after the end of each Calculation Period based on the quarterly statement delivered by Buyer for that fiscal quarter provided the Earn-Out Sellers have provided applicable wire instructions to Buyer.

(iii) The Earn-Out Sellers shall have the right to audit the Company's relevant books and records to ensure compliance with the terms of this Agreement with respect to the Earn-Out Payments. The audit shall be conducted only by a representative of a nationally recognized independent certified public accounting firm who signs a non-disclosure agreement reasonably acceptable to Buyer. Buyer shall be entitled to 30 days written notice to schedule the audit on a mutually convenient date. The audit shall be conducted during normal business hours in such a manner as not to interfere with normal business activities and shall occur only one time with respect to the Earn-Out Payments. The auditor's report shall only confirm compliance or noncompliance with the terms of this Agreement with respect to the Earn-Out Payments and shall, in no event, include information considered by Buyer to be confidential. The Earn-Out Sellers shall be responsible for the costs of such audit.

(iv) The Earn-Out Payments are speculative in that Buyer (and the Company, after the Closing) make no representations, warranties, covenants, promises or guarantees as to the level of efforts they will expend in the production, marketing, distribution or sales of the Company Hemp Products. Similarly, Buyer (and the Company, after the Closing) make no representations, warranties, covenants, promises or guarantees as to the amount of resulting Revenue or the amount of any Earn-Out Payments that may be earned by Earn-Out Sellers during the Earn-Out Period. Sellers acknowledge that Buyer may elect not to release the Company Hemp Products for a period of time after Closing. Sellers also acknowledge that Buyer (and the Company, after the Closing) may market and sell the Company Hemp Products at their sole discretion and Buyer (and the Company, after the Closing) may discontinue all production,

marketing, distribution and sales of the Company Hemp Products during the Earn-Out Period for any or no reason.

(c) Company Operations. Subsequent to the Closing, Buyer and the Company shall have sole discretion with regard to all matters relating to the operation of the Company and the Business; provided, that Buyer shall not, directly or indirectly, take any actions in bad faith that would have the purpose of avoiding the Milestone Payment or Earn-Out Payments hereunder.

b. Section 2.6(h) (Consulting Agreement) of the Merger Agreement is hereby amended and restated in its entirety as follows: **[Intentionally Omitted]**

c. Section 11.9 of the Merger agreement is hereby amended to add the following new definitions (to be placed in alphabetical order accordingly):

(i) “Company Hemp Products” means any product produced by the Greenhouse at the Illinois Facility that is hemp as defined in the 2018 Farm Bill or the Illinois 2019 Industrial Hemp Act.

(ii) “Earn-Out Period” means the period from April 1, 2020 through March 31, 2021.

(iii) “Revenue” means, with respect to any Calculation Period, the net amount of revenue attributable to the Company Hemp Products that are produced, sold and for which payment has been received by the Company, as recognized by Buyer and the Company in accordance with then-existing accounting and corporate policies, less product returns, customer and distributor discounts and excluding amounts invoiced for any other product, shipping, taxes, duties or other similar amounts.

(iii) “Calculation Period” means (a) the period beginning April 1, 2020 and ending on last day of June 2020, and (b) each of the Company’s fiscal quarters ending on September 30, 2020, December 31, 2020 and March 31, 2021, respectively.

2. **Amendments Relating to Setoff and Holdback Rights.**

a. Section 9.7 of the Merger Agreement is hereby amended and restated in its entirety as follows:

Escrow Agreement. Buyer and Sellers will enter into a mutually agreeable escrow agreement as a condition to the actual issuance of the RWB Stock underlying the RWB Stock Issuance Right as contemplated by Section 2.2(e). Such escrow agreement will include, among other things (as applicable), escrow indemnity provisions with respect to Buyer’s setoff rights against the RWB Stock under Section 10.8 substantially similar to the following:

(a) Subject to the terms and conditions of the Merger Agreement, in addition to such other lock-up terms, as applicable, the escrow agent will hold in an escrow account (the “Escrow Account”) a number shares of RWB Stock issued to Sellers equal to an aggregate of 20% of all RWB Stock issued to Sellers pursuant to Section 2.2(e) and the RWB Stock issuable in connection with the Milestone Event) (the “Escrowed Property”).

(b) At any time and from time to time on or prior to (i) the twelve (12) month anniversary of the Closing or (ii) the date of closure of the LUST Matter in accordance with the Merger Agreement, whichever is later (the “Escrow Release Date”), if any Buyer Indemnified Party makes a claim for indemnity pursuant to and in accordance with Section 10.1 (a “Claim”), the Buyer Indemnified Party (or Buyer on its behalf) shall deliver to the escrow agent (the “Escrow Agent”) and any Seller a written notice (an “Escrow Notice”) setting forth in reasonable detail the amount, nature, and basis of the Claim by the Buyer Indemnified Party.

(c) If a Seller, in good faith, delivers to the Escrow Agent and Buyer a written objection (a “Dispute Notice”) to any Claim or portion thereof or the amount of such Claim within ten (10) business days following both the Escrow Agent’s and such Seller’s receipt of such Escrow Notice, then the Escrow Agent shall not distribute to Buyer any portion of the Escrow Property in the Escrow Account that is the subject of the Dispute Notice until the Escrow Agent receives either (i) joint written instructions signed by the Sellers and Buyer authorizing the release to Buyer of the portion of the Escrow Property in the Escrow Account that is agreed upon as the amount recoverable in respect of the Dispute Notice or (ii) a final and non-appealable order of any court of competent jurisdiction directing the release to Buyer of the portion of the Escrow Property in the Escrow Account that is determined to be the amount recoverable in respect of the Dispute Notice; provided, that notwithstanding the foregoing, if a Seller objects in part to the amount of the Claim, the Escrow Agent shall, after the lapse of the aforementioned time period, deliver to Buyer an amount from the Escrow Account equal to the portion of the Claim not objected to by such Seller (determined as a number of shares of RWB Stock equal to the quotient of the dollar amount of such undisputed portion of the Claim (multiplied by a 1.32 exchange rate) divided by the Fixed Stock Price. Upon receipt of such joint written instructions or such final and non-appealable order, as the case may be, the Escrow Agent shall release to Buyer such amount of the Escrow Property in the Escrow Account in accordance with such written instructions or final and non-appealable order.

(d) If Seller delivers to the Escrow Agent and Buyer a written notice (a “Cash Election Notice”) within ten (10) business days following both the Escrow Agent’s and such Seller’s receipt of an Escrow Notice, whereby Sellers elect to pay immediately available funds to such Buyer Indemnified Party (in lieu of Escrow Property) to satisfy such Claim, then Escrow Agent shall not release such Escrow Property in connection with such Escrow Notice, so long as Sellers make

such cash payment in the amount of such Claim to Buyer Indemnified Party and provide evidence of such payment to Escrow Agent within five (5) business days after delivering the Cash Election Notice.

(e) If neither a Dispute Notice nor Cash Election Notice is received by Buyer and the Escrow Agent from Sellers within ten (10) business days after Buyer's delivery of an Escrow Notice to the Escrow Agent and any Seller, then the entire amount set forth in the Claim shall be deemed valid, conclusive and binding upon Buyer and Sellers, and shall be satisfied by the Escrow Agent from the Escrow Property (or in part, if the Escrow Property is not sufficient to satisfy the Claim in full) on the next business day by return and release of such Escrow Property to Buyer of such number of shares of RWB Stock equal to the quotient of the dollar amount of such Claim identified in the Escrow Notice (multiplied by a 1.32 exchange rate) divided by the Fixed Stock Price.

b. Section 10.8 of the Merger Agreement is hereby amended and restated in its entirety as follows:

(a) Earn-Out Holdback. Buyer shall be entitled to holdback 20% of each Earn-Out Payment, if any, payable to the Earn-Out Sellers for a Calculation Period during the Earn-Out Period (the "Earn-Out Holdback"), as partial security for Losses payable to a Buyer Indemnified Party pursuant to Article X. Subject to the limitations set forth in Article X (including the Basket, the Cap and Environmental Cap), Buyer shall be entitled to satisfy any resulting Losses payable to a Buyer Indemnified Party pursuant to Article X from the Earn-Out Holdback in accordance with clause (b) below. Following (i) the twelve (12) month anniversary of the Closing or (ii) the date of closure of the LUST Matter, whichever is later (the "Holdback Period") (but no later than 10 business days thereafter), Buyer shall pay to the Earn-Out Sellers any remaining Earn-Out Holdback (that was not previously used as offset by Buyer to satisfy Losses in accordance with clause (b) below), less the estimated amount of any unresolved Claim made by a Buyer Indemnified Party in accordance with Article X prior to expiration of the Holdback Period, which amount may continue to be held by Buyer and applied for offset in accordance with clause (b) below through resolution of such Claim.

(b) Manner of Payment. Subject to the limitations set forth in this Article X (including the Basket, the Cap and Environmental Cap), any Losses payable to a Buyer Indemnified Party pursuant to this Article X shall be satisfied: (i) (A) from the RWB Stock (including shares of RWB Stock to be issued pursuant to the RWB Stock Issuance Right) whether at such time only existing as a contractual RWB Stock Issuance Right under this Agreement or RWB Stock actually held in escrow after issuance directly to the escrow agent pursuant to an applicable lock-up escrow agreement or otherwise, (x) prior to the actual issuance of such RWB Stock in accordance with Section 2.2(e) or Section 2.4, as applicable, Buyer shall cancel such number of shares of RWB Stock that would be issued pursuant to the

RWB Stock Issuance Right determined by dividing the amount of such Loss (multiplied by 1.32 exchange rate) by the Fixed Stock Price (provided such setoff of RWB Stock shall not exceed in the aggregate twenty percent (20%) of the RWB Stock issuable to Sellers under 2.2(e) plus the RWB Stock issuable to Sellers in connection with the Milestone Payment) or (y) after the actual issuance of such RWB Stock directly to the escrow agent in accordance with Section 2.2(e) or Section 2.4, by Buyer requesting return of such RWB Stock to Buyer from the applicable escrow account for cancellation by Buyer (the number of shares of RWB Stock to be returned shall equal the quotient of the dollar amount of such Loss (multiplied by a 1.32 exchange rate) divided by the Fixed Stock Price) (provided such setoff of RWB Stock shall not exceed in the aggregate twenty percent (20%) of the RWB Stock issued to Sellers under Section 2.2(e) plus the RWB Stock issuable to Sellers in connection with the Milestone Payment) and (B) from the Earn-Out Holdback; and (ii) to the extent the amount of Losses exceeds the RWB Stock and Earn-Out Holdback available to the Buyer Indemnified Party for setoff, then directly from the Sellers. Notwithstanding the foregoing, at Sellers' option (subject to Sellers providing prompt notice of the same to the Buyer Indemnified Party), Sellers may pay immediately available funds to such Buyer Indemnified Party for such Losses in lieu of such Buyer Indemnified Party exercising its setoff rights against the RWB Stock or Earn-Out Holdback under this Section 10.8.

3. Amendments Relating to Pre-Closing Restructuring Transactions and Affiliates.

a. The parties acknowledge and agree that the Merger Agreement is hereby generally amended so that (i) references to the Pre-Closing Restructuring Transactions involving RetainCo shall now be references to Color Point, LLC, (ii) the Restructuring Transaction Documents shall be executed between the Company and Color Point, LLC, with Color Point, LLC taking assignment of such assets and assuming all Liabilities of the non-hemp related business and indemnifying the Company, Buyer and Buyer Indemnified Parties for all such Liabilities, and (iii) that such Restructuring Transaction Documents shall survive the transactions contemplated by the Merger Agreement and will inure to the benefit of the Company, Buyer and Buyer Indemnified Parties (as direct parties or third party beneficiaries) following the Closing.

b. Article VI of the Merger Agreement is hereby amended to add the following Section 6.12:

Section 6.12 Affiliate Transactions. Sellers and the Company represent, warrant and confirm that (i) any intercompany arrangements between the Company, on the one hand, and Color Point LLC or any of its affiliates, on the other hand, are terminated and of no further force or effect, except for that certain Transition Services Agreement dated as of October 23, 2019 between the Company and Color Point LLC and that Bill of Sale and Assignment dated July 1, 2019 between the Company and Color Point LLC and the Pre-Closing Restructuring Documents, which agreements

will remain in effect and survive Closing, and (ii) notwithstanding the foregoing, any intercompany obligations, liabilities or amounts owed to or payable now or in the future by the Company to Color Point LLC or any of its affiliates have been discharged, satisfied, terminated and are of no further force and effect (excluding only Company obligations under the Transition Services Agreement that arise or relate solely to post-Closing operations of the Company). For clarity, such intercompany obligations, liabilities and amounts are Excluded Liabilities under this Agreement, subject to indemnification by Sellers under Article X.

c. The parties acknowledge and agree that in the event the State of Delaware delays or denies the effectiveness of the Merger due to the nature of Merger Sub, Real Estate Buyer or the Company's business, the parties will use commercially reasonable efforts to re-domicile Merger Sub, Real Estate Buyer and the Company in the State of Illinois.

4. **Amendments Relating to Additional Sellers.**

a. Section 6.10 of the Merger Agreement is hereby amended and restated in its entirety as follows:

Additional Sellers. It is anticipated that Sellers may transfer a portion of their Company Capital Stock to each of their respective spouses, and the Company may issue shares to Bruce Daniel ("Mr. Daniel") prior to Closing; provided that the portion of Company Capital Stock issued to Mr. Daniel shall be less than 10% in the aggregate. Sellers shall provide evidence of such transfer satisfactory to Buyer, and each of Grace VanWingerden, Dawn VanWingerden (collectively, the "Additional Sellers"), and Mr. Daniel shall execute a counterpart signature page to this Agreement, whereby he or she will agree to be bound by the terms, conditions and obligations herein and make the representations of Sellers herein as though an original party hereto, and Sellers shall update Schedule 4.4 to reflect such issuance of Company Capital Stock. Sellers contemplate that in connection with the transfer of Company Capital Stock to Mr. Daniel, prior to Closing, the Sellers will make a loan to Mr. Daniel (the "Daniel Loan"), which loan arrangement shall be documented in a form reasonably acceptable to Buyer and on the condition that such Daniel Loan must be paid in full at Closing.

b. Section 7.1 of the Merger Agreement is hereby amended by adding the following clauses (q) and (r):

(q) Payoff of Daniel Loan. The Daniel Loan shall be paid in full at Closing in accordance with a Letter of Direction in a form substantially the same as the attached. Such payoff of the Daniel Loan shall satisfy the Daniel Loan in full or shall otherwise be satisfactory to Buyer.

(r) Stock Valuation. Sellers and the Company shall have delivered to

Buyer a valuation report with respect to the Company Capital Stock prepared by Blue and Co. in a form satisfactory to Buyer, provided, however, that Buyer's acceptance of such valuation shall not (i) indicate Buyer's acceptance of the conclusions stated therein, (ii) bind Buyer to file any Tax Returns in a manner consistent with such valuation or to defend such valuation in any Tax audit or similar proceeding (provided that Sellers, at their cost, may defend such valuation in a Tax Audit or similar proceeding), (iii) preclude Buyer from obtaining a separate valuation of the Company Capital Stock, or (iv) preclude Buyer from causing the Company to file Tax Returns (including amended Tax Returns for pre-Closing Tax periods) reflecting the conclusions in the separate valuation obtained by Buyer; provided that Buyer may only file or cause to be filed such amended returns in connection with a Tax Audit or similar proceeding, after Sellers have been provided a good faith opportunity to defend in good faith Blue and Co.'s valuation. Sellers agree to cooperate with Buyer and its Affiliates in the filing of any amended Tax Returns as required by this Section 7.1(r).

(s) Schedule with Respect To Taxes. Sellers shall have delivered a schedule of any Taxes payable by the Company and Mr. Daniel with respect to the Company's stock issuance and any bonus payment made to Mr. Daniel under that certain Grant and Cash Bonus Agreement between the Company and Mr. Daniel in accordance with Section 9.9 of this Agreement in a form satisfactory to Buyer; provided, however, that Buyer's acceptance of such schedule shall not indicate Buyer's acceptance of the amounts stated therein or limit Buyer's rights under Section 7.1(r). At Closing, Sellers (including Mr. Daniel) shall deliver to Buyer a certificate (in form satisfactory to Buyer) certifying to Buyer and the Company that all Taxes indicated pursuant to such schedule have been paid in full prior to Closing.

- c. The following Section 9.9 is hereby added to the Merger Agreement:

Section 9.9 Taxes on Payments to Mr. Daniel. The Sellers and Mr. Daniel are responsible for any and all Taxes (including, but not limited to any income Taxes, income Tax withholding and employment Taxes) relating to the Company's stock issuance and any bonus payment made to Mr. Daniel under that certain Grant and Cash Bonus Agreement between the Company and Mr. Daniel. The Sellers and/or Mr. Daniel shall fund such Tax payments prior to or concurrent with the Closing (or, to the extent such funds provided by the Sellers and/or Mr. Daniel are insufficient, upon demand of Buyer), and shall also indemnify the Company and Buyer for all such Taxes (including, without limitation, any Taxes imposed as a result of any amended Tax Returns filed by the Company in compliance with Section 7.1(r)). The Sellers, Mr. Daniel, the Company, and the Buyer shall agree on the amount of such Taxes prior to the Closing, and the Sellers shall provide a schedule of such Tax calculations in a form satisfactory to Buyer in accordance

with Section 7.1(s) of this Agreement.

d. The following clause (iv) is added to Section 10.1(c) of the Merger Agreement:

and (iv) imposed on the Company with respect to any payments or stock issuances to Mr. Daniel described in this Agreement.

5. **Amendments Relating to the LUST Matter.**

The following Section 9.8 is hereby added to the Merger Agreement:

Sellers have informed Buyer that they do not anticipate needing to conduct further testing or remediation work at the Property after Closing in order to close the LUST Matter pursuant to Section 6.11. In the event that Sellers do require such access to the Property after Closing, Sellers will execute a customary access and indemnity agreement with Buyer and the Company in form reasonably acceptable to Buyer with respect to granting access for such further testing or remediation work to be conducted on the Property for closure of the LUST Matter.

6. **Schedule Updates.** As of prior to Closing, immediately upon the Additional Sellers joining the Merger Agreement as contemplated by Section 6.10 of the Merger Agreement, Schedule 2.2, Schedule 3.2 and Schedule 4.4 of the Merger Agreement shall be deemed to be amended as provided in the attached amended disclosure schedules and Buyer hereby consents to such amendments pursuant to Section 6.5.

7. **Affirmation.** This Amendment is to be read and construed with the Merger Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Merger Agreement shall remain in full force and effect in accordance with their terms.

8. **Defined Terms.** All terms not herein defined shall have the meanings ascribed to them in the Merger Agreement.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Further, the parties agree that this Amendment may be executed and delivered by facsimile or e-mail transmission.

10. **Entire Agreement.** This Amendment, together with the Merger Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or waived except as set forth in writing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 and Joinder to Agreement and Plan of Merger effective as of the date first written above.

BUYER:

MICHICANN MEDICAL INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

MERGER SUB:

RWB ACQUISITION SUB, INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

SELLERS:

By: "Arthur VanWingerden"
Name: Arthur VanWingerden

By: "Ken VanWingerden"
Name: Ken VanWingerden

COMPANY:

MID-AMERICAN GROWERS, INC.

By: "Arthur VanWingerden"
Name: Arthur VanWingerden
Title: Co-President

Schedule 2.2

Closing Distributions and Payments

For purposes of the cash payment payable pursuant to Section 2.2(b)(i):

| Payee | \$ Portion | Address | Wire Transfer Instructions |
|----------------------|-------------------|----------------|-----------------------------------|
| Arthur VanWingerden | \$141,317.815 | (REDACTED) | (REDACTED) |
| Kenneth VanWingerden | \$141,317.815 | (REDACTED) | (REDACTED) |
| Dawn VanWingerden | \$141,317.815 | (REDACTED) | (REDACTED) |
| Grace VanWingerden | \$141,317.815 | (REDACTED) | (REDACTED) |
| Bruce Daniel | \$100,000.00 | (REDACTED) | (REDACTED) |

For other payments or RWB Stock issuances under the Merger Agreement:

| Payee | Pro Rata Percentage | Address | Wire Transfer Instructions |
|----------------------|----------------------------|----------------|-----------------------------------|
| Arthur VanWingerden | 24.35% | (REDACTED) | (REDACTED) |
| Kenneth VanWingerden | 24.35% | (REDACTED) | (REDACTED) |
| Dawn VanWingerden | 24.35% | (REDACTED) | (REDACTED) |
| Grace VanWingerden | 24.35% | (REDACTED) | (REDACTED) |

Error! Unknown document property name.

32926947

| | | | |
|--------------|------|-------------------|-------------------|
| | | | |
| Bruce Daniel | 2.6% | (REDACTED) | (REDACTED) |

This Schedule 2.2 is subject to that Letter of Direction to be delivered to Buyer by Arthur VanWingerden and Kenneth VanWingerden with respect to Bruce Daniel at or prior to Closing.

Schedule 3.2

Title to Company Capital Stock

| Seller | Shares | Certificate Number |
|----------------------|---------------|---------------------------|
| Arthur VanWingerden | 62.5 | 144 |
| Kenneth VanWingerden | 62.5 | 145 |
| Dawn VanWingerden | 62.5 | 146 |
| Grace VanWingerden | 62.5 | 147 |
| Bruce Daniel | 6.6735 | 148 |

Schedule 4.4

Capitalization; Title to Company Capital Stock

| Shareholder | Address | Shares Owned |
|--------------------|-------------------|---------------------|
| Art VanWingerden | (REDACTED) | 62.5 |
| Ken VanWingerden | (REDACTED) | 62.5 |
| Dawn VanWingerden | (REDACTED) | 62.5 |
| Grace VanWingerden | (REDACTED) | 62.5 |
| Bruce Daniel | (REDACTED) | 6.6735 |

AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER (this “Amendment”) is made effective as of November 1, 2019, by and among Michicann Medical Inc., Mid-American Growers, Inc., RWB Acquisition Sub, Inc. and Arthur VanWingerden and Ken VanWingerden, the sellers.

BACKGROUND

WHEREAS, the parties entered into that certain Agreement and Plan of Merger, dated as of October 9, 2019 (as amended, the “Merger Agreement”); and

WHEREAS, the parties desire to amend certain terms and conditions of the Merger Agreement as set forth herein in accordance with the terms of Section 11.4 of the Merger Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Amendments to the Merger Agreement.

a. Section 2.2(a) of the Merger Agreement is hereby deleted and replaced by the following:

“(i) Within two (2) Business Days of execution of this Agreement, Buyer shall pay to Sellers a cash payment equal to \$5,000,000 and (ii) on or around November 1, 2019, Buyer shall pay to Sellers a cash payment equal to \$3,000,000 (together, the payments under clauses (i) and (ii), the “Deposit”), which Deposit shall be applied toward the Aggregate Purchase Price at Closing, or should the Closing not occur and this Agreement is terminated, such Deposit shall be fully refundable to Buyer by Sellers in accordance with Section 8.3.”

b. Section 8.1(d) of the Merger Agreement is hereby amended by replacing the date “October 31, 2019” with the date “December 31, 2019.”

2. Affirmation. This Amendment is to be read and construed with the Merger Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Merger Agreement shall remain in full force and effect in accordance with their terms. The parties acknowledge that Buyer previously paid to Sellers the \$5,000,000 portion of the Deposit referenced above.

3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Merger Agreement.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of

which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Further, the parties agree that this Amendment may be executed and delivered by facsimile or e-mail transmission.

5. **Entire Agreement.** This Amendment, together with the Merger Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended or waived except as set forth in writing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 effective as of the date first written above.

BUYER:

MICHICANN MEDICAL INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

MERGER SUB:

RWB ACQUISITION SUB, INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 effective as of the date first written above.

SELLERS:

By: "Arthur VanWingerden"
Name: Arthur VanWingerden

By: "Ken VanWingerden"
Name: Ken VanWingerden

COMPANY:

MID-AMERICAN GROWERS, INC.

By: "Arthur VanWingerden"
Name: Arthur VanWingerden
Title: Co-President

AGREEMENT AND PLAN OF MERGER

by and among

MICHICANN MEDICAL INC.,

MID-AMERICAN GROWERS, INC.,

RWB ACQUISITION SUB, INC.,

and

THE SELLERS PARTY HERETO

October 9, 2019

TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE I. THE MERGER | 2 |
| 1.1. The Merger..... | 2 |
| 1.2. Conversion of Shares | 3 |
| 1.3. Dissenters' Rights. | 4 |
| 1.4. Estimated Closing Statement | 4 |
| 1.5. Purchase Price..... | 5 |
| ARTICLE II. CLOSING; PAYMENT OF CONSIDERATION; CLOSING DELIVERABLES | 5 |
| 2.1. Closing | 5 |
| 2.2. Aggregate Purchase Price Distributions and Payments | 5 |
| 2.3. Post-Closing Cash Adjustments..... | 6 |
| 2.4. Consulting Payment..... | 7 |
| 2.5. Tax Withholding | 8 |
| 2.6. Closing Deliveries of Sellers | 8 |
| 2.7. Closing Deliveries of Buyer and Merger Sub..... | 11 |
| ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLERS | 11 |
| 3.1. Authority | 11 |
| 3.2. Title to Company Capital Stock..... | 11 |
| 3.3. Noncontravention..... | 11 |
| 3.4. Litigation..... | 12 |
| 3.5. Investment..... | 12 |
| ARTICLE IV. REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY | 13 |
| 4.1. Authority | 13 |
| 4.2. Organization and Qualification of the Company | 13 |
| 4.3. Noncontravention..... | 13 |
| 4.4. Capitalization; Title to Company Capital Stock | 14 |
| 4.5. Absence of Certain Developments..... | 14 |
| 4.6. Compliance with Applicable Laws | 16 |
| 4.7. Financial Statements. | 16 |
| 4.8. Assets. | 17 |
| 4.9. Taxes | 18 |
| 4.10. Contracts. | 20 |
| 4.11. Real Property. | 21 |
| 4.12. Litigation..... | 22 |
| 4.13. Intellectual Property..... | 23 |
| 4.14. Insurance Policies | 24 |
| 4.15. Licenses and Permits..... | 24 |

| | | |
|---|---|-----------|
| 4.16. | Welfare and Benefit Plans..... | 24 |
| 4.17. | Health, Safety and Environment..... | 26 |
| 4.18. | Employees..... | 26 |
| 4.19. | Affiliate Transactions..... | 27 |
| 4.20. | Books and Records..... | 27 |
| 4.21. | Broker Fees..... | 27 |
| ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER AND MERGER SUB..... | | 28 |
| 5.1. | Organization..... | 28 |
| 5.2. | Authorization..... | 28 |
| 5.3. | Noncontravention..... | 28 |
| 5.4. | Capitalization..... | 29 |
| 5.5. | Brokers or Finders..... | 29 |
| ARTICLE VI. COVENANTS PRIOR TO CLOSING..... | | 30 |
| 6.1. | General..... | 30 |
| 6.2. | Notices and Consents..... | 30 |
| 6.3. | Conduct of Business by the Parties..... | 30 |
| 6.4. | Access..... | 31 |
| 6.5. | Schedule Updates..... | 31 |
| 6.6. | Notice of Material Developments..... | 31 |
| 6.7. | Exclusivity..... | 31 |
| 6.8. | Tax Covenant..... | 32 |
| 6.9. | Pre-Closing Restructuring Transactions..... | 32 |
| 6.10. | Additional Seller..... | 32 |
| 6.11. | Open LUST File..... | 32 |
| ARTICLE VII. CONDITIONS TO CLOSING..... | | 33 |
| 7.1. | Conditions to Buyer's and Merger Sub's Obligations..... | 33 |
| 7.2. | Conditions to the Company's and Sellers' Obligations..... | 35 |
| 7.3. | Mutual Conditions to the Parties' Obligations..... | 36 |
| ARTICLE VIII. TERMINATION..... | | 36 |
| 8.1. | Termination..... | 36 |
| 8.2. | Effect of Termination..... | 37 |
| 8.3. | Return of Deposit..... | 37 |
| ARTICLE IX. POST-CLOSING COVENANTS..... | | 37 |
| 9.1. | Tax Matters..... | 37 |
| 9.2. | Restrictive Covenants..... | 40 |
| 9.3. | Further Assurances..... | 42 |
| 9.4. | Release..... | 42 |

| | | |
|---|---|-----------|
| 9.5. | Company Name | 44 |
| 9.6. | Hemp Operations Payable..... | 44 |
| 9.7. | Consulting Shares | 44 |
| ARTICLE X. INDEMNIFICATION | | 44 |
| 10.1. | Indemnification by the Sellers | 44 |
| 10.2. | Indemnification by Buyer | 45 |
| 10.3. | Third Party Claims | 46 |
| 10.4. | Direct Claims | 47 |
| 10.5. | Failure to Give Timely Notice | 47 |
| 10.6. | Survival of Representations and Warranties..... | 47 |
| 10.7. | Certain Limitations and Exceptions..... | 48 |
| 10.8. | Manner of Payment..... | 49 |
| 10.9. | Allocation of Indemnification Payments | 49 |
| ARTICLE XI. MISCELLANEOUS..... | | 49 |
| 11.1. | Notices, Consents, Etc | 49 |
| 11.2. | Public Announcements | 50 |
| 11.3. | Severability | 50 |
| 11.4. | Amendment and Waiver | 50 |
| 11.5. | Counterparts | 51 |
| 11.6. | Expenses | 51 |
| 11.7. | Headings | 51 |
| 11.8. | Assignment | 51 |
| 11.9. | Definitions..... | 51 |
| 11.10. | Entire Agreement..... | 58 |
| 11.11. | Third Parties..... | 58 |
| 11.12. | Interpretative Matters..... | 58 |
| 11.13. | Knowledge | 58 |
| 11.14. | No Strict Construction | 59 |
| 11.15. | Jurisdiction and Governing Law | 59 |
| 11.16. | Service of Process | 59 |
| 11.17. | WAIVER OF JURY TRIAL..... | 59 |
| 11.18. | Schedules | 59 |
| 11.19. | Consent and Waiver..... | 60 |
| 11.20. | Special Rule for Fraud | 60 |
| 11.21. | Specific Performance | 60 |

EXHIBITS AND SCHEDULES

Exhibits:

| | |
|-----------|--|
| Exhibit A | Pre-Closing Restructuring Transactions |
| Exhibit B | Form of Real Estate Purchase Agreement |

Schedules:

| | |
|------------------|--|
| Schedule 2.2 | Closing Distributions and Payments |
| Schedule 2.6 | Third Party Consents |
| Schedule 3.2 | Title to Company Capital Stock |
| Schedule 3.3 | Noncontravention |
| Schedule 4.2 | Organization and Qualification of the Company |
| Schedule 4.3 | Noncontravention |
| Schedule 4.4 | Capitalization; Title to Company Capital Stock |
| Schedule 4.5 | Absence of Certain Developments |
| Schedule 4.6 | Compliance with Applicable Laws |
| Schedule 4.7 | Financial Statements |
| Schedule 4.7(e) | Indebtedness |
| Schedule 4.8 | Assets |
| Schedule 4.9 | Taxes |
| Schedule 4.9(j) | Tax Returns |
| Schedule 4.10 | Contracts |
| Schedule 4.11 | Real Property |
| Schedule 4.12 | Litigation |
| Schedule 4.13 | Intellectual Property |
| Schedule 4.14 | Insurance Policies |
| Schedule 4.15 | Licenses and Permits |
| Schedule 4.16 | Welfare and Benefit Plans |
| Schedule 4.17 | Health, Safety and Environment |
| Schedule 4.18 | Employees |
| Schedule 4.19 | Affiliate Transactions |
| Schedule 4.21 | Broker Fees |
| Schedule 5.4 | Capitalization |
| Schedule 5.6 | Compliance with Applicable Laws |
| Schedule 5.7 | Financial Statements |
| Schedule 10.1(g) | Specific Indemnity Items |

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is entered into as of October 9, 2019, by and among Mid-American Growers, Inc., a Delaware corporation (the “Company”), Michicann Medical Inc. (“Buyer” or “Michicann”), RWB Acquisition Sub, Inc., a Delaware corporation and a wholly owned Subsidiary of Buyer (“Merger Sub”), and each of Arthur VanWingerden and Ken VanWingerden (each a “Seller” and together, the “Sellers”).

PREAMBLE

WHEREAS, Sellers own all of the issued and outstanding Equity Interests of the Company.

WHEREAS, the Company is engaged in the business in the State of Illinois of large scale outdoor farming and indoor greenhouse cultivation facilities, including hemp cultivation and processing (the “Business”).

WHEREAS, prior to the Closing Date, the Company and Sellers entered into various restructuring transactions as more fully described on Exhibit A attached hereto (the “Pre-Closing Restructuring Transactions”), whereby Sellers caused the Company to transfer and assign certain assets of the Company to a newly formed subsidiary of the Company (“RetainCo”), caused RetainCo to assume and accept, certain assets and Liabilities of the Business, and caused the Company to distribute all of the equity interest in RetainCo to Sellers and Sellers caused the transfer of certain other assets used in the Business to the Company.

WHEREAS, Buyer, Sellers and the Company intend to effect a merger of Merger Sub with and into the Company upon the terms and conditions set forth in this Agreement and in accordance with the Delaware Corporation Law (the “Merger”). Upon consummation of the Merger, Merger Sub will cease to exist and the Company will become a wholly owned subsidiary of Buyer.

WHEREAS, the boards of directors (or equivalent governing body) of the Company, Buyer, and Merger Sub have approved this Agreement and the Merger.

WHEREAS, the board of directors of the Company has declared that it is advisable that this Agreement and the transactions contemplated hereby be adopted and approved by Sellers in their capacity as the stockholders of the Company.

WHEREAS, the board of directors of Merger Sub has determined that it is advisable that this Agreement and the transactions contemplated hereby be adopted and approved by Buyer in its capacity as the sole stockholder of Merger Sub. Merger Sub and the Company are hereinafter sometimes referred to collectively as the “Constituent Corporations.”

WHEREAS, the authorized Equity Interests of the Company consists of 1,000 shares of common stock, par value \$5.00 per share (the “Company Capital Stock”).

WHEREAS, the authorized capital stock of Merger Sub consists of 5,000 shares of common stock, par value \$0.01 per share (the “Merger Sub Common Stock”), 100 of which are issued and outstanding and owned by Buyer.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

THE MERGER

1.1. The Merger. On and subject to the terms and conditions contained herein, at the Effective Time, Merger Sub shall be merged with and into the Company, with the Company being the surviving corporation in the Merger (the Company, as the surviving corporation after the Merger, is sometimes referred to herein as the “Surviving Corporation”).

(a) Consummation of the Merger. On the Closing Date, subject to satisfaction or waiver of the conditions specified in ARTICLE VII hereof, the Company and Merger Sub shall, and Buyer shall cause Merger Sub to execute a certificate of merger (the “Certificate of Merger”) in accordance with the relevant provisions of Delaware Corporation Law and cause the Certificate of Merger to be filed with the Secretary of State of the State of Delaware. The Merger shall be effective at such time as may be specified in the Certificate of Merger by mutual agreement of Merger Sub and the Company (the “Effective Time”).

(b) Effect of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of Delaware Corporation Law. Without limiting the generality of the foregoing, from and after the Effective Time, the Surviving Corporation shall possess all properties, rights, privileges, powers and franchises of the Company and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of the Company and Merger Sub shall become the claims, obligations, liabilities, debts and duties of the Surviving Corporation.

(c) Articles of Incorporation. At the Effective Time, the articles of incorporation of Merger Sub as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with the terms thereof or as provided by applicable Law; provided that the name of the corporation set forth therein shall be changed to the name of the Company.

(d) By Laws. At the Effective Time, the bylaws of Merger Sub as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended with the terms thereof or as provided by applicable Law; provided that the name of the corporation set forth therein shall be changed to the name of the Company.

(e) Directors. The directors of Merger Sub, as of the Effective Time, shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation or until their earlier resignation or removal or as otherwise provided by applicable Law.

(f) Officers. The officers of Merger Sub, as of the Effective Time, shall be the officers of the Surviving Corporation until their successors are duly elected and qualified in the

manner provided in the articles of incorporation and bylaws of the Surviving Corporation or until their earlier resignation or removal or as otherwise provided by applicable Law.

(g) Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in Law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of the Constituent Corporations acquired or to be acquired by reason of, or as a result of, the Merger or to otherwise carry out the purposes of this Agreement or effect the Merger, the Surviving Corporation and its officers and directors shall execute and deliver all such deeds, assignments and assurances in Law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Corporation, and the officers and directors of the Constituent Corporations and the officers and directors of the Surviving Corporation are fully authorized in the name of the Constituent Corporations or otherwise to take any and all such action solely for the purposes set forth in this Section 1.1(g).

1.2. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Buyer, Merger Sub, the Company or the holders of any of the securities described below:

(a) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into one (1) validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

(b) Except as otherwise provided herein, the Company Capital Stock issued and outstanding immediately prior to the Effective Time (other than (x) shares of Company Capital Stock cancelled pursuant to Section 1.2(c) and (y) Dissenting Shares) shall be converted into the right to receive, upon delivery and surrender of the Certificates formerly representing the issued and outstanding Company Capital Stock, the Estimated Merger Consideration (subject to Sections 2.2, 2.3 and 2.4), and such share of Company Capital Stock after such conversion shall automatically be cancelled and retired and shall cease to exist.

(c) Each share of Company Capital Stock held in the treasury of the Company and each share of Company Capital Stock owned or held, directly or indirectly, by the Company immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist without any conversion thereof and no payment of cash or any other consideration or distribution shall be made with respect thereto.

(d) As of the Effective Time, each holder of a certificate representing a share of Company Capital Stock (each such certificate, a "Certificate") (other than a Certificate representing Dissenting Shares, the treatment of which is addressed in Section 1.3) shall cease to have any rights with respect thereto and any shares of Company Capital Stock that were represented thereby prior to the Effective Time, except the right to receive, upon surrender of such Certificate, a portion, without interest, in accordance with this Agreement, of the Estimated Merger Consideration (subject to Sections 2.2, 2.3 and 2.4). Surrendered Certificates shall forthwith be cancelled by the Surviving Corporation.

(e) None of the Surviving Corporation, Buyer, or Merger Sub shall be liable to any Person in respect of amounts paid to a public official to the extent required under any applicable abandoned property, escheat or similar Law.

1.3. Dissenters' Rights.

(a) Each issued and outstanding share of Company Capital Stock that is held by a Person who has not voted in favor of the Merger or consented thereto in writing or executed an enforceable waiver of dissenters' rights to the extent permitted by applicable Law and, in the case of any Person required to have exercised dissenters' rights under Section 262 of the Delaware Corporation Law as of the Effective Time of the Merger in order to preserve such rights, with respect to which dissenters' rights under the Delaware Corporation Law have been properly exercised, shall not be converted into the right to receive any portion of the Estimated Merger Consideration and shall be converted into the right to receive payment from the Surviving Corporation with respect thereto as provided by the Delaware Corporation Law, unless and until the holder of any such share shall have failed to perfect or shall have effectively withdrawn or lost his, her or its right to appraisal and payment under the Delaware Corporation Law, in which case such share shall thereupon be deemed, as of the Effective Time, to have been cancelled and retired and to have ceased to exist and been converted into the right to receive, upon surrender of such Certificate, a portion, without interest, in accordance with this Agreement, of the Estimated Merger Consideration. From and after the Effective Time, no stockholder who has demanded dissenters' rights shall be entitled to vote his, her or its shares of Company Capital Stock for any purpose or to receive payment of dividends or other distributions on his, her or its shares (except dividends or other distributions payable to stockholders of record at a date prior to the Effective Time, or dividends that accrued thereon prior to the Effective Time). Any shares of Company Capital Stock for which dissenters' rights have been properly exercised, and not subsequently withdrawn, lost or not perfected, are referred to herein as "Dissenting Shares."

(b) The Company shall give Buyer (a) prompt notice and a copy of any Company stockholder's demand for payment or objection to the Merger, of any request to withdraw a demand for payment and of any other instrument delivered to it pursuant to Delaware Corporation Law and (b) the opportunity to direct all negotiations and proceedings with respect to such demands, objections and requests. Except with the prior written consent of Buyer, the Company shall not make any payment with respect to any such demands, objections and requests and shall not settle (or offer to settle) any such demands, objections and requests or approve any withdrawal of the same.

1.4. Estimated Closing Statement. Sellers shall deliver to Buyer, at least three (3) business days prior to the Closing Date, a statement (the "Estimated Closing Statement") setting forth its calculation of (i) the estimated Net Working Capital of the Company as of the Adjustment Calculation Time (the "Estimated Net Working Capital"), (ii) the estimated Seller Transaction Expenses (the "Estimated Seller Transaction Expenses") and (iii) the resulting calculation of the Estimated Merger Consideration. The Estimated Closing Statement shall have been prepared in accordance with GAAP, and in good faith in accordance with the terms of this Agreement and shall be reasonably satisfactory to Buyer. Buyer and its representatives shall have been given reasonable access to the books and records of the Company relating to the Estimated Closing Statement.

1.5. Purchase Price. The aggregate purchase price for the Company Capital Stock (the “Aggregate Purchase Price”) is the Estimated Merger Consideration, subject to Sections 2.2, 2.3 and 2.4.

ARTICLE II.

CLOSING; PAYMENT OF CONSIDERATION; CLOSING DELIVERABLES

2.1. Closing. Subject to the conditions set forth herein, the consummation of the transactions that are the subject of this Agreement (the “Closing”) shall occur at the offices of Honigman LLP, 660 Woodward Avenue, 2290 First National Building, Detroit, Michigan 48226, or at such other place as Buyer and Sellers may mutually agree upon in writing, or remotely by mail, facsimile, e-mail and/or wire transfer, in each case to the extent acceptable to the parties hereto, at 10:00 a.m., Detroit time, on the second business day after satisfaction of the conditions set forth in Article VI (other than those to be satisfied at the Closing, but subject to their satisfaction or waiver at the Closing). The date on which the Closing is to occur is herein referred to as the “Closing Date.” Regardless of the actual time of the Closing, except as otherwise expressly provided herein, for tax and accounting purposes, the Closing shall be deemed effective as of close of the day immediately preceding the Closing Date (the “Tax Effective Time”).

2.2. Aggregate Purchase Price Distributions and Payments.

(a) Within two (2) Business Days of execution of this Agreement, Buyer shall pay to Sellers a cash payment equal to \$5,000,000 (the “Deposit”), which Deposit shall be applied toward the Aggregate Purchase Price at Closing, or should the Closing not occur and this Agreement is terminated, such Deposit shall be fully refundable to Buyer by Sellers in accordance with Section 8.3.

(b) At the Closing, Sellers shall deliver and surrender to Buyer (or to Buyer’s agent) the Certificates formerly representing the issued and outstanding Company Capital Stock.

(c) At the Closing, Buyer shall deliver to the applicable party listed below the following:

(i) to Sellers, a cash payment equal to the Estimated Merger Consideration, minus the Deposit, minus the Post-Closing Cash Consideration by wire transfer of immediately available funds to the account or accounts designated by Sellers on Schedule 2.2; and

(ii) At Buyer’s election, Buyer shall cause the refinancing of the Specified Indebtedness in connection with the Closing (or, if permissible, the parties shall cause the Company shall to retain the Specified Indebtedness at the Closing, in either case, Specified Indebtedness shall be deemed paid by Buyer as a result of such refinancing or assumption; and

(iii) Buyer shall pay, or cause to be paid, on behalf of Sellers, the Estimated Seller Transaction Expenses by wire transfer of immediately available funds as directed by Sellers.

(iv) Buyer will deliver to Sellers the Stock Consideration (which will equal the right to receive 19,800,000 shares of RWB Stock, pursuant to an instrument(s) reasonably and mutually acceptable to the Parties, which will provide for the actual issuance of RWB Stock on or after January 1, 2020 (the “RWB Stock Issuance Right”), subject to and following completion of the RTO, by depositing such RWB Stock Issuance Right into an escrow account subject and pursuant to the Lock-Up Escrow Agreement, and following the Closing, the RWB Stock Issuance Right, and any RWB Stock issued pursuant to the RWB Stock Issuance Right) will be released to Sellers pursuant to and in accordance with the distribution schedule set forth in the Lock-Up Escrow Agreement, with such legends as may be required by applicable securities laws. The RWB Stock Issuance Right will be reduced by the number of shares of RWB Stock issued to Anne Hyde as Consulting Shares.

(d) Additional Cash Payment. On the date that is thirty (30) days following the Closing Date, Buyer shall deliver to Sellers, a cash payment equal to the Post-Closing Cash Consideration by wire transfer of immediately available funds to the account or accounts designated by Sellers on Schedule 2.2.

2.3. Post-Closing Cash Adjustments.

(a) Final Closing Statement. As soon as practicable (but not later than one hundred twenty (120) days) following the Closing Date, Buyer shall prepare and deliver to Sellers a statement (the “Closing Statement”) setting forth its calculation of (i) the Net Working Capital of the Company as of the Adjustment Calculation Time (the “Final Net Working Capital”), and (ii) the Seller Transaction Expenses (the “Final Seller Transaction Expenses”), along with the portion of such expenses attributable to the Company (the “Final Seller Transaction Expenses”) and (iv) the resulting calculation of the Final Merger Consideration. The Closing Statement shall be prepared in accordance with GAAP.

(b) Protest Notice. Within thirty (30) days following delivery of the Closing Statement, Sellers may deliver written notice (the “Closing Statement Protest Notice”) to Buyer of any disagreement that Sellers may have as to any amount included in or omitted from the Closing Statement. Such Closing Statement Protest Notice shall set forth in reasonable detail the basis of such disagreement together with the amount(s) in dispute. The failure of Sellers to deliver such Closing Statement Protest Notice within the prescribed time period will constitute Sellers’ acceptance of the Closing Statement as determined by Buyer and shall be deemed final and binding upon the parties hereto. Sellers and their representatives shall be given reasonable access to the books and records relating to the Closing Statement for the purpose of verifying the Closing Statement and Buyer shall use commercially reasonable efforts to make its financial staff and advisors (with respect to the Business) available to Sellers and their accountants and other representatives upon written request, and upon reasonable advance notice and during normal business hours during the review by them of the Closing Statement and the calculation of the Final Net Working Capital and Final Seller Transaction Expenses and the resolution by Buyer and Sellers of any objections thereto.

(c) Resolution of Protest. If Buyer and Sellers are unable to resolve any disagreement as to any amount included in or omitted from the Closing Statement within fifteen (15) days following Buyer’s receipt of the Closing Statement Protest Notice, then the amounts in

dispute will be promptly referred to a nationally or regionally recognized firm of independent certified public accountants as mutually agreed upon by Buyer and Sellers (the “Accountants”) for final arbitration, to take place within forty-five (45) days after submitting the matter to the Accountants, which arbitration shall be final and binding on the parties hereto. The Accountants shall act as an arbitrator to determine, based solely on presentations by Buyer and Sellers, and not by independent review, only those amounts still in dispute. With respect to its determination of each disputed item, the Accountants will exercise its discretion independently to resolve only the disputed items submitted to it within the range of differences between Buyer and Sellers. Buyer and Sellers agree to execute, if requested by the Accountants, a reasonable engagement letter. The fees and expenses of the Accountants shall be paid by Sellers, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to Sellers or Buyer, respectively, bears to the aggregate amount actually contested by Sellers and Buyer. The term “Final Closing Statement,” as used in this Agreement, shall mean the definitive Closing Statement accepted by Sellers or agreed to by Sellers and Buyer in accordance with Section 2.3(b) or the definitive Final Closing Statement resulting from the determinations made by the Accountants in accordance with this Section 2.3(c) (in addition to those items theretofore accepted by Sellers or agreed to by Sellers).

(d) Payment. Within five (5) days of the determination of the Final Closing Statement:

(i) if the Final Merger Consideration as set forth on the Final Closing Statement is less than the Estimated Merger Consideration, Buyer and Sellers agree that the amount of such shortfall (the “Merger Shortfall Amount”) shall be paid by Sellers to Buyer by wire transfer of immediately available funds to the account(s) designated by Buyer; and

(ii) if the Final Merger Consideration as set forth on the Final Closing Statement is greater than the Estimated Merger Consideration, Buyer and Sellers agree that the amount of such excess (the “Merger Excess Amount”) shall be paid by Buyer to Sellers by wire transfer of immediately available funds to the account(s) designated by Sellers.

2.4. Consulting Payment.

(a) Subject to the terms and conditions set forth in the Consulting Agreement and this Section 2.4, following the Closing, a to-be-formed company directly owned by Sellers and certain other individuals acceptable to Buyer (provided that such each such individual is an “accredited investor” within the meaning of Rule 501(a) of Regulation D promulgated under the U.S. securities laws and each executes a certificate or other document pursuant to which such individual makes similar “Investment” representations as Sellers) (“Consulting Affiliate”) shall be eligible to receive 3,960,000 shares of RWB Stock, which is an aggregate number of shares of RWB Stock equal to the quotient of \$15,000,000, multiplied by a 1.32 exchange rate) divided by the Fixed Stock Price, subject to satisfying the Milestones set forth in the Consulting Agreement (the “Consulting Payment”). The Consulting Payment, if any, shall be calculated as set forth in this Section 2.4.

(b) If the Milestones are satisfied, then Buyer shall make the Consulting Payment to Consulting Affiliate, subject to the terms of a Lock-Up Escrow Agreement; provided

that the Consulting Payment will be made only in the form of whole shares and any fractional shares shall be rounded down to the nearest whole share.

(c) Subject to the terms of this Section 2.4, the issuance of the RWB Stock for the Consulting Payment shall occur as soon as reasonably practicable (subject to compliance with the requirements and procedures under applicable law) after satisfaction of the Milestones in accordance with this Section 2.4 and the Consulting Agreement.

(d) The right of Consulting Affiliate to receive any portion of the Consulting Payment (i) is solely a contractual right and is not a security for purposes of any federal or state securities Laws (and shall confer upon Sellers and Consulting Affiliate only the rights of a general unsecured creditor under applicable state Law), (ii) will not be represented by any form of certificate or instrument, (iii) does not give Sellers and Consulting Affiliate any dividend rights, voting rights, liquidation rights, preemptive rights or other rights common to holders of Buyer's equity securities, (iv) is not redeemable and (v) may not be sold, assigned, pledged, gifted, conveyed, transferred or otherwise disposed of (a "Transfer"), except by operation of Law (and any Transfer in violation of this Section 2.4(d) shall be null and void).

2.5. Tax Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer (or its designee) and the Company shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer or the Company, as applicable, is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. If Buyer determines that Tax withholding is required pursuant to this Section 2.5, Buyer shall provide notice thereof to Sellers reasonably promptly following such determination. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made. Buyer shall cooperate with any reasonable request from the Sellers to avoid or minimize any Tax withholding from the cash consideration payable pursuant to this Agreement; provided that Sellers shall reimburse Buyer for any reasonable expenses actually incurred by Buyer in providing such cooperation to the extent such cooperation is not otherwise contemplated by Buyer's covenants or deliveries hereunder.

2.6. Closing Deliveries of Sellers. At the Closing, Sellers will execute and deliver or cause to be executed and delivered, as applicable, to Buyer:

(a) Specified Indebtedness. Evidence that the Specified Indebtedness has been assumed by the Company to the satisfaction of Buyer or a payoff letter from the holder of the Specified Indebtedness for purposes of Buyer's refinancing of such Specified Indebtedness, which in either case, includes evidence of the release or discharge of such financing statements and other Liens on or against or affecting the Company Capital Stock, the Company and any assets of the Business in connection with such Specified Indebtedness, in form and substance satisfactory to Buyer;

(b) Other Payoff Letters and Lien Discharges. A payoff letter from each holder of Indebtedness of the Company or by which the Company's assets or properties or Company Capital Stock are affected or bound (other than the Specified Indebtedness and the Hemp

Operations Payable), indicating that upon payment of a specified amount such holder such Indebtedness shall be paid in full and all security interests and Liens shall be release, including the filing of Uniform Commercial Code Termination Statements, or such other documents or endorsements necessary to release of record the security interests of all such holders, and evidence of the release or discharge of such financing statements and or other Liens of such holders, in form and substance satisfactory to Buyer;

(c) Lien Discharges. Evidence of the release or discharge of all Liens on or against or affecting the Company Capital Stock (including Liens on or against Sellers), the Company and on any assets of the Business, in form and substance satisfactory to Buyer;

(d) Resolutions. Certified copies of the resolutions of the board of directors (or equivalent governing body) and the Sellers approving the transactions contemplated by this Agreement and the Transaction Documents;

(e) Officer's Certificate. A certificate executed by Sellers to the effect that on and as of the Closing Date: (i) the certificate of incorporation and bylaws (or similar organizational document) of the Company delivered to Buyer are true and correct; and (ii) the resolutions delivered to Buyer of the board and the Sellers of the Company approving the transactions contemplated by this Agreement and the Transaction Documents are in full force and effect;

(f) Good Standing Certificates. Certificates of each state of the United States where the Company is qualified to do business providing that the Company is in good standing in such state;

(g) Third Party Consents. Copies of all consents and approvals of any Person (including Governmental Authorities (as defined in Section 3.3), whether federal, state or local) necessary to the consummation of the Closing and which are identified on Schedule 2.6(g), in form and substance satisfactory to Buyer;

(h) Consulting Agreement. That certain Consulting Agreement by and between the Company (or other Buyer designee) and Consulting Affiliate in form satisfactory to Buyer, pursuant to which Consulting Affiliate will assist the Company (or other Buyer designee) in obtaining a cannabis production license issued by the State of Illinois Department of Agriculture and such other applicable regulatory authorities (acceptable to Buyer) and Consulting Affiliate will be entitled to receive the Consulting Payment as contemplated by this Agreement upon satisfaction of certain milestones set forth in the Consulting Agreement with respect to the procurement of such license (the "Milestones").

(i) Lock-Up Escrow Agreements. Those certain escrow agreements executed by the Sellers in form mutually agreeable to Buyer and Sellers (the "Lock-Up Escrow Agreements"), pursuant to which Sellers will agree not to sell, transfer or dispose of the shares of RWB Stock received hereunder (whether directly or pursuant to the RWB Stock Issuance Right) for a certain lock-up period (which will require full lock-up of all RWB Stock in escrow for a minimum six-month period after Closing during which Sellers may not sell, transfer or otherwise dispose of any RWB Stock and subject to certain other conditions, and which will require full lock-up in escrow of 20% of the RWB Stock for the later of 12 months following Closing or the date

of closure of the LUST Matter in accordance with this Agreement) with partial release of such RWB Stock from the escrow account to Sellers at a rate of 7% per month of the aggregate number of shares of RWB Stock issued to Sellers hereunder, with such legends as required by applicable securities law.

(j) License Agreements. To the extent such Intellectual Property is not owned by or transferred to the Company through the Pre-Closing Restructuring Transactions prior to Closing, those certain License Agreements executed by the Sellers (or other applicable parties) in form satisfactory to Buyer (the “License Agreements”), pursuant to which the Company will receive a royalty-free, perpetual license to certain Intellectual Property.

(k) Transition Documents. A transaction services agreement executed by the Sellers (and any applicable Affiliates) in form satisfactory to Buyer, and such other documents and instruments to be delivered by Sellers at or prior to the Closing pursuant to this Agreement as necessary to address the existing intercompany/affiliate arrangements with the Company, which may include termination agreements, assignment agreements, transition services agreements or such other documents as Buyer may request.

(l) Bulk Sale Release. Sellers shall deliver to Buyer a release letter or certificate for the Owned Real Property from the Illinois Department of Revenue stating that no assessed but unpaid tax penalties or interest are due under Section 9-902(d) of the Illinois Income Tax Act, as amended, or 35 ILCS 120/5j of the Illinois Compiled Statutes, as amended; and (ii) a letter of clearance for the Owned Real Property from the State of Illinois Department of Employment Security stating that no assessed but unpaid tax penalties or interest are due under Section 2600 of the Illinois Unemployment Insurance Act (820 ILCS 405/2600), as amended (the release letters and clearances referred to in (i) – (ii) above are referred to collectively as the “Bulk Sale Releases” and individually as a “Bulk Sale Release”).

(m) Affidavits for Title Company. Sellers (and the Company) shall execute and deliver to the title company such affidavits with respect to the Owned Real Property as the title company shall require in order to delete from its title insurance policies those of the so-called “standard exceptions” that are removable by affidavit.

(n) Non-Foreign Person Affidavit. Sellers (and the Company) shall execute and deliver to Buyer (and Real Estate Buyer) a non-foreign person affidavit or a qualifying statement sufficient in form and substance to relieve Buyer of any and all obligation to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Code.

(o) Title Commitment. Seller shall cause the Title Company (as defined in the Real Estate Purchase Agreement) to provide Buyer with the proforma or marked-up title commitment as required under this Agreement.

(p) Other Documents. All other previously undelivered documents, instruments or writings required to be delivered by the Sellers to Buyer at or prior to the Closing pursuant to this Agreement and such other documents and instruments as Buyer or its counsel reasonably shall deem necessary to consummate the transactions contemplated hereby.

All documents delivered to Buyer shall be in form and substance reasonably satisfactory to Buyer and its counsel.

2.7. Closing Deliveries of Buyer and Merger Sub. At the Closing, Buyer and Merger Sub will execute and deliver or cause to be executed and delivered to the Sellers simultaneously with delivery of the items referred to in Section 2.6 above:

(a) Resolutions. Certified copies of the resolutions of the board of directors (or equivalent governing body) of Buyer and the board of directors (or equivalent governing body) and equity holders of Merger Sub approving the transactions contemplated by this Agreement and the Transaction Documents;

(b) Other Documents. All other previously undelivered documents, instruments or writings required to be delivered by Buyer to Sellers at or prior to the Closing pursuant to this Agreement and such other documents and instruments as Sellers' counsel reasonably shall deem necessary to consummate the transactions contemplated hereby.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, severally and not jointly, represents and warrants to Buyer and Merger Sub as to itself only, as of the date of this Agreement and as of the Closing Date, as follows:

3.1. Authority. Each Seller has full power, right and authority to enter into and perform such Seller's obligations under this Agreement and each of the Transaction Documents to which such Seller is a party. This Agreement and each of the Transaction Documents to which such Seller is a party has been duly executed and delivered by such Seller, and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the valid and legally binding obligation of such Seller and are enforceable against such Seller in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) (the "Bankruptcy and Equity Exception").

3.2. Title to Company Capital Stock. Sellers own of record and beneficially all of the Company Capital Stock, and Sellers have good and marketable title to the Company Capital Stock, free and clear of all Liens. Neither Seller is a party to (a) any option, warrant, purchase right or other contract or commitment (other than this Agreement) that could require such Seller to sell, transfer or otherwise dispose of any Company Capital Stock or (b) any voting trust, proxy, or other agreement or understanding with respect to the voting of any Company Capital Stock. Other than the Company Capital Stock set forth opposite such Seller's name on Schedule 3.2, Seller owns no other Company Capital Stock of, securities, instruments or rights convertible into Company Capital Stock or options, warrants or other rights to acquire Company Capital Stock.

3.3. Noncontravention. Except as set forth on Schedule 3.3, the execution, delivery and performance by each Seller of this Agreement and the Transaction Documents to which such Seller

is a party and the consummation of the transactions contemplated hereby or thereby will not, or would not: (a) violate or conflict with or result in a breach of or default under any provision of any law, statute, rule, regulation, order, permit, by law, enactment, ordinance, directive, judgment, injunction, decree or other decision of any Governmental Authority (each a “Law” and, collectively, “Laws”), in each case applicable to such Seller; (b) constitute (with or without due notice or lapse of time or both) a default under or an event which would give rise to any right of notice, modification, acceleration payment or cancellation under or permit any party to terminate under any material contract, agreement, indenture, mortgage, note, bond, license or other instrument or obligation of such Seller or by which the assets of such Seller may be bound or subject; (c) result in the creation or imposition of any Lien upon any of the Company Capital Stock or any other assets of the Business; or (d) require any material authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any court, arbitral body, administrative or governmental body, department, commission, board, agency or instrumentality, legislative, executive or regulatory authority or agency (whether foreign or domestic) (each, a “Governmental Authority”) or other Person.

3.4. Litigation. There is no claim, action, cause of action or suit (whether in contract, tort, eminent domain, or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, hearing, charge, complaint, demand, notice, audit, inquiry, notice of violation, order, or other proceeding (each a “Proceeding” and, collectively “Proceedings”) pending or, to each Seller’s knowledge, threatened against or affecting such Seller in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby

3.5. Investment. Each Seller, for itself and as the equity owner of Consulting Affiliate, represents and warrants that it is an “accredited investor” within the meaning of Rule 501(a) of Regulation D promulgated under the U.S. securities laws. Each Seller, for itself and as the equity owners of Consulting Affiliate, is acquiring the RWB Stock and RWB Stock Issuance Right for its own account for investment only, and not with a view to distribution or resale thereof and does not presently have any contract, agreement or arrangement with any Person to sell or transfer such RWB Stock or RWB Stock Issuance Right. Sellers acknowledge that the RWB Stock to be issued under this Agreement has not been, and will not be, registered under U.S. securities law, by reason of a specific exemption from the registration provisions of U.S. securities law, which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Sellers’ representations as expressed herein. Except for the representations specifically set forth in this Agreement by Buyer, Sellers acknowledge that no officer or other representative of Buyer or RWB, nor any other person or entity has made any representations of any kind or nature to induce Sellers to enter into this Agreement and that Sellers are relying solely on the representations in this Agreement and the publicly available information regarding RWB that Sellers have determined was useful in acquiring the RWB Stock and RWB Stock Issuance Right. Each Seller’s residence and Consulting Affiliate’s principal place of business (which shall be deemed its residence) is in the State of Kentucky.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

The Sellers, jointly and severally, represent and warrant to Buyer and Merger Sub, as of the date of this Agreement and as of the Closing Date, as follows:

4.1. Authority. The Company has full corporate power, right and authority to, enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which the Company is a party have been duly and properly authorized by the Company by all requisite action in accordance with applicable law and with the Charter Documents of the Company. This Agreement and each of the Transaction Documents to which the Company is a party have been duly executed and delivered by the Company, and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the valid and legally binding obligations of the Company and are enforceable against the Company in accordance with their respective terms, except as may be limited by the Bankruptcy and Equity Exception.

4.2. Organization and Qualification of the Company. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. The Company has full corporate power and authority to carry on its business as now being conducted and as currently proposed to be conducted and to own, lease or otherwise hold the properties and assets it now owns, leases or otherwise holds. The Company is duly qualified or licensed to do business and is in good standing as a foreign corporation in the State of Illinois and, as applicable, in each of the other jurisdictions listed on Schedule 4.2, and there are no other jurisdictions in which the conduct of the Company's business or the ownership or lease of its assets requires such qualification under applicable law. The Company has no Subsidiaries. Complete and correct copies of the Charter Documents of the Company and all amendments thereto to date, certified (as applicable) by the Secretary of State of Illinois have been delivered to Buyer and will not be modified or amended prior to the Closing. Schedule 4.2 sets forth a list of all of the officers and directors (or similar persons) of the Company.

4.3. Noncontravention. Except as set forth on Schedule 4.3, the execution, delivery and performance by the Company and Sellers of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby or thereby will not, or would not: (a) except with respect to federal Laws related to cannabis (other than Section 280E of the Code), violate or conflict with or result in a breach of or default under any provision of any Law, which is applicable to the Company or by which any of the Company Capital Stock are bound; (b) violate or conflict with or constitute a default under the Charter Documents of the Company; (c) constitute (with or without due notice or lapse of time or both) a material default under or an event which would give rise to any right of notice, modification, acceleration payment or cancellation under or permit any party to terminate any material Contract, Permit, agreement, indenture, mortgage, note, bond, license or other instrument or obligation of the Company or by which the assets of the Company may be bound or subject; (d) result in the creation or imposition of any Lien upon any of the Company Capital Stock or any assets of the Company; or (e) require any authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any

Governmental Authority or other Person, except in the case of clause (c) above, for the failure to obtain any such authorization, consent, order, approval, filing, registration, exemption or other action or to furnish any required notice.

4.4. Capitalization; Title to Company Capital Stock.

(a) The authorized issued and outstanding Company Capital Stock, the holders of such Company Capital Stock and the address of each such holder are set forth on Schedule 4.4. All of the issued and outstanding Company Capital Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record and owned beneficially by Sellers, free and clear of all Liens, and are not subject to, nor issued in violation of, any preemptive rights, rights of first refusal, co-sale or participation right, preemptive right, subscription right or any other similar right. The Company has not violated any securities Laws in connection with the offer, sale or issuance of the Company Capital Stock. There are no declared or accrued but unpaid dividends with respect to any of the Company Capital Stock.

(b) There are no outstanding securities, options, warrants, calls, rights, convertible or exchangeable securities or contracts or obligations of any kind (contingent or otherwise) to which the Company is a party or by which it is bound obligating the Company, directly or indirectly, to issue, deliver or sell, or cause to be issued, delivered or sold, additional equity interests of the Company or obligating the Company to issue, grant, extend or enter into any such security, option, warrant, call, right, contract or obligation. There are no outstanding obligations of the Company (contingent or otherwise) to repurchase, redeem or otherwise acquire, directly or indirectly, any equity interests (or options or warrants to acquire any such equity interests) of the Company, and there are no outstanding rights to cause the Company to register its securities or which otherwise relate to the registration of any securities of the Company. There are no outstanding equity-appreciation rights, equity-based performance units, “phantom” equity rights or other contracts or obligations of any character (contingent or otherwise) pursuant to which any Person is or may be entitled to receive any payment or other value based on the revenues, earnings or financial performance, equity value or other attribute of a Company or its businesses or assets or calculated in accordance therewith. Except as set forth on Schedule 4.4, there are no agreements among the Sellers with respect to the voting or transfer of the Company Capital Stock or with respect to any other aspect of a Company’s affairs. Except as set forth on Schedule 4.4, there are no bonds, debentures, notes or other indebtedness of the Company outstanding having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which any equityholders of the Company may vote.

4.5. Absence of Certain Developments. Except as set forth on Schedule 4.5, since January 1, 2019, the Company has conducted its business only in the ordinary course of business and (i) there has not been any (i) Company Material Adverse Effect and (ii) the Company has not:

(a) amended any of its Charter Documents;

(b) issued or sold any Equity Interests, securities convertible into Equity Interests or other equity securities, or warrants, options or other rights to purchase Equity Interests or other equity securities;

(c) declared, set aside or made any payment or distribution of cash or other property to any of its equity holders with respect to its Equity Interests or otherwise, or purchased, redeemed or otherwise acquired any Equity Interests or other equity securities (including any warrants, options or other rights to acquire its Equity Interests or other equity securities);

(d) entered into, amended or terminated any material Contract;

(e) (i) acquired (by merger, consolidation, acquisition of securities or assets or otherwise) or organized any Person, (ii) acquired any material rights, assets or properties or (iii) acquired any Equity Interest or other securities of any Person, in each case, other than in the ordinary course of business;

(f) other than the sale of inventory in the ordinary course of business, sold, assigned, transferred, leased or licensed any of its material tangible assets;

(g) sold, assigned, transferred, leased, licensed or otherwise encumbered any Intellectual Property (other than by granting nonexclusive licenses of Intellectual Property to customers pursuant to written agreements in connection with the sale of products or the provision of services);

(h) disclosed any Confidential Information to any Person except on terms requiring that Person to maintain the confidentiality of, and preserving all rights of the Company in, such Confidential Information;

(i) to the Company's Knowledge, taken or failed to take any action that could reasonably be expected to result in the loss, lapse or abandonment of any material Intellectual Property or Confidential Information;

(j) mortgaged or encumbered or permitted any of its assets (including the Owned Real Property) to become subject to any Liens;

(k) made or granted any bonus or any compensation or salary increase to any former or current employee or group of former or current employees, or made or granted any increase in any employee benefit plan or arrangement, or amended or terminated any existing employee benefit plan or arrangement or employment or severance agreement or adopted any new employee benefit plan or arrangement or employment or severance agreement, in each case, outside of the ordinary course of business;

(l) suffered any material damage, destruction or other casualty loss with respect to property owned by the Company or waived any rights of material value;

(m) accelerated the collection of accounts receivable, delayed the purchase of supplies, delayed any material capital expenditures, repairs or maintenance, or delayed payment of accounts payable or accrued expenses;

(n) changed its accounting policies or cash management practices or canceled any debts owed to it or claims held by it;

(o) (i) made or changed a Tax election that is not consistent with the Company's past practices in making tax elections or changed any method of tax accounting, (ii) settled or compromised any federal, state, local or foreign Tax liability or assessment, (iii) filed any amended Tax return (excluding for this purpose the income Tax Returns for Company's 2016 and 2017 Tax years), (iv) entered into any closing agreement relating to any Tax, (v) agreed to an extension or waiver of a statute of limitations period applicable to any Tax claim or assessment, (vi) surrendered any right to claim a Tax refund, (vii) incurred any liability for Taxes outside the ordinary course of business, (viii) failed to pay any Tax that becomes due and payable (including any estimated tax payments), or (ix) prepared or filed any Tax Return in a manner inconsistent with past practice;

(p) failed to maintain in full force and effect any insurance policy in effect, except for any policy replaced by a new or successor policy of substantially similar coverage;

(q) terminated, amended, failed to renew or preserve or failed to maintain in full force and effect any (i) material permit or (ii) registration or application for any Intellectual Property, except for amendments completed in the ordinary course of business;

(r) taken any action to cause a change in the title to the Owned Real Property except to cure title defects as permitted under this Agreement; or

(s) agreed, whether orally or in writing, to do any of the foregoing.

4.6. Compliance with Applicable Laws. Except as set forth on Schedule 4.6, the Company is and has been in material compliance with all Laws applicable to it or the operation, use, occupancy or ownership of its assets or properties or conduct of the Business, and none of the Company or Sellers has received written notice (and to the Company's Knowledge, any oral notice) from any Governmental Authority regarding any failure to so comply. None of the Company or Sellers have (i) been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action or (ii) made any bribes, kickback payments or similar payments of cash or other consideration or paid any remuneration, in cash or in kind, in violation of 42 U.S.C. § 1320a-7b(b) or similar provisions of applicable Law, that is capable of forming the basis of criminal prosecution of, or civil action against, the Company or the Sellers. The Company has not certified, represented or otherwise indicated (either orally or in writing) to any Person, including any Governmental Authority, that it is a woman- or minority-owned business, small business or any other similar designation that entitles the Company or the Business to a favored status or benefits.

4.7. Financial Statements.

(a) Schedule 4.7 contains true and complete copies of the following financial statements of the Company (the "Financial Statements"):

(i) the unaudited consolidated balance sheets of the Company as of December 31, 2017 and December 31, 2018, and the related statements of income and cash flows for the years then ended; and

(ii) the unaudited consolidated balance sheet of the Company as of August 31, 2019 (the “Latest Balance Sheet”), and the related statements of income and cash flows for the 8-month period then ended (the “Interim Financials”).

(b) Each of the Financial Statements is complete and correct in all material respects, is consistent with the books and records of the Company and accurately and completely, in all material respects, present the Company’s financial condition, assets and Liabilities as of their respective dates and the results of operations and cash flows for the periods related thereto in accordance with GAAP consistently applied throughout the periods covered thereby, and except that the Interim Financials are subject to normal year-end adjustments or accruals and lack the footnote disclosure otherwise required by GAAP. The reserves reflected in the Financial Statements are reasonable and have been calculated in a consistent manner.

(c) The internal controls of the Company over financial reporting are effective in providing reasonable assurance regarding the reliability of financial reporting and preparation of financial statements in accordance with GAAP.

(d) The Company has no debts, Liabilities or obligations of any nature (whether accrued, absolute, contingent, direct, indirect, perfected, inchoate, unliquidated or otherwise and whether due or to become due), including, without limitation, Liabilities or obligations on account of Taxes or governmental charges or penalties, interest or fines thereon or in respect thereof, except (i) to the extent reflected and accrued for or reserved against in the Financial Statements, (ii) for Liabilities and obligations incurred in the ordinary and usual course of business consistent with past custom and practices since January 1, 2019, which, individually or in the aggregate, are not reasonably expected to be material to the Business, (iii) Liabilities (which are current) relating to future performance under the assumed Contracts, but in no event any Liability arising out of any breach, nonperformance or defective performance by the Company of any such Contract and (iv) Liabilities under this Agreement and the Transaction Documents to which the Company is a party.

(e) Except as set forth on Schedule 4.7(e), the Company has no Indebtedness.

(f) All accounts receivable of the Company (i) are bona fide and valid receivables arising from sales actually made or services actually performed and were incurred in the ordinary course of business, (ii) are properly reflected on the Company’s books and records and balance sheets in accordance with GAAP consistently applied and (iii) to the Company’s Knowledge, are not subject to any setoffs, counterclaims, credits or other offsets, and are current and collectible and will be collected in accordance with their terms at their recorded amounts within ninety (90) days, subject only to the reserve for bad debts set forth on the face of the Latest Balance Sheet (rather than in the notes thereto). No Person has any Lien on any accounts receivable or any part thereof, and no agreement for deduction, free goods or services, discount or other deferred price or quantity adjustment has been made by the Company with respect to any accounts receivable other than in the ordinary course of business.

4.8. Assets.

(a) Personal Property. Schedule 4.8(a) is a list of the (i) depreciable fixed assets owned by the Company and (ii) other tangible assets owned by the Company, including such

assets, facilities and personal property owned by the Company and located at the Illinois Facility. Schedule 4.8(a) also identifies each item of personal property leased by the Company with a remaining lease term longer than twelve (12) months.

(b) Title and Condition. The Company has good and valid title to, a valid leasehold interest in, or a valid license to use all machinery, equipment, personal properties, vehicles and other tangible assets used in or related to the Business as conducted as of the Closing and as presently proposed to be conducted following Closing. Such personal property and tangible and intangible assets are sufficient in all material respects for the conduct of the Business as presently conducted and as proposed to be conducted following Closing. All of the Company's machinery, equipment, personal properties, vehicles and other tangible assets are operated in conformity with all applicable Laws and regulations, are structurally sound (in the case of the buildings and improvements), are in good condition and repair, except for reasonable wear and tear, and are usable in the ordinary course of business.

4.9. Taxes. Except as set forth on the attached Schedule 4.9:

(a) All Tax Returns required to be filed by or with respect to the Company have been duly and timely filed in all required jurisdictions, and all such Tax Returns are true, correct and complete in all material respects and were prepared in substantial compliance with all applicable laws and regulations. The Company has duly and timely paid all Taxes (including estimated taxes) due and payable (whether or not shown on any Tax Return).

(b) The Company has deducted, withheld and timely paid to the appropriate Governmental Authority all Taxes required to be deducted, withheld or paid in connection with amounts paid or owing to any employee, independent contractor, creditor, owner or other third party, and the Company has timely and accurately complied in all material respects with all reporting and record keeping requirements related thereto, including filing of Forms W-2 and 1099s (or other applicable forms).

(c) There are no Liens with respect to Taxes (other than Permitted Liens) upon any of the Company Capital Stock or assets of the Company. No Governmental Authority has threatened in writing that it is in the process of imposing any Lien for Taxes on the Company Capital Stock or assets of the Company.

(d) The Company has not waived any statute of limitations in respect of Taxes, agreed to any extension of time with respect to a Tax assessment or deficiency, or consented to extend the period in which any Tax may be assessed or collected by any Tax authority, in each case with respect to an open Tax period, and no such request to waive or extend is outstanding. The Company is not currently the beneficiary of any extension of time within which to file any Tax Return for any open Tax period.

(e) No federal, state, local, or non-U.S. tax audits or administrative or judicial Tax proceedings are being conducted or, to the Company's Knowledge, are threatened with respect to the Company. The Company has not received from any federal, state, local, or non-U.S. taxing authority (including jurisdictions where the Company has not filed Tax Returns) any (i) notice indicating an intent to open an audit or other review, or (ii) notice of deficiency or proposed

adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority against the Company.

(f) No claim has ever been made to the Company by a Governmental Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction.

(g) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of income Tax Law) executed on or prior to the Closing Date; (iii) installment sale or open transaction disposition made on or prior to the Closing Date; (iv) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, (v) election by the Company under Section 108(i) of the Code (or any corresponding or similar provision of income Tax Law) or (vi) any use of an improper method of accounting for a taxable period ending on or prior to the Closing Date.

(h) The Company is not a party to or bound by any Tax allocation, indemnification or sharing agreement, other than pursuant to Contracts entered into in the ordinary course of business the principal subject matter of which is not Taxes. The Company is not a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, as a result of, or in connection with, the consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event) in the payment of (i) any “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) or (ii) any amount that will not be fully deductible as a result of Section 162(m) of the Code (or any corresponding provision of state, local, or non-U.S. Tax law).

(i) The Company (i) has not been a member of an Affiliated Group filing a consolidated federal income Tax Return or (ii) has no Liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by Contract, or otherwise, other than pursuant to Contracts entered into in the ordinary course of business, the principal subject matter of which is not Taxes.

(j) Schedule 4.9(j) lists all the states with respect to which the Company has filed any Tax Returns since January 1, 2016.

(k) The Company has at all times been on the cash receipts and disbursements method of accounting for federal or applicable state and local income Tax purposes.

(l) The Company is not and has not been a party to any “reportable transaction,” as defined in Section 6707A(c)(1) of the Code.

(m) The Company is not subject to Tax in any jurisdiction outside of the United States by virtue of (i) having a permanent establishment or other place of business or (ii) having a source of income in that jurisdiction.

(n) The Company is and has been, at all times since its formation, been an “S” corporation within the meaning of Section 1361(a)(1) of the Code.

4.10. Contracts.

(a) Except as set forth on Schedule 4.10, there are no written or oral Contracts to which the Company is a party, or by which any of the assets of the Business are bound or affected, that: (i) involves performance of services or delivery of goods or materials either to or from the Company of an amount or value in excess of \$25,000 individually during any 12-month period; (ii) was not entered into in the ordinary course of business; (iii) cannot be terminated by the Company upon less than sixty (60) days’ notice without penalty; (iv) requires the Company to purchase its total requirements of a good or service from another Person or that includes a “take or pay” or similar provision; (v) is a collective bargaining agreement or otherwise involves a labor union or other representative of a group of employees relating to wages, hours or conditions of employment; (vi) restricts the Company’s business activities or limits the right or ability of the Company to engage in any line of business or to compete with another Person; (vii) involves the grant of a power of attorney of the Company to another Person; (viii) relates to a joint venture, partnership, strategic alliance or similar arrangement or that involves a sharing of profits, losses, costs or Liabilities with another Person; (ix) is an employment or consulting agreement or involves the engagement of an independent contractor; (x) provides for payment to or by a Person based on sales, purchases, profits or other metrics other than direct payment for goods or services; (xi) is a franchise agreement or a sales promotion, market research, marketing, advertising or similar Contract; (xii) is a loan, credit or similar Contract or that otherwise relates to Indebtedness; (xiii) grants a Lien on any of the assets of the Company; (xiv) is with a Governmental Authority; (xv) involves or relates to the acquisition or divestiture of a business or a material amount of assets, properties or securities of another Person (whether by merger, sale of stock, sale of assets, lease, license or otherwise); (xvi) provides for the indemnification by the Company of another Person or the assumption or guaranty by the Company of a Liability or obligation of another Person; (xvii) grants another Person “most favored nation status” or any similar type of Contract; or (xviii) relates to the maintenance, operation or administration of the Business but the Company is not a direct party to such Contract.

(b) Correct and complete copies of the Contracts required to be set forth on Schedule 4.10 have previously been furnished or otherwise been made available to Buyer. Except as set forth on Schedule 4.10, all of the Contracts required to be listed in Schedule 4.10 will remain enforceable against the counterparty thereto upon consummation of the transactions contemplated by this Agreement without the consent, approval, novation or waiver of any third party. The Company is not in default nor, has any event occurred which, with the giving of notice or the passage of time or both, would constitute a default, under any Contract required to be listed in Schedule 4.10, and, to the Company’s Knowledge, no event has occurred which, with the giving of notice or the passage of time or both, would constitute a default by any other party to any such Contract or obligation. Each of the Contracts required to be listed in Schedule 4.10 is in full force and effect with respect to the Company and, to the Company’s Knowledge, the other party thereto, is valid and enforceable in accordance with its terms, subject to the Bankruptcy and Equity Exception, and, to the Company’s Knowledge, is not subject to any claims, charges, setoffs or defenses.

4.11. Real Property.

(a) Schedule 4.11(a) sets forth the address of each parcel, tax parcel identification number and legal description of all real property owned by the Company (the “Owned Real Property”). The Company (i) has good and valid fee simple title to each parcel of Owned Real Property, free and clear of all Liens, except Permitted Exceptions and (ii) the Owned Real Property is comprised of approximately 124 acres making up a portion of the real property commonly known as 14240 Greenhouse Avenue, Granville, Illinois. With respect to each parcel of Owned Real Property: (i) the Company has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; and (ii) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof. Sellers have made available to Buyer true, complete and correct copies of the deeds and other instruments (as recorded) by which the Company acquired such Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Sellers or the Company relating to the Owned Real Property.

(b) Schedule 4.11(b) contains a complete list of all real property leased or subleased by the Company (individually “Leased Real Property” and collectively, the “Leased Realty”). The Company has a valid leasehold interest in each Leased Real Property, subject only to Permitted Liens. The Company has previously delivered to Buyer correct and complete copies of (or, in the case of non-written arrangements, accurately and completely described) each of the leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for the Leased Realty (the “Realty Leases”). With respect to each Realty Lease: (i) the Realty Lease is legal, valid, binding, enforceable and in full force and effect (subject to the Bankruptcy and Equity Exception); (ii) the Company nor, to the Company’s Knowledge, any other party to the Realty Lease is in material breach or default, and to the Company’s Knowledge no event has occurred which, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under the Realty Lease; (iii) the Realty Lease has not been modified, except to the extent that such modifications are disclosed by the documents delivered to Buyer; (iv) the Company is exclusively entitled to all rights and benefits as lessee under the Realty Lease and has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the Realty Lease; and (v) the term of the Realty Lease ends on December 31, 2019; (vi) the real property leased under the Realty Lease is shown on Schedule 4.11(b), which is the remaining portion of the real property consisting of approximately 106 acres commonly known as 14240 Greenhouse Avenue, Granville, Illinois (together with the Owned Real Property, the “Illinois Facility”); (vii) there exist no subleases with respect to the Illinois Facility and the Company is the sole party in possession of the Illinois Facility; and (viii) the terms and conditions of the Realty Lease will not be affected by, nor will the Realty Lease be in default as a result of, the completion of the transactions contemplated by this Agreement; provided, however, the parties acknowledge that the Realty Lease shall be terminated at Closing pursuant to the Real Estate Purchase Agreement.

(a) The Owned Real Property and Leased Real Property constitutes all of the real property currently owned, leased, occupied or otherwise utilized in connection with the Business as currently conducted and as proposed to be conducted following the Closing. Other than the landlords under the Leased Real Property, there are no other parties in possession or parties having any current or future right to occupy any of the Owned Real Property or Leased

Real Property and at Closing the Company will be the only party with possession and current occupancy rights.

(b) With respect to the Owned Real Property and Leased Real Property (including the Illinois Facility): (i) all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, at the Owned Real Property and Leased Real Property (the “Improvements”) are in good condition and repair (normal wear and tear excepted) and are sufficient for the conduct of the Business as currently conducted and as proposed to be conducted following Closing, (ii) there are no structural deficiencies or latent defects affecting any of the Improvements and there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere with the use or occupancy of the Improvements, or any portion thereof in the operation by the Company or the Business, (iii) the Owned Real Property, Leased Real Property and Improvements and the Company’s use thereof conform to all applicable building, zoning and other Laws, and (iv) there is no pending or, to the Company’s Knowledge, threatened condemnation or other Proceeding affecting any portion of the Owned Real Property or Leased Real Property or the Company’s use thereof. The Company owns and has good and valid title to the Improvements at the Illinois Facility.

(c) The tax parcel numbers that are assigned to the Owned Real Property and Leased Real Property and Improvements do not affect or include any other land or improvements and there are not any pending appeals for the reduction or relief from the payment of any real estate taxes. Neither the Company, nor any Seller has received any notice and or has any knowledge of (i) any special assessments affecting the Owned Real Property and Leased Real Property and Improvements; (ii) any tax deficiency, lien or assessment against the Owned Real Property and Leased Real Property and Improvements, in each case, which has not been paid or the payment for which adequate provision has not been made; (iii) any violations of Laws with respect to the Owned Real Property and Leased Real Property and Improvements; (iv) any condemnations or imminent domain proceedings; (v) any pending zoning or subdivision changes that would affect the Owned Real Property and Leased Real Property and Improvements.

(d) No work has taken place on the Owned Real Property or Leased Real Property in the last one hundred twenty (120) days that would create in any party a right to a lien against any of such properties, except for such work that has been fully paid for by the Company or Sellers and for which the Company or Sellers will obtain lien waivers and affidavits if requested by the title company

4.12. Litigation. Except as set forth on Schedule 4.12, there is no Proceeding pending or, to the Company’s Knowledge, threatened against the Company, the Business or the Company Capital Stock (or to the Company’s Knowledge, pending or threatened against any of the officers, managers, directors or key employees of the Company with respect to the Business), or to which the Company is otherwise a party. The Company is not subject to, and the Business and the Company Capital Stock are not bound by, any judgment, order or decree of any court or Governmental Authority. The Company is not currently engaged in any Proceeding to recover monies due it or for damages sustained by it. Schedule 4.12 sets forth a list of all closed litigation matters relating to the Company (including predecessors) or the Business to which the Company was a party during the three (3) years preceding the date hereof, the date such litigation was

commenced or concluded, and the nature of the resolution thereof (including amounts paid in settlement or judgment).

4.13. Intellectual Property.

(a) Schedule 4.13(a) sets forth a true, correct, and complete list and description of all (i) IP Registrations, (ii) Intellectual Property constituting common law trademarks and Trade Secrets, in each case that are not registered but that are material to the Business as currently conducted and presently proposed to be conducted following Closing and (iv) other Intellectual Property (including Software) that is material to the Business as currently conducted and, to the Company's Knowledge, as proposed to be conducted following Closing. All filings and fees related to the IP Registrations that are required to have been paid by the date of this Agreement and at Closing have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all IP Registrations are otherwise in good standing. If any terminal disclaimers exist or are reasonably expected to be made with respect to or affect the IP Registrations (including under 35 U.S.C. § 253 or 37 CFR 1.321 or the equivalent laws or regulation of any other patent authority), all patents or patent applications subject to such terminal disclaimer are also included in Schedule 4.13(a). The Company has provided Buyer with copies of file histories, documents, certificates, office actions and correspondence, chain of title documents, assignment recordings and other materials related to all IP Registrations.

(b) Schedule 4.13(b) sets forth a true, correct, and complete list of all material IP Agreements to which the Company is a party or that relate to Intellectual Property that is material to the Business. The Company has made available to Buyer true, correct, and complete copies of all such IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each such IP Agreement that is material to the Business as currently conducted is valid, subsisting, and binding on the Company in accordance with its terms and is in full force and effect.

(c) Except as set forth on Schedule 4.13(c), the Company is the sole and exclusive legal and beneficial, and with respect to the IP Registrations, the record owner of all right, title and interest in and to the IP Registrations, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business as currently conducted and as proposed to be conducted following the Closing, in each case, free and clear of all Liens (other than Permitted Liens) and exclusive licenses.

(d) The rights of the Company in the IP Registrations are (i) subsisting, enforceable, in full force and effect, and valid; (ii) have not (to the extent applicable) expired, been cancelled, or abandoned; and (iii) are not subject to any order, judgment, injunction, decree, ruling or agreement (other than as set forth in the IP Agreements) that would materially affect the enforceability of, or the Company's use of or rights to, the Intellectual Property.

(e) Neither the execution, delivery nor performance of this Agreement, nor the consummation of the transactions contemplated hereby, will result in the loss or impairment of, or require the consent of any other Person in respect of, the Company's right to own or use any Intellectual Property or IP Agreements.

(f) Prior to and as of the Closing Date: (i) the conduct of the Business as conducted on and prior to the date of this Agreement (including the related products, processes and services of the Business and the Company's use of Intellectual Property in the Business) has not infringed, misappropriated, diluted or otherwise violated, the Intellectual Property or other rights of any Person; (ii) to the Company's Knowledge, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Intellectual Property; and (iii) to the Company's Knowledge, no Person has breached the provisions of a non-disclosure agreement between such Person and the Company.

4.14. Insurance Policies. Schedule 4.14 is a correct and complete list and description, including policy number, coverage and deductible, of all insurance policies owned by the Company (the "Insurance Policies"), correct and complete copies of which policies have previously been delivered to Buyer. The Company has not received any written (or, to the Company's Knowledge, oral) notice of cancellation or intent to cancel or increase or intent to increase premiums in any material respect with respect to such Insurance Policies. Schedule 4.14 also contains a list of all pending claims and any claims in excess of \$5,000 individually or for a series of related claims in the past three (3) years with any insurance company by the Company (including predecessors) and, to the Company's Knowledge, any instances within the previous three (3) years of a denial of coverage relating to the Business or the Company (including predecessors) by any insurance company. Each Insurance Policy is in full force and effect and the Company is not in default with respect to its obligations under any of such Insurance Policies. The Company is current in all premiums or other payments due under the Insurance Policies and has otherwise complied in all material respects with all of its obligations under each Insurance Policy. The Company has given timely notice to the insurer of all material claims that may be insured thereby, and insurance coverage of such claims has not been denied or disputed by any insurer. To the Company's Knowledge, no Insurance Policy provides for any retrospective premium adjustment or other experience based Liability on the part of the Company.

4.15. Licenses and Permits. The Company owns, holds, possesses or lawfully uses all the permits, licenses, registrations, authorizations, industry certifications, consents, certificates, orders, franchises, variances and approvals of Governmental Authorities or other Persons necessary for the ownership, use, occupancy or operation of the Business and the conduct and operation of the Business as currently conducted, all of which are identified on Schedule 4.15, including, without limitation, Industrial Hemp Cultivation Licenses and an industrial hemp processor/handler registration issued by the State of Illinois Department of Agriculture (collectively, the "Permits"). The Company is in compliance with all such Permits, all of which are in full force and effect, and none of the Company or Sellers has received any written notices (or to the Company's Knowledge, any oral notice) to the contrary. Neither the execution, delivery nor performance of this Agreement, nor the consummation of the transactions contemplated hereby, will result in the loss or impairment of, or require the consent of any other Person in respect of, the Company's right to own or use any Permit.

4.16. Welfare and Benefit Plans.

(a) Schedule 4.16 is a true and complete list of all employment, change in control or similar agreements, equity or equity based plans or agreements, severance pay, vacation, sick leave, fringe benefit, medical, dental, life insurance, disability or other welfare plans,

programs or agreements, savings, profit sharing, pension or other retirement plans, programs or agreements and all bonus or other incentive plans, Contracts, agreements, arrangements, policies, programs, practices or other employee benefits or remuneration of any kind, whether formal or informal, funded or unfunded, including each “employee benefit plan,” within the meaning of Section 3(3) of ERISA (collectively, the “Employee Benefit Plans”) sponsored, maintained or contributed to by the Company and in which any one or more of the current or former employees or directors of the Company participates or is eligible to participate or has previously participated in and for which the Company has any current or future Liability. Sellers have furnished or otherwise made available to Buyer true and complete copies of all Employee Benefit Plans that have been reduced to writing; written summaries of the material terms of all unwritten Employee Benefit Plans; and related trust agreements, annuity contracts, IRS determination letters and rulings, the most recent determination letter request, copies of all material applications and material correspondence to or from the IRS or Department of Labor, summary plan descriptions, all material communications to employees regarding any Employee Benefit Plan; and annual reports on Form 5500, Form 990, actuarial reports, and PBGC Forms 1 for the most recent three (3) Plan years.

(b) No Liability under Title IV or Section 302 of ERISA has been incurred by the Company or by any Person or any trade or business, whether or not incorporated, that together with the Company would be deemed a “single employer” within the meaning of Section 4001(b) of ERISA (an “ERISA Affiliate”) that has not been satisfied in full, and, to the Company’s Knowledge, no condition exists that is reasonably likely to create such a Liability to the Company or any ERISA Affiliate.

(c) Except as set forth on Schedule 4.16(c), the consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitle any current or former employee or officer of the Company to severance pay, unemployment compensation or any other payment, except as expressly provided in this Agreement, or (ii) result in forfeiture, accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer, (iii) limit or restrict the right of the Company to merge, amend, or terminate any Employee Benefit Plan or (iv) increase the amount payable or result in any other material obligation pursuant to any Employee Benefit Plan.

(d) Each Employee Benefit Plan has been maintained, in form and operation, in compliance in all material respects with its terms and all applicable Laws, including, without limitation, ERISA and the Code. There has been no material failure of an Employee Benefit Plan that is a group health plan (as defined in Section 5000(b)(1) of the Code) to meet the requirements of Section 4980B(f) of the Code with respect to a qualified beneficiary (as defined in Section 4980B(g) of the Code). The Company has not contributed to a nonconforming group health plan (as defined in Section 5000(c) of the Code).

(e) There are no pending, or to the Company’s Knowledge, threatened or reasonably anticipated claims by or on behalf of any Employee Benefit Plan, by any employee or beneficiary covered under any such Employee Benefit Plan, or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits). All Employee Benefit Plans providing welfare benefits are fully insured.

(f) The Company does not have any obligation to provide post-employment welfare benefits other than as required under Section 4980B of the Code or any similar provision of state law.

4.17. Health, Safety and Environment. Except as set forth on the attached Schedule 4.17: (a) the Company has complied and is in compliance with all Environmental Laws; (b) the Company has not received any written notice, report, order, directive or other information regarding any actual or alleged violation of Environmental Laws, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to any of them, their businesses, or their past or current facilities arising under Environmental Laws; (c) to the Company's Knowledge, none of the following exists at any Owned Real Property or Leased Real Property: (i) underground storage tanks, (ii) asbestos containing material in any form or condition, (iii) materials or equipment containing polychlorinated biphenyls, (iv) landfills, surface impoundments, or disposal areas, or (v) groundwater monitoring wells, potable drinkable water wells, petroleum wells or production water wells; (d) neither the Company nor, to the Company's Knowledge, any of its predecessors or Affiliates has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, released or exposed any Person to any substance, including any hazardous substance, or owned or operated any property or facility which is or has been contaminated by any such substance, in a manner that has given or could give rise to any current or future Liabilities (including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigatory, corrective or remedial obligations) pursuant to any Environmental Laws; (e) no third party has used the Owned Real Property or Leased Real Property in violation of any Environmental Law for the purpose of treating, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, hazardous waste or hazardous substance and/or toxic waste or toxic substance, as such terms are defined in RCRA, CERCLA, the Superfund Amendments and Reauthorization Act, Public Law 99 499 as amended, or any other federal, state or local environmental law, regulation, code or ordinance; (f) neither the Company nor Sellers has received any written notice, claim, report, order, directive, or other information regarding any actual or alleged violation of Environmental Laws, or any Liability, including any investigatory, remedial or corrective obligation, arising under Environmental Laws and relating to the Owned Real Property or Leased Real Property; (g) neither this Agreement nor the consummation of the transactions contemplated hereby will result in any obligations for site investigation or cleanup, or notification to or consent of Governmental Authorities or third parties, pursuant to any of the so called "transaction triggered" or "responsible property transfer" Environmental Laws; (h) neither the Company nor the Sellers have, either expressly or by operation of law, assumed, undertaken, or provided an indemnity with respect to any Liability (including any investigative, corrective or remedial obligation) of any other Person relating to Environmental Laws; and (i) the Company and Sellers have furnished to Buyer all environmental audits, reports and other environmental documents materially bearing on environmental, health or safety matters relating to the current and former operations and facilities of the Company, or their respective predecessors or Affiliates, which are in their possession, custody or control.

4.18. Employees. Except as set forth on Schedule 4.18, (a) the Company is not a party to or obligated with respect to any outstanding contracts or arrangements with current or former employees, agents, consultants, advisers, sales representatives or independent contractors that are not terminable by the Company without penalty on less than sixty (60) days' notice; (b) the

Company is not a party to any collective bargaining agreement or other contract or relationship with any labor organization; (c) the Company has not engaged in any unfair labor practices within the meaning of the National Labor Relations Act; (d) the Company has complied in all material respects with all Laws relating to the employment of labor, including (without limitation) provisions thereof relating to employee classification, wages, hours, vacation, affirmative action, human rights, immigration, employment standards, workplace safety, equal opportunity, collective bargaining, the payment of all required Taxes and other withholdings; (e) there are no Proceedings pending or, to the Company's Knowledge, threatened against the Company concerning any matters relating to the employment of labor; (f) no union organizing or decertification activities are underway or, to the Company's Knowledge, threatened, and no such activities have occurred in the past three (3) years; and (g) there is no strike, slowdown, work stoppage, lockout or other material labor dispute pending or, to the Company's Knowledge, threatened, and no such dispute has occurred in the past three (3) years. Within the past three (3) years, the Company has not implemented any layoffs that are reasonably likely to implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar or related Law. As of Closing (following the Pre-Closing Restructuring Transactions), all employees of the Business are employed by the Company. To the Company's Knowledge, there are no consensual or non-consensual sexual relationships between any legal or beneficial owner, officer or supervisor-level employee of the Company, on the one hand, and any direct report or other subordinate of any of the foregoing individuals, on the other hand.

4.19. Affiliate Transactions. Except as set forth in Schedule 4.19, no present Affiliate of the Company: (i) owns any property or right, whether tangible or intangible, which is used in connection with the Business as currently conducted or proposed to be conducted; (ii) has any claim or cause of action against the Company; (iii) owes any money to the Company or is owed money from the Company; (iv) is a party to any Contract or other arrangement, written or oral, with the Company; or (v) provides services or resources to the Company or is dependent on services or resources provided by the Company. Schedule 4.19 sets forth every business relationship (other than normal employment relationships) between the Company, on the one hand, and such member of the Company's present or former equityholders, partners, officers, managers, directors, employees or, to the Company's Knowledge, members of their families (or any entity in which any of them has a material financial interest, directly or indirectly), on the other hand.

4.20. Books and Records. The minute books and stock record books of the Company, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Company contain accurate and complete records of all meetings, and actions taken by written consent of, the stockholders, the board of directors and any committees of the board, and no meeting, or action taken by written consent, of any such stockholders, board or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Company.

4.21. Broker Fees. Except as set forth on Schedule 4.21, the Company has not employed any broker, finder or agent or has incurred or will incur any obligation or Liability to any broker, finder or agent with respect to the transactions contemplated by this Agreement or otherwise, and all fees and expenses and other obligations payable in connection with or as a result of such agreements will be paid by Sellers, and Buyer will have no obligations in respect thereof.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER AND MERGER SUB

Except as set forth in any Buyer disclosure schedules attached to this Agreement, Buyer and Merger Sub hereby represents and warrants to Sellers, as of the date of this Agreement and as of the Closing Date, as follows:

5.1. **Organization.** As of the date of this Agreement, Buyer is a corporation organized, validly existing and in good standing under the laws of the province of Ontario. Buyer has all requisite corporate power and authority to own, operate and lease its properties and carry on its businesses as now conducted. Buyer is duly licensed and qualified to do business in and is in good standing under the laws of each jurisdiction where the failure to do so would have a Buyer Material Adverse Effect. Merger Sub is a corporation organized, validly existing and in good standing under the laws of the State of Delaware. Merger Sub is a newly formed entity that has been formed solely for the purposes of the Merger and has not carried on any business or engaged in any activities other than those reasonably related to the Merger.

5.2. **Authorization.** Buyer and Merger Sub have the full corporate power, right and authority to enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which Buyer and Merger Sub is a party have been duly and properly authorized by Buyer or Merger Sub, as applicable, by all requisite action in accordance with applicable law and with the Charter Documents of such party. This Agreement and each of the Transaction Documents to which Buyer and Merger Sub is a party have been duly executed and delivered by Buyer and Merger Sub, as applicable, and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties thereto, constitute the valid and legally binding obligation of Buyer and Merger Sub and are enforceable against Buyer and Merger Sub in accordance with their respective terms, except as may be limited by the Bankruptcy and Equity Exception.

5.3. **Noncontravention.** The execution, delivery and performance by Buyer and Merger Sub of this Agreement and the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby or thereby will not: (a) except with respect to federal Laws related to cannabis, violate or conflict with or result in a breach of or default under any provision of any Laws; (b) constitute a default under the Charter Documents of Buyer or Merger Sub; (c) constitute a default or an event which would permit any party to terminate, or accelerate the maturity of any indebtedness or other obligation under, any material Contract, agreement, indenture, mortgage, note, bond, license or other instrument to which Buyer or Merger Sub is a party or by which Buyer or Merger Sub, or Buyer's or Merger Sub's properties, are bound or subject; or (d) except for the filing of the Certificate of Merger as contemplated by this Agreement, the Requisite Approval, such authorizations and filings as may be required under the HSR Act and other antitrust laws applicable to the transactions contemplated by this Agreement and such authorizations, exemptions, filings and other actions as may be required under applicable securities laws, require any material authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any Governmental Authority or other Person, except in the case of clauses (a), (b) or (c), other than such violations, conflicts, breaches, defaults or rights to terminate

or accelerate that individually or in the aggregate would not reasonably be expected to have a Buyer Material Adverse Effect.

5.4. Capitalization. On the Closing Date, the RWB Stock will be duly and validly issued, outstanding as fully paid and non-assessable.

5.5. Brokers or Finders. Buyer has not employed any broker, finder or agent or has incurred or will incur any obligation or Liability to any broker, finder or agent with respect to the transactions contemplated by this Agreement or otherwise, and all fees and expenses and other obligations payable in connection with or as a result of such agreements will be paid by Buyer, and Seller will have no obligations in respect thereof.

5.6. Compliance with Applicable Laws. Except as set forth on Schedule 5.6 as to Michicann and except as set forth in the public record for RWB (as of Closing), (i) Buyer and Merger Sub are and have been in material compliance with all Laws applicable to them or the operation, use, occupancy or ownership of their assets or properties or conduct of their business, and none of the Buyer or Merger Sub has received written notice (and to the Buyer's and Merger Sub's Knowledge, any oral notice) from any Governmental Authority regarding any failure to so comply; (ii) none of the Buyer or Merger Sub have (x) been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action or (y) made any bribes, kickback payments or similar payments of cash or other consideration or paid any remuneration, in cash or in kind, in violation of 42 U.S.C. § 1320a-7b(b) or similar provisions of applicable Law, that is capable of forming the basis of criminal prosecution of, or civil action against, the Buyer or Merger Sub. The Buyer and Merger Sub have not certified, represented or otherwise indicated (either orally or in writing) to any Person, including any Governmental Authority, that either of them is a woman- or minority-owned business, small business or any other similar designation that entitles the Buyer or Merger Sub, or their respective businesses, to a favored status or benefits.

5.7. Financial Statements.

(a) Schedule 5.7 contains true and complete copies of the following financial statements of the Buyer as of the date of this Agreement (the "Buyer Financial Statements"):

(i) the unaudited consolidated balance sheets of the Buyer as of December 31, 2018, and the related statements of income and cash flows for the years then ended; and

(ii) the unaudited consolidated balance sheet of the Buyer as of June 30, 2019, and the related statements of income and cash flows for the six-month period then ended (the "Buyer Interim Financials").

(b) Each of the Buyer Financial Statements is complete and correct in all material respects, is consistent with the books and records of the Buyer and accurately and completely, in all material respects, presents the Buyer's financial condition, assets and Liabilities as of their respective dates and the results of operations and cash flows for the periods related thereto in accordance with GAAP consistently applied throughout the periods covered thereby, and except that the Buyer Interim Financials are subject to normal year-end adjustments or accruals and lack

the footnote disclosure otherwise required by GAAP. The reserves reflected in the Financial Statements are reasonable and have been calculated in a consistent manner.

ARTICLE VI.

COVENANTS PRIOR TO CLOSING

Each of the parties hereto covenants and agrees as follows with respect to the period between the date of this Agreement and the Closing:

6.1. General. Subject to the terms of this Agreement, each party hereto shall use reasonable commercial efforts to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions set forth in ARTICLE VII). Without limiting the foregoing, each of the parties shall execute and deliver all agreements and other documents required to be delivered by or on behalf of such party under ARTICLE VII.

6.2. Notices and Consents.

(a) Each Seller and the Company shall give all required notices to third parties and use commercially reasonable efforts to obtain all required third party consents in connection with the matters contemplated by this Agreement.

(b) Each of the parties hereto shall give any notices to, make any filings with, and use commercially reasonable efforts to obtain any authorizations, consents and approvals of all Governmental Authorities in connection with the transactions contemplated by this Agreement (including, if applicable, those under the HSR Act).

6.3. Conduct of Business by the Parties.

(a) Except as required by Law or as otherwise expressly permitted or specifically contemplated by this Agreement, the Buyer covenants and agrees to and Sellers covenant and agree to cause the Company to, during the period from the date of this Agreement until the earlier of either the Effective Time or the time that this Agreement is terminated by its terms, unless the other party shall otherwise agree in writing, conduct its business and maintain its assets (including the Owned Real Property) in the usual and ordinary course of business.

(b) Without limiting the generality of the foregoing:

(i) Sellers shall (and shall cause the Company to) use commercially reasonable efforts to preserve the goodwill and organization of its businesses and the relationships with its customers, suppliers, employees and other business relations; and

(ii) Sellers shall not (and shall cause the Company not to) take or omit to take any action that would have required disclosure pursuant to Section 4.5 if such action had been taken after January 1, 2019 and prior to the date hereof or would otherwise result in a breach of the representations and warranties in Section 4.17 with respect to the Company in this Agreement.

6.4. Access. From the date hereof through Closing: Sellers shall cause the Company to grant telephonic, email and other reasonable access to Buyer during normal business hours and upon reasonable notice to the real properties, assets, books and records and other information relating to the Company and its operations and such other financial and operating data as Buyer and its representatives may reasonably request. In addition, upon Buyer's request and Sellers' consent (not to be unreasonably withheld, conditioned or delayed), Sellers shall cooperate with Buyer to facilitate the orderly transition of the Company and its business to Buyer (including, without limitation, by providing reasonable access to the premises, books and records and employees of the Company and discussing the affairs, finances and business of the Company). Without limiting the foregoing, Sellers shall provide to Buyer copies of existing environmental reports including Phase I and/or Phase II environmental studies; copies of existing geotechnical reports and soil testing reports and analyses in the possession of the Company or Sellers with respect to the Owned Real Property and Leased Real Property and the Company's operations thereon and also, subject to the limitations set forth in Section 10.1(h), permit Buyer and its representatives to conduct environmental due diligence of the Company and the Owned Real Property and Leased Real Property (including but not limited to a Phase I environmental study)(such historical reports and new reports obtained by Buyer, collectively, the "Environmental Assessment Reports").

6.5. Schedule Updates. If any event, condition, fact or circumstance that is required to be disclosed pursuant to Section 6.6 requires any change in any Schedule to this Agreement, or if any such event, condition, fact or circumstance would require such a change assuming the Schedule were dated as of the date of the occurrence, existence or discovery of such event, condition, fact or circumstance, then Sellers or Buyer, as applicable, shall promptly deliver to the other party an update to the Schedules specifying such change, which update shall be deemed to have been provided for informational purposes only and shall not be deemed to supplement or amend the Schedules for purposes of determining the accuracy of any of the representations and warranties contained in this Agreement or determining whether any of the conditions of Section 7.1 has been satisfied, unless Sellers or Buyer, as applicable, has consented in writing to such supplement or amendment, which consent shall not be unreasonably withheld, delayed or conditioned.

6.6. Notice of Material Developments. Each party hereto shall give prompt written notice to the other parties of (a) any material variances in any of its representations or warranties contained in ARTICLE III, ARTICLE IV or ARTICLE V, as the case may be, (b) any material breach of any covenant or agreement hereunder by such party and (c) any other material development affecting the ability of such party to consummate the transactions contemplated by this Agreement. Delivery of any such notice by any party hereto shall have no effect on the rights and obligations of the parties hereunder.

6.7. Exclusivity. None of the Sellers nor the Company shall (and the Sellers and the Company shall cause their respective Affiliates, officers, directors, managers, employees, agents, consultants, financial advisors, accountants, legal counsel and other representatives not to), directly or indirectly, (a) submit, solicit, initiate, encourage or discuss any proposal or offer from any Person (other than Buyer and its Affiliates in connection with the transactions contemplated hereby) or enter into any agreement or accept any offer relating to or consummate any (i) reorganization, liquidation, dissolution or recapitalization of the Company or the Owned Real

Property or the Leased Real Property, (ii) merger or consolidation involving the Company, (iii) purchase or sale of any assets or Equity Interests (or any rights to acquire, or securities convertible into or exchangeable for, any such Equity Interests) of the Company or of the Owned Real Property or Leased Real Property, or (iv) similar transaction or business combination involving the Company or its business or assets or the Owned Real Property or Leased Real Property (each of the foregoing transactions described in clauses (i) through (iv), a “Company Transaction”) or (b) furnish any information with respect to, assist or participate in or facilitate in any other manner any effort or attempt by any Person (other than Buyer and its Affiliates) to do or seek to do any of the foregoing. The Sellers and the Company agree to notify Buyer immediately if any Person after the date hereof makes any proposal, offer, inquiry or contact with respect to a Company Transaction.

6.8. Tax Covenant. Without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not make or change any Tax election that is not consistent with the Company's past practices in making tax elections, change a Tax accounting method or period, file any amended Tax Return (excluding for this purpose the income Tax Returns for the Company's 2016 and 2017 tax years), fail to pay any Tax when it becomes due and payable, enter into any closing agreement, settle any Tax claim or assessment relating to the Company, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company.

6.9. Pre-Closing Restructuring Transactions. On the date that is no later than ten (10) business days prior to the Closing Date, Sellers shall cause the creation of RetainCo and the consummation of the Pre-Closing Restructuring Transactions in accordance with this Agreement and the Restructuring Transaction Documents.

6.10. Additional Seller. It is anticipated Sellers may transfer a portion (less than 10% in the aggregate) of their Company Capital Stock to Bruce Daniel prior to Closing. Sellers shall provide evidence of such transfer satisfactory to Buyer and Mr. Daniel shall execute a counterpart signature page to this Agreement, whereby he will agree to be bound by the terms, conditions and obligations herein and make the representations of Sellers herein as though an original party hereto, and Sellers shall update Schedule 4.4 to reflect such issuance of Company Capital Stock.

6.11. Open LUST File. As soon as practicable, but commencing prior to Closing, (i) Sellers will take all actions necessary to cause the closure from the Illinois Environmental Protection Agency (or such other governmental authority with jurisdiction) (collectively, “IEPA”) of that certain open LUST file (No. 941345) with respect to the previously removed underground storage tanks at the Owned Real Property and Leased Real Property (the “LUST Matter”), and will use their best efforts to obtain such closure within one (1) year of Closing, it being recognized and understood that IEPA closure may be delayed to due to required sampling and analysis that lengthens the IEPA closure timing, or bureaucratic delays which add to or lengthen the IEPA closure timing. Buyer understands, consents and agrees that, notwithstanding the IEPA closure of the LUST Matter, hazardous substances will remain and be present at, in, on, upon, under, beneath and/or migrating to or from the Property, and that the IEPA closure of the LUST Matter, as a consequence of the hazardous substances which remain and are present after the IEPA closure of the LUST Matter, may include conditions such as installation, maintenance and inspection of a

cap or cover, as well as a recorded notice or restriction against the title of the Property due to and regarding the continued presence of hazardous substances at, in, on, upon, and/or beneath and migrating to or from the Property after the IEPA closure of the LUST Matter.

ARTICLE VII.

CONDITIONS TO CLOSING

7.1. Conditions to Buyer's and Merger Sub's Obligations. The obligation of Buyer and Merger Sub to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(a) Each of the representations and warranties contained in ARTICLE III or ARTICLE IV of this Agreement (i) that is qualified as to or by materiality or Company Material Adverse Effect shall, subject to such qualification be true and correct in all respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all respects as of such earlier time or date)) and (ii) that is not qualified as to or by materiality or Company Material Adverse Effect shall be true and correct in all material respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all material respects as of such earlier time or date)), in each case, without taking into account any disclosures to Buyer and Merger Sub pursuant to Section 6.6.

(b) Each Seller and the Company shall have performed in all material respects all of the covenants and agreements required to be performed by them hereunder prior to the Closing;

(c) No Proceeding shall be pending or to the Company's Knowledge overtly threatened by or before any Governmental Authority or any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge could reasonably be expected to (i) prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby or declare unlawful any of the transactions contemplated hereby, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (iii) affect adversely the right of Buyer to own the Company Capital Stock or operate the businesses of or control the Company, (iv) affect adversely the right of the Company to own their respective assets or control their respective businesses or (v) result in any material damages being assessed against the Company; and no such injunction, judgment, order, decree or ruling shall have been entered or be in effect;

(d) Since the date hereof, no fact, event or circumstance has occurred or arisen that, individually or in combination with any other fact, event or circumstance, has had or would reasonably be expected to have a Company Material Adverse Effect;

(e) At the Closing, Sellers shall have delivered to Buyer and Merger Sub a certificate dated the date of the Closing and signed by Sellers, stating that the conditions specified in Section 7.1(a) and Section 7.1(b) have been satisfied as of the Closing;

(f) Buyer shall have received from Sellers the Closing deliveries of Sellers as set forth in Section 2.6 hereof;

(g) Buyer or its Affiliate shall have entered into a Real Estate Purchase Agreement with VW Properties, Inc. with respect to the purchase of the remaining portion of the Illinois Facility (the “Real Estate Purchase Agreement”), satisfactory to Buyer (or its Affiliate), but substantially in the form attached hereto as Exhibit B, and the closing provided for in such Real Estate Purchase Agreement shall have occurred contemporaneously with the Closing contemplated by this Agreement;

(h) The environmental condition of the Owned Real Property and Leased Real Property is acceptable to Buyer, including but not limited to a Phase I;

(i) Buyer shall have the right to conduct title and survey work on the Owned Real Property and Leased Real Property (in accordance with and on the same terms set forth in the Real Estate Purchase Agreement, and such terms are incorporated herein by reference) and the title and survey conditions shall be acceptable to Buyer;

(j) Buyer (and RWB, following consummation of the RTO) shall have received approval of the transactions contemplated by this Agreement and the Transaction Documents from the board and the shareholders of Buyer (and of RWB, following consummation of the RTO) and the Canadian Securities Exchange (following consummation of the RTO), as applicable (the “Requisite Approval”);

(k) All intercompany/affiliate arrangements providing services, benefits or assets to the Company necessary for the conduct of the Business shall have been addressed in a manner acceptable to Buyer (which may include termination of such arrangements and the direct assignment and transfer of such rights, interests and/or assets to the Company pursuant to the Pre-Closing Restructuring Transactions or the provision of transition services to the Company after Closing pursuant to transition services agreements);

(l) Buyer shall have received evidence that the Pre-Closing Restructuring Transactions have been consummated and is acceptable to Buyer;

(m) The Specified Indebtedness shall have been refinanced (or assumed, at Buyer’s election) to the satisfaction of Buyer (including receipt of a payoff letter and Lien release from the holder of the Specified Indebtedness with respect to the Company, any assets of the Business and the Company Capital Stock, for purposes of the refinancing or assumption of such Specified Indebtedness as contemplated herein);

(n) Receipt of all governmental and regulatory consents, approvals, licenses and authorizations and making of notices and filings that are necessary for (i) Buyer (or, RWB, following the RTO) to consummate the transactions contemplated at the Closing hereby, (ii) Buyer (or, RWB, following the RTO) to own all of the shares of stock in the Surviving Corporation and to operate the Business of and control the Surviving Corporation following the Closing as proposed to be conducted (including, the right to use the Permits), in each case, in form and substance satisfactory to Buyer, and (iii) the issuance of the RWB Stock and RWB Stock Issuance Right to

Sellers and deposit of the RWB Stock and RWB Stock Issuance Right into escrow pursuant to Lock-Up Escrow Agreements as contemplated hereby; and

(o) If the LUST Matter has not been closed pursuant to Section 6.11 by Closing, the Parties have executed a customary access and indemnity agreement in form reasonably acceptable to the Parties, with respect to Sellers' remediation work to be conducted on the Property with respect to the LUST Matter after the Closing pursuant to Section 6.11.

Any condition specified in this Section 7.1 may be waived by Buyer if such waiver is set forth in a writing duly executed and delivered to Seller by Buyer.

7.2. Conditions to the Company's and Sellers' Obligations. The obligation of the Company and the Sellers to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(a) Each of the representations and warranties contained in ARTICLE V hereof shall be true and correct in all material respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all material respects as of such earlier time or date)), without taking into account any disclosures to the Company and the Sellers pursuant to Section 6.6;

(b) Buyer and Merger Sub shall have performed in all material respects all the covenants and agreements required to be performed by it hereunder prior to the Closing;

(c) No Proceeding shall be pending before any Governmental Authority or any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge could reasonably be expected to (i) prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby or declare unlawful any of the transactions contemplated hereby or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation; and no such injunction, judgment, order, decree or ruling shall be in effect;

(d) Since the date hereof, no fact, event or circumstance has occurred or arisen that, individually or in combination with any other fact, event or circumstance, has had or would reasonably be expected to have a Buyer Material Adverse Effect;

(e) At the Closing, Buyer shall have delivered to Sellers a certificate dated the date of the Closing and signed by an authorized officer of Buyer, stating that the conditions specified in Section 7.2(a) and Section 7.2(b) above have been satisfied;

(f) The closing provided for in the Real Estate Purchase Agreement shall have occurred contemporaneously with the Closing contemplated by this Agreement;

(g) The Specified Indebtedness shall have been refinanced or assumed in its entirety as contemplated by this Agreement, which refinancing or assumption, for the avoidance of doubt, shall expressly provide for the removal of all Guarantees of Sellers in connection with such specified indebtedness;

(h) Sellers shall have received from Buyer and Merger Sub the Closing deliveries of Buyer and Merger Sub as set forth in Section 7.2 hereof; and

Any condition specified in this Section 7.2 may be waived if such waiver is set forth in a writing duly executed and delivered to Buyer or Merger Sub by Sellers.

7.3. Mutual Conditions to the Parties' Obligations. The obligation of the parties to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(a) The filings of the Parties pursuant to the HSR Act, if any, shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

(b) The completion of the reverse takeover transaction currently proposed between Buyer and Tidal Royalty Corp. pursuant to that Business Combination Agreement dated as May 8, 2019 (the "RTO") and subsequent assignment by Buyer of this Agreement to Red White & Bloom Inc. (the resulting issuer in the RTO) ("RWB").

(c) Buyer and Sellers shall mutually agree upon the calculation of the final Hemp Operations Payable.

Any condition specified in this Section 7.3 may be waived if such waiver is set forth in a writing duly executed by Buyer and Sellers.

ARTICLE VIII.

TERMINATION

8.1. Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

(a) By the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) By Buyer if (i) at any time any of the representations or warranties of the Company or the Sellers in this Agreement becomes untrue or inaccurate such that the condition set forth in Section 7.1(a) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8.1(b)) or (ii) there has been a breach on the part of the Company or the Sellers of any of their covenants or agreements contained in this Agreement such that the condition set forth in Section 7.1(b) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8.1(b)), and, in the case of any covenant breach, such breach (if curable) has not been cured within fifteen (15) days after delivery of notice thereof by Buyer to Sellers;

(c) By Sellers if (i) at any time any of the representations or warranties of Buyer or Merger Sub in this Agreement becomes untrue or inaccurate such that the condition set forth in Section 7.2(a) would not be satisfied (treating such time as if it were the Closing for purposes of

applying this Section 8.1(c)) or (ii) there has been a breach on the part of Buyer or Merger Sub of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 7.2(b) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8.1(c)), and, in the case of any covenant breach, such breach (if curable) has not been cured within fifteen (15) days after delivery of notice thereof by Sellers to Buyer;

(d) By either Buyer or Sellers, on thirty (30) days' prior written notice to the other party, if the transactions contemplated hereby have not been consummated by October 31, 2019

(e) By Buyer if either of the conditions in Section 7.1(h) or (i) are not, or become incapable of being satisfied, for Closing.

8.2. Effect of Termination. In the event of termination of this Agreement as provided above, this Agreement shall immediately terminate and have no further force and effect, except that (a) this Section 8.2, Section 8.3, Section 9.2(d) and ARTICLE XI (Miscellaneous) shall survive such termination indefinitely and (b) nothing in Section 8.1 or this Section 8.2 shall be deemed to release any party from any Liability for any breach by such party of the terms and provisions of this Agreement. In the event of the Real Estate Purchase Agreement is terminated prior to Closing in accordance with its terms, the Parties agree that this Agreement shall automatically terminate concurrently therewith without any further action by either party.

8.3. Return of Deposit. In the event that the transactions contemplated under this Agreement shall fail to close as provided herein for any reason whatsoever and this Agreement is terminated, Sellers shall return the Deposit to Buyer in full in cash (without setoff, deduction or counterclaim) within twelve months of the date of termination of this Agreement and in no event shall Sellers have the right to retain any portion of such Deposit. If requested by Buyer (prior to termination or any time thereafter), Sellers shall execute an installment payment agreement, promissory note or other documentation to further evidence such repayment obligation to Buyer.

ARTICLE IX.

POST-CLOSING COVENANTS

9.1. Tax Matters.

(a) For purposes of this Agreement, in the case of any Taxable period that includes (but does not end on) the Tax Effective Time (the "Straddle Period"), the amount of any Taxes of the Company that are not based on or measured by income, receipts, profits, wages, or that are not imposed in connection with any sale or other transfer or assignment of property or any other specifically identifiable transaction or event for the Straddle Period which relate to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period up to and including the Tax Effective Time and the denominator of which is the total number of days in such Straddle Period, and the amount of any Taxes of the Company that are based on or measured by income, receipts, profits, wages, or that are imposed in connection with any sale or other transfer or assignment of property or any other specifically identifiable transaction or event for the Straddle

Period which relates to the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the Tax Effective Time; provided however, that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions) shall be allocated pro-rata between the period ending on the Tax Effective Time and the period after the Tax Effective Time. All determinations necessary to give effect to the foregoing allocations shall be made in a manner consistent with the prior practices of the Company.

(b) Sellers shall prepare or cause to be prepared and shall timely file or cause to be filed, all income Tax Returns for the Company for all Tax periods ending on or before the Tax Effective Time, including those which are due to be filed after the Closing Date, which Tax Returns shall be prepared consistent with the past practices of the Company to the extent consistent with applicable Law. Sellers shall submit each such Tax Return to Buyers at least thirty (30) days prior to their due date, for Buyers' review and comment. Buyer and Seller shall negotiate in good faith to resolve any dispute or disagreement with respect to any Tax Return prepared under this Section 9.1(b). If Buyer and Seller cannot, through such good-faith negotiation, resolve any dispute or disagreement over any of Buyer's comments within thirty (30) days, then their disagreement shall be resolved by a qualified tax professional employed by the Independent Accountant. The resolution of any such dispute shall not delay the filing of any such Tax Return beyond its due date and such Tax Return shall be filed in a manner Sellers deem correct. Following resolution of such dispute or disagreement, such Tax Return shall be amended if and as necessary to conform to the resolution of such disagreement.

(c) Except for those income Tax Returns that the Sellers are responsible for preparing under Section 9.1(b), Buyer shall prepare and file all Tax Returns for the Company which relate in whole or in part to any Pre-Closing Tax Period, and which are filed after the Closing Date, which Tax Returns shall be prepared consistent with the past practices of the Company to the extent consistent with applicable Law. Buyer shall submit each such Tax Return to Sellers at least thirty (30) days prior to their due date, for Sellers' review and comment. Buyer and Seller shall negotiate in good faith to resolve any dispute or disagreement with respect to any Tax Return prepared under this Section 9.1(c). If Buyer and Seller cannot, through such good-faith negotiation, resolve any dispute or disagreement over any such other comment within thirty (30) days, then their disagreement shall be resolved by a qualified tax professional employed by the Independent Accountant. The resolution of any such dispute shall not delay the filing of any such Tax Return beyond its due date and such Tax Return shall be filed in a manner the Buyer deems correct. Following resolution of such dispute or disagreement, such Tax Return shall be amended if and as necessary to conform to the resolution of such disagreement.

(d) Each party hereto will provide to each of the other parties hereto such cooperation and information as any of them reasonably may request in filing any Tax Return, determining a Liability for Taxes or in conducting any audit or other Proceeding in respect of Taxes. Such cooperation and information shall include signing any Tax Return, amended Tax Return, and claims or other documents necessary to settle any Tax controversy, providing copies of all relevant portions of relevant Tax Returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings or other determinations by any Governmental Authority and relevant records concerning the ownership and Tax basis of property, which any such party may possess, Sellers shall turn over to Buyer copies of all Tax Returns, schedules and work papers, and all material records or other documents in its possession, relating

to Taxes of the Company, and shall make employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(e) Any refund of Taxes of the Company, or any amounts credited against such Taxes, (including any interest actually received or credited with respect thereto) attributable (or treated as attributable) to any period occurring on or before the Closing Date shall be the property of Sellers, shall be paid reasonably promptly to the Sellers and, if received by, or credited to, Buyer, the Company or any other affiliated entity of Buyer, shall be payable reasonably promptly to the Sellers.

(f) All Tax sharing agreements or similar agreements and powers of attorney with respect to or involving the Company shall be terminated as of the Closing Date and, after the Closing Date, the Company shall not be bound thereby or have any Liability thereunder.

(g) All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be paid by one-half by Sellers and one-half by Buyer, and the Company shall file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees, and, if required by applicable Law, Buyer and Sellers shall join in the execution of any such Tax Returns and other documentation.

(h) Sellers and Buyer agree to treat (and have the Company treat) any Seller Transaction Expenses paid on or before the Tax Effective Time as deductible in a Pre-Closing Tax Period to the extent permissible by applicable Law.

(i) Tax Proceedings.

(i) If Buyer or the Company receives notice of any audit, assessment, examination, action, claim, suit, investigation or other inquiry (a "Tax Proceeding") with respect to Taxes for a Pre-Closing Tax Period, Buyer shall promptly inform Sellers of such notice (which notice shall include copies of any corresponding received from any Tax authority); provided, however, that the failure to provide such notice will not affect any right of Buyer to indemnification hereunder except to the extent that Sellers' defense of a Tax Proceeding is prejudiced by such failure.

(ii) At their election, Sellers shall control any Tax Proceeding of the Company solely with respect to a Pre-Closing Tax Period ("Seller Tax Proceeding"), at Sellers' sole expense; provided that, Sellers shall notify Buyer, in writing, of Sellers' election to control any Seller Tax Proceeding within 15 days of receiving Buyer's notice delivered pursuant to Section 9.1(i)(i). Sellers shall keep Buyer reasonably informed regarding any Seller Tax Proceeding, provide Buyer with material information and documents related thereto, permit Buyer or its representative, at Buyer's sole expense, to participate in the defense of any Seller Tax Proceeding, and not settle any issue therein without the consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) if such action would adversely affect the Tax-related liabilities of the Company or Buyer for any Tax period commencing after the Closing Date.

In the event that Sellers do not elect to control a Seller Tax Proceeding or fail to notify Buyer pursuant to the first sentence of this Section 9.1(i)(ii), Buyer shall control such Seller Tax Proceeding, shall consult with Sellers regarding any Seller Tax Proceeding, provide Sellers with information and documents related thereto, permit Sellers or their representatives to participate in the defense any Seller Tax Proceeding, and not settle any issue therein without the consent of Sellers (which consent shall not be unreasonably withheld, conditioned or delayed).

(j) Without the prior written consent of Sellers, such consent not to be unreasonably withheld, conditioned or delayed, Buyer will not, and will cause the Company not to, (i) amend any Tax Return relating to a Pre-Closing Tax Period, (ii) change an annual accounting period, adopt or change any accounting method, or file or amend any Tax election, in each case concerning the Company with respect to a Pre-Closing Tax Period, (iii) extend or waive the applicable statute of limitations with respect to a Tax of the Company for a Pre-Closing Tax Period, or (iv) initiate or participate in any voluntary disclosure program with any Government Authority regarding any Tax (or potential Tax) or Tax Returns of the Company for a Pre-Closing Tax Period.

(k) To the extent that any obligation or responsibility pursuant to ARTICLE X may overlap with an obligation or responsibility pursuant to this Section 9.1, the provisions of this Section 9.1 shall govern.

9.2. Restrictive Covenants.

(a) Sellers' Acknowledgment. At the Closing, each Seller will receive valuable consideration as a result of Sellers direct or indirect ownership of Company Capital Stock, and each Seller therefore has a material economic interest in the consummation of the transaction contemplated by this Agreement. Each Seller's obligations under this Agreement, including this Section 9.2, are each essential parts of the transactions contemplated by this Agreement, and in order to protect the goodwill related to the business and operations of the Business and the Company Capital Stock, each such Person has agreed to the restrictive covenants set forth in this Section 9.2.

(b) Non-Compete. Each Seller hereby agrees that from and after the Closing Date and continuing for two (2) years from the Closing Date (the "Restricted Period"), he, she or it shall not directly or indirectly, as an employee, agent, consultant, director, equityholder, manager, co-partner or in any other individual or representative capacity, own, operate, manage, control, engage in, invest in, be employed by or participate in any manner in, act as a consultant or advisor to, render services for (alone or in association with any Person), or otherwise assist any Person that engages in or owns, invests in, operates, manages or controls any venture or enterprise that directly or indirectly engages or proposes to engage (i) in the business of cannabis production in Canada or in any State in which Buyer is currently conducting such business and/or (ii) in the business of indoor and outdoor hemp cultivation, processing and/or handling (including possessing, storing or transporting) anywhere in the State of Illinois (collectively, the "Restricted Business"); provided, however, that nothing contained herein shall be construed to prevent (i) a Seller or its Affiliates from engaging Marquis Extraction Technology, LLC and its affiliates to provide processing services with respect to its Kentucky operations described below, or (ii) a Seller or Consulting Affiliate from holding its shares of RWB Stock issued pursuant to the transactions contemplated hereby or otherwise investing in the stock of any competing corporation listed on a

national securities exchange or traded in the over the counter market so long as such party is not involved in the business of said corporation and such party does not own more than five percent (5%) of the stock of such corporation. For clarity, Sellers' ownership, management and participation in Color Point, LLC's (and its affiliates) business of hemp cultivation and processing in the State of Kentucky will not be deemed a violation of Section 9.2(b)(ii) so long as such business is not conducted directly or indirectly anywhere in the State of Illinois. Notwithstanding the foregoing, the parties agree that Sellers' ownership, management and participation in AgTech Scientific Corp., a Nevada corporation (or any successor thereto by virtue of merger, share exchange, or other business combination) ("ASC") shall not be deemed a violation of this Section so long as ACS does not enter into contracts with agricultural producers located in Illinois to grow hemp products; provided, however, that in the event the Sellers are no longer members of the Board of Directors of ASC, or Sellers do not collectively control over 20% of the shares of ASC, the parties agree that Sellers' ownership of ASC shall not be deemed a violation of this Section.

(c) Non-Solicitation of Employees. During the Restricted Period, no Seller shall (and shall cause his Affiliates not to), directly or indirectly, as an employee, agent, consultant, director, equityholder, manager, co-partner or in any other capacity, without the prior written consent of Buyer, employ, engage, recruit or solicit for employment or engagement, any Person who is (or was within twelve (12) months of the Closing Date) employed or engaged by Buyer or the Company or otherwise seek to influence or alter any such Person's relationship with any of the foregoing.

(d) Non-Disparagement. Each Seller agrees that he shall not (and shall cause his Affiliates not to), (i) make any negative statement or communication regarding Buyer, the Company or any of their respective Affiliates or employees with the intent to harm any such Person or (ii) make any derogatory or disparaging statement or communication regarding Buyer, the Company or any of their respective Affiliates or employees.

(e) Confidential Information. From the date hereof and thereafter, the Sellers shall keep secret and retain in strictest confidence, and shall not, without the prior written consent of Buyer, furnish, make available or disclose to any third party or use for the benefit of itself or any third party, any Confidential Information; provided, however, that nothing contained herein shall be deemed to prevent the Sellers from making such disclosures as may be (x) required to be filed with or submitted to regulatory agencies or bodies (including pursuant to a Tax Return), (y) required by applicable Law; or (z) otherwise expressly permitted by other provisions of this Agreement. As used in this Section 9.2(c), "Confidential Information" shall mean any information relating to (i) this Agreement or the Transaction Documents or the transactions contemplated hereby or thereby or (ii) the business or affairs of Buyer, the Company and their respective Affiliates, including, without limitation, information relating to financial statements, client or customer identities, potential clients or customers, employees, suppliers, servicing methods, recipes, equipment, programs, strategies and information, analyses, profit margins or any other proprietary information; provided, however, that Confidential Information shall not include any information which is in the public domain or becomes generally known in the public domain through no wrongful act on the part of any of the Sellers. The Sellers acknowledge that the Confidential Information is vital, sensitive, confidential and proprietary to the Buyer and the Company.

(f) Enforceability; Blue Pencil. The Sellers recognize that the territorial, time and scope limitations set forth in this Section 9.2 are reasonable and are properly required for the protection of Buyer's legitimate interest in client relationships, goodwill and trade secrets of the Business. In the event that any such territorial, time or scope limitation is deemed to be unreasonable by a court of competent jurisdiction, Buyer and the Sellers agree, and the Sellers submit, to the reduction of any or all of said territorial, time or scope limitations to such an area, period or scope as said court shall deem reasonable under the circumstances. If such partial enforcement is not possible, the provision shall be deemed severed, and the remaining provisions of this Agreement shall remain in full force and effect.

(g) Remedies. The Sellers and Buyer acknowledge and agree that the covenants set forth in this Section 9.2 hereof are reasonable and necessary for the protection of Buyer's interests, that irreparable injury will result if a Seller breaches any of the terms of this Section 9.2, and that in the event of a Seller's actual or threatened breach of any of the provisions contained in this Section 9.2, Buyer will have no adequate remedy at Law. The Sellers and Buyer accordingly agree that in the event of any actual or threatened breach by a Seller of any of the provisions contained in this Section 9.2, Buyer will be entitled to such injunctive and other equitable relief as may be deemed necessary or appropriate by a court of competent jurisdiction, without the requirement of posting a bond or other security or proving the lack or inadequacy of a remedy at Law. Nothing contained herein shall be construed as prohibiting such parties from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages which it is able to prove.

9.3. Further Assurances. The Sellers and Buyer shall execute and deliver such further instruments of conveyance and transfer and take such additional actions as Buyer, on the one hand, or a Sellers, on the other hand, may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of the Company Capital Stock and the conduct by Buyer of the Business (including with respect to obtaining and maintaining all licenses, permits, authorizations, accreditations and consents necessary or desirable in connection therewith), and such other things necessary, proper or advisable under applicable Law as may reasonably be required to carry out the provisions of this Agreement, the Transactions Documents and to consummate the transactions contemplated, and each Seller shall execute such documents as may be reasonably necessary to assist Buyer in preserving or perfecting its rights in the Company Capital Stock and its ability to conduct the Business.

9.4. Release.

(a) Except as provided in Section 9.4(e) below, each Seller on behalf of itself and any Person who may be bound by it (collectively, the "Releasing Parties"), releases the Company, Buyer and each of their respective officers, directors, partners, members, managers, shareholders, Affiliates, Subsidiaries, agents, attorneys, employees, predecessors, successors, heirs and assigns (collectively, the "Released Parties") from any and all Proceedings, controversies, cross-claims, counter-claims, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or Liabilities of any nature whatsoever in law and in equity, both past and present (from the beginning of the world through the Closing Date) and whether known or unknown, suspected, or claimed against any of its, his or her Released Parties which such Releasing Party, or any officer, director, manager,

trustee, spouse, heir, executor, administrator, successor or assign of such Releasing Party, has or may have, which arise out of or are connected with the Company or any predecessor thereto, whether arising under any federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance, or under any public policy, Contract or tort, or under common law; or any claim for breach of Contract, infliction of emotional distress, defamation, or any claim for costs, fees, or other expenses, including, without limitation, attorneys' fees incurred in these matters (all of the foregoing collectively referred to herein as such Releasing Party's "Released Claims").

(b) Each Releasing Party represents that he, she or it has made no assignment or transfer of any Released Claim and agrees to indemnify and hold harmless the Released Parties from and against any and all Losses arising from or in any way related to any such assignment. Each Releasing Party acknowledges and intends that his, her or its execution and delivery of this release shall be effective as a bar to each and every one of the Released Claims, and expressly consents and agrees that this release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Released Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Released Claims), if any, as well as those relating to any other Released Claims hereinabove mentioned or implied.

(c) Each Releasing Party hereby covenants not to sue or to institute or cause to be instituted any Proceeding in any federal, state or local agency or any court or other tribunal against the Released Parties that is related directly or indirectly to any of the matters released in this Section 9.4. If any Releasing Party sues or otherwise institutes any such Proceeding, that Proceeding shall be dismissed upon presentation of this Agreement to the applicable agency, court or tribunal.

(d) Each Releasing Party agrees that if he, she or it violates any provision of this Agreement, such Releasing Party will pay all costs and expenses of defending against any related or resulting suit or other Proceeding incurred by his, her or its Released Parties, including reasonable attorneys' fees.

(e) Notwithstanding the foregoing, nothing herein shall operate to impair the rights and obligations under, or prevent the Releasing Party from asserting any claim against any Released Party that such Releasing Party may have, if any, arising under this Agreement or any other Transaction Document. However, each Seller hereby agrees that it shall not (and shall cause his, her or its Affiliates not to) make any claim for indemnification against Buyer, the Company or any of their respective Affiliates by reason of the fact that any Seller or any Affiliate of any Seller is or was a stockholder, member, director, manager, officer, employee or agent of the Company or any of its Affiliates or is or was serving at the request of the Company or any of its Affiliates as a partner, manager, trustee, director, officer, employee or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement or otherwise) with respect to any action, suit, proceeding, complaint, claim or demand brought by any of the Buyer Indemnified Parties against any Seller pursuant to this Agreement, and each Seller (on his, her or its own behalf and on behalf of his, her or its Affiliates) hereby acknowledges and agrees that he, she or it shall not have any claim or right to contribution

or indemnity from the Company or any of its Affiliates with respect to any amounts paid by it pursuant to this Agreement. In no event shall the Company or any of its Affiliates have any Liability whatsoever to any Seller (or any Affiliate of any Seller) for breaches of the representations, warranties, agreements or covenants of the Sellers hereunder, and each Seller shall not (and each Seller shall cause his, her or its Affiliates not to) in any event seek contribution from the Company or any of its Affiliates in respect of any payments required to be made by such Seller pursuant to this Agreement.

9.5. Company Name. From and after the Closing, no Seller nor any of their Affiliates shall use the words “MAG” or “Mid-American Growers” or any derivative of or reference to such words in connection with conducting any business.

9.6. Hemp Operations Payable. The Company will retain the Hemp Operations Payable, and subject to and after consummation of the Closing, Buyer will cause the Company to pay such Hemp Operations Payable on standard commercial terms, and not later than December 31, 2019.

9.7. Consulting Shares. At Closing, Buyer or its Affiliate will enter into a consulting agreement with Anne Hyde for certain services, pursuant to which she will be entitled to receive 137,362 shares of RWB Stock pursuant to an equity incentive plan or otherwise (the “Consulting Shares”), providing a vesting schedule for issuance of such Consulting Shares in 2020, in form acceptable to the parties thereto and subject to any requirements of applicable laws.

ARTICLE X.

INDEMNIFICATION

10.1. Indemnification by the Sellers. Subject to the limitations and conditions contained in this ARTICLE X, the Sellers agree to jointly and severally indemnify, defend and hold harmless Buyer and its respective Affiliates (for the avoidance of doubt, including the Company after the Closing and Real Estate Buyer) and each of their respective officers, directors, employees, agents, and representatives (each, a “Buyer Indemnified Party”), from and against, and to promptly pay to a Buyer Indemnified Party or reimburse a Buyer Indemnified Party for, any and all Liabilities (whether contingent, fixed or unfixed, liquidated or unliquidated, or otherwise), obligations, diminution in value, deficiencies, demands, claims, suits, actions, causes of action, assessments, losses, costs, expenses, interest, fines, penalties, damages or costs, or expenses of any and all investigations, proceedings, judgments, environmental analyses, remediations, settlements and compromises (including, without limitation, reasonable fees and expenses of attorneys, accountants and other experts) (individually, a “Loss” and collectively, the “Losses”) sustained or incurred by any Buyer Indemnified Party relating to, resulting from or arising out of any of the following:

(a) any inaccuracy in or breach of a representation or warranty made herein or in the Transaction Documents by a Seller;

(b) any non-compliance with or breach by a Seller of any of the covenants or agreements contained in this Agreement or the Transaction Documents to be performed by the Sellers, including, but not limited to, such covenants and agreements set forth in ARTICLE X hereunder;

(c) all Taxes (i) imposed on the Company for all Pre-Closing Tax Periods, (ii) for a Pre-Closing Tax Period of any member of an Affiliated Group of which the Company is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulation §1.1502-6 or any analogous or similar Law, and (iii) of any Person (other than the Company) imposed on the Company as a transferee or successor, by Contract or pursuant to Law, which Taxes relate to an event or transaction occurring before the Closing;

(d) any Indebtedness of the Company (excluding the assumption/refinancing of the Specified Indebtedness as contemplated herein);

(e) any Seller Transaction Expenses;

(f) any Excluded Liabilities (excluding the Hemp Operations Payable as contemplated herein);

(g) any of the items set forth on Schedule 10.1(g); and

(h) any environmental conditions at, under or on the Owned Real Property and Leased Real Property existing prior to Closing regardless of whether such conditions are actually discovered prior to the Closing (“Environmental Conditions”); provided, however, this subparagraph (h) shall not apply to any such condition discovered through laboratory analysis of environmental media (soil or groundwater) sampling conducted by or on behalf of a Buyer Indemnified Party after the Closing, except to the extent such sampling was either (i) required by a Governmental Authority pursuant to Law, (ii) conducted as part of an investigation of the 10,000 gallon underground storage tank or the 12,000 gallon underground storage tank disclosed on Schedule 4.17(ii), in the event either such tank has failed any mechanical or physical testing of the integrity of the UST system, including, but not limited to, hydrostatic testing or European suction testing (and such failure is not due to Buyer’s negligence or willful misconduct) or (iii) conducted as part of and to advance the IEPA closure of the LUST Matter in the event Buyer reasonably determines that Sellers have failed and/or refused to diligently pursue IEPA closure of the LUST Matter (the “Environmental Indemnity”). Except for the specific indemnities set forth on Schedule 10.1(g), this Environmental Indemnity shall be Sellers’ exclusive indemnification obligation to Buyer Indemnified Parties with respect to Environmental Conditions.

10.2. Indemnification by Buyer. Subject to the limitations and conditions contained in this ARTICLE X, Buyer agrees to indemnify, defend and hold harmless the Sellers, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (each, a “Seller Indemnified Party”) harmless from and against, and to promptly pay to a Seller Indemnified Party or reimburse a Seller Indemnified Party for, any and all Losses sustained or incurred by a Seller Indemnified Party relating to, resulting from or arising out of any non-compliance with or breach by Buyer or Merger Sub of any of the covenants or agreements contained in this Agreement or the Transaction Documents to be performed by Buyer or Merger

Sub, including, but not limited to, such covenants and agreements set forth in ARTICLE X hereunder.

10.3. Third Party Claims. In the event that subsequent to the Closing any Person entitled to indemnification under this Agreement (an “Indemnified Party”) receives notice of the assertion of any claim or of the commencement of any action or proceeding by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including, without limitation, any Federal, state or local domestic or foreign Governmental Authority) (a “Third Party Claim”) against such Indemnified Party, with respect to which a party to this Agreement is or may be required to provide indemnification under this Agreement (an “Indemnifying Party”), the Indemnified Party shall give written notice to the Indemnifying Party as promptly as practicable after learning of such claim. The Indemnifying Party shall not have the right to conduct the defense or compromise and settle any such Third Party Claim; however, any Indemnifying Party shall be entitled to participate in the defense of such Third Party Claim at such Indemnifying Party’s expense, and at its option (subject to the limitations set forth below) shall be entitled to assume the defense thereof by appointing reputable counsel reasonably acceptable to the Indemnified Party to be the lead counsel in connection with such defense; provided that, prior to the Indemnifying Party assuming control of such defense it shall first verify to the Indemnified Party in writing that such Indemnifying Party shall be fully responsible (with no reservation of any rights) for all Liabilities relating to such claim for indemnification and that such Indemnifying Party shall provide full indemnification to the Indemnified Party with respect to such action, lawsuit, proceeding, investigation or other claim giving rise to such claim for indemnification hereunder; and provided further, that:

(a) the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose; provided that the fees and expenses of such separate counsel shall be borne by the Indemnified Party (other than any fees and expenses of such separate counsel that are incurred prior to the date the Indemnifying Party effectively assumes control of such defense which, notwithstanding the foregoing, shall be borne by the Indemnifying Party, and except that the Indemnifying Party shall pay all of the fees and expenses of such separate counsel if the Indemnified Party has been advised by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party);

(b) the Indemnifying Party shall not be entitled to assume control of such defense (unless otherwise agreed to in writing by the Indemnified Party) and shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) the claim for indemnification relates to or arises in connection with any criminal or quasi criminal proceeding, action, indictment, allegation or investigation; (ii) the Indemnified Party reasonably believes an adverse determination with respect to the action, lawsuit, investigation, proceeding or other claim giving rise to such claim for indemnification could be detrimental to or injure the Indemnified Party’s reputation or future business prospects; (iii) the claim seeks an injunction or equitable relief against the Indemnified Party; (iv) the Indemnified Party has been advised by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party; (v) upon petition by the Indemnified Party an appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such claim; (vi) the claim is with respect to Taxes (and is not otherwise covered by Section 9.1(j) with respect to which party controls), (vii)

the Indemnified Party reasonably believes that the Indemnifying Party lacks the financial resources to satisfy any Losses relating to the claim; or (viii) the Indemnified Party reasonably believes that the Loss relating to the claim could exceed the maximum amount that such Indemnified Party could then be entitled to recover under the applicable provisions of this ARTICLE X;

(c) if the Indemnifying Party shall control the defense of any such claim, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a claim or ceasing to defend such claim if, pursuant to or as a result of such settlement or cessation, the Indemnified Party will be obligated to pay any monetary damages, injunctive or other equitable relief will be imposed against the Indemnified Party or such settlement does not expressly and unconditionally release the Indemnified Party from all Liabilities with respect to such claim, without prejudice; and

(d) if the Indemnifying Party is not entitled to, or does not, assume control of such defense pursuant to the preceding provisions of this Section 10.3, the Indemnified Party shall control such defense without waiving any right that the Indemnified Party may have against the Indemnifying Party for indemnification pursuant to this Section 10.3.

10.4. Direct Claims. Any claim under this ARTICLE X by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a “Direct Claim”) will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of thirty (30) calendar days within which to satisfy such Direct Claims. If the Indemnifying Party does not so respond within such thirty (30) calendar day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this ARTICLE X or otherwise. If an objection is timely interposed by the Indemnifying Party during such thirty (30) day period, then the Indemnified Party and the Indemnifying Party shall negotiate in good faith for a period of thirty (30) days from the date the Indemnified Party receives such objection (such period, or such longer period as agreed in writing by the parties, is hereinafter referred to as the “Negotiation Period”). If the Direct Claim that is the subject of such notice has not been resolved prior to the expiration of the Negotiation Period, the Indemnified Party or the Indemnifying Party will be free to pursue such remedies as may be available to them on the terms and subject to the provisions of this Agreement.

10.5. Failure to Give Timely Notice. A failure by an Indemnified Party to give timely, complete or accurate notice as provided in this ARTICLE X will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party entitled to receive such notice was materially damaged as a result of such failure to give timely notice vis à vis its rights and obligations hereunder or otherwise.

10.6. Survival of Representations and Warranties. All representations and warranties contained in ARTICLE III, ARTICLE IV and V shall survive the Closing for a period ending eighteen (18) months from the Closing Date, except that: (i) the representations and warranties set forth in Sections 3.1 (Authority), 3.2 (Title to Company Capital Stock), 4.1 (Authority), 4.2 (Organization and Qualification of the Company), 4.3 (Transaction Not a Breach), 4.4 (Capitalization; Title to Company Capital Stock), 4.9 (Taxes), 4.11(a) (Title to Owned Real Property), 4.21 (Broker Fees), 5.1 (Organization) and 5.2 (Authorization) (collectively, the

“Fundamental Representations”), shall survive the Closing for the maximum period permitted by Law (including Del. C. 8106(c)) and (ii) all representations or warranties in Articles III, IV and V shall survive beyond the applicable period with respect to any inaccuracy therein or breach thereof, provided notice of which shall have been duly given within such applicable period in accordance with ARTICLE X hereof. Notwithstanding the foregoing, except as otherwise expressly provided herein, the covenants and agreements of the Sellers and Buyer contained herein shall survive the Closing for the periods set forth therein or, if no such period is set forth, for the maximum period permitted by Law (including Del. C. 8106(c)). For the avoidance of doubt, Sellers’ indemnification obligations under Section 10.1(f) (Excluded Liabilities) shall survive Closing for a period ending eighteen (18) months from the Closing Date and Sellers’ indemnification obligations under Section 10.1(h) (Environmental Conditions) shall survive the Closing for a period of thirty-six (36) months from the Closing Date; provided that any claims asserted in writing by notice from a Buyer Indemnified Party prior to the expiration date of such survival period shall not thereafter be barred by the expiration of the relevant survival period and such claims shall survive until finally resolved.

10.7. Certain Limitations and Exceptions. Notwithstanding the foregoing:

(a) The Buyer Indemnified Parties shall not be entitled to recover under the provisions of this ARTICLE X for any inaccuracy in or breach of a representation or warranty pursuant to Sections 10.1(a), until (i) the aggregate amount which all Buyer Indemnified Parties would be entitled to recover on account thereof, but for this Section 10.7(a), exceeds \$500,000 in the aggregate (the “Basket”), in which event the Buyer Indemnified Parties shall be entitled to recover for all such Losses (and not merely the portion of the Losses exceeding the Basket); provided however, that the Basket shall not apply to (i) recovery for an inaccuracy in or breach of any Fundamental Representation; (ii) recovery for any amounts in connection with any action or claim based upon Fraud; or (iii) any claims pursuant to Sections 10.1(b) through 10.1(h).

(b) The Buyer Indemnified Parties shall not be entitled to recover Losses under the provisions of this ARTICLE X for inaccuracy in or breach of a representation or warranty pursuant to Sections 10.1(a) in excess of the Cap; provided however, that the Cap shall not apply to (i) recovery for an inaccuracy in or breach of any Fundamental Representation; (ii) recovery for any amounts in connection with any action or claim based upon Fraud; or (iii) any claims pursuant to Sections 10.1(b) through 10.1(h).

(c) The Buyer Indemnified Parties shall not be entitled to recover Losses under the provisions of this ARTICLE X for Environmental Conditions pursuant to Section 10.1(h) and the specific environmental indemnity on Schedule 10.1(g) in excess of \$50,000,000 (“Environmental Cap”).

(d) The Buyer Indemnified Parties shall not be entitled to recover under the provisions of this ARTICLE X to the extent the Losses relating to the matter were included as a Liability in the calculation of the Final Net Working Capital.

(e) Payments by an Indemnifying Party pursuant to Section 10.1 or 10.2 in respect of any Loss shall be (i) reduced by the amount of any net Tax benefit actually realized by

the Indemnified Parties in connection with the Loss and (ii) increased by the amount of any Tax imposed on receipt of such indemnity payment (which for purposes of clarity takes into account any Tax detriment to such Indemnified Party).

(f) For purposes of determining whether any Loss has occurred, or calculating any Losses arising, directly or indirectly, from or in connection with a breach of a representation, warranty, covenant or agreement, all references to “material,” “materiality,” “in all material respects,” “Material Adverse Effect” or similar phrases or qualifiers contained in such representations and warranties shall be disregarded.

10.8. Manner of Payment. Subject to the limitations set forth in this Article X (including the Basket, the Cap and Environmental Cap), any Losses payable to a Buyer Indemnified Party pursuant to this Article X shall be satisfied: (i) from RWB Stock (including shares of RWB Stock to be issued pursuant to the RWB Stock Issuance Right) held in escrow pursuant to the terms of this Agreement and the Lock-Up Escrow Agreements by cancelling such number of shares of the Stock Consideration and Consulting Payment determined by dividing the amount of such Loss by the Fixed Stock Price (provided such setoff of RWB Stock shall not exceed in the aggregate twenty percent (20%) of the RWB Stock originally deposited in escrow); and (ii) to the extent the amount of Losses exceeds the RWB Stock available to the Buyer Indemnified Party for setoff, from the Sellers. Notwithstanding the foregoing, at Sellers’ option (subject to Sellers providing prompt notice of the same to the Buyer Indemnified Party), Sellers may pay immediately available funds to such Buyer Indemnified Party Sellers for such Losses in lieu of such Buyer Indemnified Party exercising its setoff rights against the RWB Stock under this Section 10.8.

10.9. Allocation of Indemnification Payments. The parties hereto agree that any indemnification payment pursuant to this Agreement shall, to the extent permitted by applicable law, be treated as an adjustment to the Aggregate Purchase Price for Tax purposes and shall be allocated as set forth in Section 9.1.

ARTICLE XI.

MISCELLANEOUS

11.1. Notices, Consents, Etc. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, sent by fax or email (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Such notices, demands and other communications shall be sent to the addresses indicated below or such other address or to the attention of such other person as the recipient has indicated by prior written notice to the sending party in accordance with this Section 11.1:

(a) If to Sellers:

Arthur VanWingerden
(REDACTED)

Kenneth VanWingerden
(REDACTED)

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Attention: Lucien Beaudry
Email: (REDACTED)

(b) If to Buyer:

Michicann Medical Inc.
8820 Jane Street
Concord, Ontario L4K 2M9
Attention: Brad Rogers
Email: (REDACTED)

11.2. Public Announcements. Unless required by Law (including in connection with the filing of any Tax Return), the Sellers and their Affiliates shall not make any public announcement or filing with respect to the transactions provided for herein without the prior consent of Buyer; provided, however, that no such press, news or other public release or announcement shall refer to the purchase price or other material economic terms of the transactions contemplated hereby without the prior written approval of Buyer and Sellers. Notwithstanding the foregoing, Buyer (and following completion of the RTO, RWB) shall be allowed to disclose the terms of this Agreement and the transactions contemplated hereby (i) to Buyer's representatives and employees of Buyer or its Affiliates, (ii) in connection with summary information about Buyer or Buyer's Affiliates financial condition, (iii) to any of Buyer's Affiliates, auditors, attorneys, financing sources, potential investors or other agents, (iv) to any bona fide prospective purchaser of the equity or assets of Buyer or its Affiliates, (v) to the Canadian Securities Exchange and (vi) as required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation.

11.3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by Law so as to achieve most fully the intention of this Agreement.

11.4. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by Buyer, the Company and Sellers. No course of dealing between or among the parties hereto shall be deemed effective

to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party under or by reason of this Agreement. A waiver by any party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

11.5. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

11.6. Expenses. Except as otherwise specifically provided herein, each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

11.7. Headings. The subject headings of Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.8. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by any Seller, without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer or Merger Sub without the prior written consent of Sellers, except that Buyer may assign or convey its rights and obligations under this Agreement (a) to RWB following consummation of the RTO, (b) to any existing Affiliate of Buyer, (c) in connection with a merger or consolidation involving Buyer or in connection with a sale of any equity interests or assets of Buyer or its Affiliates or other disposition of all or any portion of the Business, or (d) to lenders of Buyer or its Affiliates as collateral security for borrowings, at any time whether prior to or following the Closing Date; and in each such case Buyer will nonetheless remain liable for all of its obligations hereunder.

11.9. Definitions. For purposes of this Agreement, the following terms have the meaning set forth below:

“Adjustment Calculation Time” means 11:59 p.m. Eastern standard time on the day immediately prior to the Closing Date.

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly

or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

“Affiliated Group” means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax Law).

“Buyer Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Buyer (or RWB, following consummation of the RTO), or (b) the ability of Buyer (or RWB, following consummation of the RTO) to consummate the transactions contemplated hereby; provided, however, that “Buyer Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which Buyer (or RWB) operates; (iii) any changes or fluctuations in the price of RWB Stock; (iii) any other changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement; (vi) any changes in applicable Laws or accounting rules, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement.

“Cap” means \$25,000,000.

“Cash Consideration” means \$18,000,000.

“Charter Documents” means any corporate, partnership or limited liability organizational documents, including, but not limited to, Certificates or Articles of Incorporation, By-laws and Certificates of Existence, as applicable.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor law.

“Company Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could be reasonably expected to become, individually or in the aggregate, material adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Company, or (b) the ability of the Sellers to consummate the transactions contemplated hereby on a timely basis.

“Contract” means any contracts and, agreements, leases, licenses, instruments, obligations, arrangements or other understandings (whether written or oral), including amendments and supplements, modifications, and side letters or agreements.

“Environmental Laws” means all federal, state, local and foreign Laws, including statutes, regulations, ordinances, rules, directives, orders, decrees and other provisions or common law having the force or effect of law, and all judicial and administrative orders and determinations that are binding upon the Company or the Sellers, concerning pollution or protection of the environment, including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, threatened release, control, or cleanup of any hazardous substances, as such of the foregoing are promulgated and in effect on or prior to

the Closing Date. By way of example and not limitation, the term “Environmental Laws” shall include (as may be amended from time to time prior to the Closing Date) the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act, the Endangered Species Act, the Safe Drinking Water Act, the Solid Waste Disposal Act, the Emergency Planning and Community Right to Know Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act and all regulations under such statutes.

“Equity Interests” means (i) in the case of a corporation, any and all shares (however designated) of capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership or limited liability company, any and all partnership or membership interests (whether general or limited), (iv) in any case, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, and (v) in any case, any right to acquire any of the foregoing.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Estimated Merger Consideration” means an amount equal to the Cash Consideration minus (i) the Estimated Seller Transaction Expenses, minus (ii) if the Net Working Capital Target exceeds the Estimated Net Working Capital, the amount by which the Net Working Capital Target exceeds the Estimated Net Working Capital, plus (iii) if the Estimated Net Working Capital exceeds the Net Working Capital Target, the amount by which the Estimated Net Working Capital exceeds the Net Working Capital Target.

“Excluded Liabilities” means all Liabilities relating to, based upon or arising from the business, operations or assets of the Company, or otherwise based upon or arising from events or circumstances relating to the Company, in each case, that arise, or relate to events or circumstances that occur, on or prior to the Closing regardless of whether such Liabilities are actually discovered or incurred prior to the Closing, but specifically excludes Environmental Conditions.

“Final Merger Consideration” means an amount equal the Cash Consideration minus (i) the Final Company Seller Transaction Expenses, minus (ii) if the Net Working Capital Target exceeds the Final Net Working Capital, the amount by which the Net Working Capital Target exceeds the Final Net Working Capital, plus (iii) if the Final Net Working Capital exceeds the Net Working Capital Target, the amount by which the Final Net Working Capital exceeds the Net Working Capital Target.

“Fixed Stock Price” means CAN\$5.00 per share of RWB Stock.

“Fraud” means actual fraud (with scienter).

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or any successor authority) that are applicable as of the date of determination, consistently applied.

“Hemp Operations Payable” means the payable owing by the Company to Color Point, LLC, in an amount equal to \$2,708,724.45 (as of August 31, 2019) for the working capital needs of the Company in the operation of its hemp-related business, plus such additional amounts advanced by Color Point, LLC to the Company from September 1, 2019 through Closing for the same consistent with past practices, which is memorialized by that certain confirmation of payable dated October 9, 2019, between the Company and Color Point, LLC.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indebtedness” means, with respect to any Person, (i) any indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any Liabilities or obligations for the deferred purchase price of property or services with respect to which such Person is liable, contingently or otherwise, as obligor or otherwise, (iv) contingent reimbursement obligations with respect to letters of credit or similar obligations and bankers’ acceptances issued for the account of a Person, (v) any indebtedness guaranteed in any manner by such Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any obligations under capitalized leases (as defined by GAAP), (vii) any indebtedness or Liabilities secured by a lien on such Person’s assets, (viii) any amounts owed by such Person to any Person under any deferred compensation arrangements, (ix) any “success fees” or bonuses, change of control payments, phantom equity payments, or severance payments arising from or otherwise triggered by the transactions contemplated by this Agreement (including the employer’s share of payroll Taxes attributable thereto), and (x) any deferred purchase price obligations related to past asset or stock acquisitions by such Person or any equityholder of such Person with respect to the Business. For purposes of calculating Indebtedness, all interest, prepayment penalties, premiums, fees and expenses (if any) which would be payable if Indebtedness were paid in full at the Closing shall be treated as Indebtedness.

“Independent Accountant” means a nationally recognized independent public accounting firm or other financial services firm that (i) is jointly selected by Buyer and Seller and (ii) does not have an existing business relationship with any of Buyer, Buyer’s Affiliates, Sellers or Sellers’ Affiliates. An Independent Accountant selected to resolve dispute will consider only disputed items and must resolve the matter in accordance with the terms and provisions of this Agreement. The appointment and engagement of the Independent Accountant, and any fees, costs or expenses associated therewith, shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The determination the Independent Accountant shall be conclusive and binding upon the parties hereto, absent fraud or manifest error (it being understood that in making such determination, the Independent Accountant shall be functioning as an expert and not as an arbitrator).

“Intellectual Property” means any of the following which are owned by the Company or used in connection with the Business: (a) patents and patent disclosures, (b) all registered and unregistered copyrights, (c) Internet domain names and websites related to social media companies and the content found thereon, (d) trademarks, service marks, trade dress, trade names and corporate names, and similar designations of source or origin including all common law marks, together with all of the goodwill represented thereby, (e) trade secrets, know-how, designs, discoveries, inventions (whether patented or not), technical data and other proprietary or

confidential information, (f) Software and (g) all registrations, renewals and applications for registration or any causes of action of any nature available to Sellers of any of the foregoing.

“IP Agreements” means all incoming and outgoing licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, (a) to which the Company is a party, beneficiary or otherwise bound, and (b) under which the Company expressly grants to a third party, or expressly receives from a third party, any right or license under any Intellectual Property.

“IP Registrations” means all Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“IRS” means the United States Internal Revenue Service (or any successor agency).

“Liability” means any obligation or liability, whether absolute or contingent, asserted or unasserted, known or unknown, liquidated or unliquidated, due or to become due, fixed or unfixed, and regardless of when or by whom asserted.

“Liens” means any mortgages, pledges, security interests, deeds of trust, liens, charges, options, conditional sales contracts, claims, covenants, easements, rights of way, title defects, restrictions on use, voting, transfer, receipt of income, or the right to exercise any other attribute of ownership, or other encumbrances of any nature whatsoever.

“Net Working Capital” shall mean, with respect to the Company, as of the Adjustment Calculation Time, (A) the sum of the current assets of the Company related to the Company’s operations prior to July 1, 2019 set forth on the Net Working Capital Schedule as of such date, as determined in accordance with GAAP, minus (B) the sum of the current liabilities of the Company related to the Company’s operations prior to July 1, 2019 set forth on the Net Working Capital Schedule as of such date, as determined in accordance with GAAP; provided, that for this purpose, (i) current assets will not include any intercompany assets, any deferred Tax assets, prepaid income Tax assets or refunds therefor or any income Tax receivables and (ii) current liabilities will not include any intercompany liabilities, deferred Tax liabilities or income Tax liabilities. For the avoidance of any doubt, Net Working Capital shall not include any Indebtedness of the Company or Seller Transaction Expenses. The Net Working Capital Schedule sets forth an illustrative calculation of Net Working Capital.

“Net Working Capital Target” \$0.00.

“Permitted Exceptions” means (i) zoning ordinances and regulations; (ii) real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable at the Closing Date; (iii) easements, conditions, restrictions and covenants of record relating to the Property not objected to by Buyer as contemplated by the title and survey review process pursuant to Section 7.1(i); and (iv) the rights of the public in and to any roadways or highways within the legal description of the Owned Real Property or Leased Real Property.

“Permitted Liens” means (a) statutory and contractual landlord liens incurred in the ordinary course of business for sums (i) not yet due and payable or (ii) being contested in good faith, (b) liens for Taxes not yet due and payable, (c) statutory mechanic’s liens and materialmen’s liens for services or materials and similar statutory liens for amounts arising in the ordinary course of business that are not yet due and payable, (d) statutory liens of warehousemen and carriers and similar statutory liens securing obligations for amounts arising in the ordinary course of business that are not yet due and payable, and (e) zoning, entitlement, building and other land use regulations or restrictions which are not violated in any material respect by the current use and operation of such real property.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or government (whether Federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof).

“Pre-Closing Tax Period” means (i) any Tax period ending on or before the Tax Effective Time and (ii) with respect to a Taxable period that commences before but ends after the Tax Effective Time, the portion of such period through the Tax Effective Time.

“Post-Closing Cash Consideration” means \$5,000,000.

“Restructuring Transaction Documents” means an asset contribution agreement, bill of sale, assignment of contract rights, assignment of IP, assignment of trademarks and the assumption of liabilities, including the Schedules thereto and such other documents necessary to evidence the Pre-Closing Restructuring Transactions as contemplated hereby, each in form mutually agreeable to Sellers and Buyer.

“RWB Stock” means the class of stock of Michicann’s successor (RWB) to be listed on the Canadian Securities Exchange following completion of the RTO.

“RWB Stock Issuance Right” has the meaning given to it in Section 2.2(c)(iv).

“Seller Transaction Expenses” means (without duplication), to the extent not paid before the Closing, the collective amount payable by Sellers or the Company (i) to accountants, lawyers, advisors, brokers and other third parties, arising in connection with the sale of the Company Capital Stock, and (ii) in respect of any fees and expenses associated with obtaining necessary or appropriate waivers, consents or approvals of any Governmental Authority or other third-party, including change of control or transfer payments.

“Software” means any and all computer software and code, including all new versions, updates, revisions, improvements and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals and training materials relating to any of the foregoing (other than shrink wrap, click-thru or like licenses for commercial off-the-shelf software).

“Specified Indebtedness” means a portion of the principal and interest owing under that certain Amended and Restated Credit Agreement, dated December 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AG Credit, the Company, Color Point, LLC, VW Properties, LLC and Mid-American Trucking, Inc. in an aggregate amount not to exceed \$15,000,000.

“Stock Consideration” means 19,800,000 shares of RWB Stock, which is an aggregate number of shares of RWB Stock equal to the quotient of \$75,000,000 (multiplied by a 1.32 exchange rate) divided by the Fixed Stock Price; provided that, the Stock Consideration will be determined only in the form of whole shares and any fractional shares shall be rounded up to the nearest whole share.

“Subsidiaries” means, with respect to any Person (other than an individual), any corporation or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries or (b) such Person or any other Subsidiary of such Person is a general partner.

“Tax” or “Taxes” means any and all federal, state, local and non-U.S. taxes, however denominated, the Liability for which is imposed by law, contractual agreement or otherwise, which taxes shall include, but not be limited to, all net income, gross income, gross receipts, franchise, excise, occupation, estimated, alternative minimum, add on minimum, premium, windfall profit, profits, gains, net worth, paid up capital, capital stock, greenmail, sales, use, ad valorem, value added, retailers’ occupation, stamp, natural resources, environmental, real property, personal property, custom, duty, transfer, recording, escheat or unclaimed property, registration, documentation, leasing, insurance, social security, employment, severance, workers’ compensation, impact, hospital, health, unemployment, disability, payroll, license, service, service use, employee or other withholding, or other tax or governmental charge, of any kind whatsoever, whether disputed or not, including any interest, penalties, fees, charges, levies, assessments, duties, tariffs, imposts or additions to Tax that may become payable in respect thereof, and any Liability in respect of such amounts arising as a result of being a member of any affiliated, consolidated, combined, unitary or similar group, as a successor to or transferee of another person or by contract.

“Tax Returns” means returns, declarations, reports, statements, elections, estimates, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information, any amendment to the foregoing, and any sales and use and resale certificates) filed or required to be filed in connection with the determination, assessment, payment, deposit or collection of any Taxes of any party or the administration of any laws, regulations or administrative requirements relating to any Taxes.

“Trade Secrets” means all nonpublic, confidential or proprietary information, and all technology, know-how, inventions, processes, formulae, algorithms, models, methodologies, ideas, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data,

financial, business and marketing information and plans, customer and supplier lists, pricing and cost information and related information.

“Transaction Documents” means all agreements and instruments contemplated by and being delivered pursuant to or in connection with this Agreement, including without limitation, this Agreement, the Certificate of Merger, the Lock-Up Escrow Agreements and the Consulting Agreement.

11.10. Entire Agreement. This Agreement, the Preamble and the Exhibits and Schedules attached to this Agreement (all of which shall be deemed incorporated in the Agreement and made a part hereof) set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings or letters of intent among any of the parties hereto.

11.11. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement (other than in respect of the Indemnified Parties pursuant to ARTICLE X).

11.12. Interpretative Matters. Unless the context otherwise requires, (a) all references to Articles, Sections or Schedules are to Articles, Sections or Schedules in this Agreement, (b) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP, (c) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (d) all references to “dollars” or “\$” are to United States dollars and (e) whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” In addition, nothing in the Schedules hereto shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein (or is otherwise entitled to indemnification) in any respect, the fact that there exists another representation, warranty, or covenant (including any indemnification provision) relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached (or is not otherwise entitled to indemnification with respect thereto) shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant (or is otherwise entitled to indemnification pursuant to a different provision).

11.13. Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference “to the knowledge of the Company,” “Company’s Knowledge,” or any similar term, it refers to the actual knowledge of each Seller, Anne Hyde, Bruce Daniel, and Johannes Pieterse and all knowledge that such listed persons should have assuming such persons have conducted a reasonable inquiry or investigation regarding the subject matter at issue,

including inquiring of those employees of the Company whose duties would, in the normal course of the Company's affairs, result in such employees having actual knowledge concerning such subject, area or aspect.

11.14. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto.

11.15. Jurisdiction and Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in the State of Delaware, in respect of any claim relating to the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, or otherwise in respect of the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding in which any such claim is made that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts.

11.16. Service of Process. Each of the parties hereto irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 11.15 hereof in any such action or proceeding by giving copies thereof by hand delivery of air courier to his, her or its address as specified in or pursuant to Section 11.1 hereof. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

11.17. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11.18. Schedules. The disclosure of any facts or items in the Schedules accompanying this Agreement is not intended to imply that such items so included are or are not material, or that the occurrence or existence of any such violation, inaccuracy, breach, default, failure to comply, change in circumstances, loss, effect, fact, agreement arrangement, commitment, understanding or obligation, as a result of the occurrence or existence thereof, would individually or collectively, result in a Company Material Adverse Effect. The disclosure of any fact or item in the Schedules with respect to a particular paragraph or section of the Agreement shall be deemed to be disclosed

with respect to such other paragraph or section of the Agreement to which an appropriate cross reference is made to another Schedule or to the extent it is reasonably apparent on its face that such disclosure is also applicable to any other paragraph or section of the Agreement. Each agreement, instrument and document described herein is incorporated herein by reference. All capitalized terms used in the Schedules and not otherwise defined in the Schedules will have the meanings assigned to them in this Agreement.

11.19. Consent and Waiver. By executing and delivering this Agreement, the Sellers consent to the Merger.

11.20. Special Rule for Fraud. Notwithstanding anything herein to the contrary, in no event shall any limit or restriction on any rights or remedies set forth in this Agreement limit or restrict the rights or remedies of any party for the Fraud by any other party or any Affiliate or representative of such other party.

11.21. Specific Performance. Each Seller acknowledges that the Business is unique and recognizes and affirms that in the event of a breach of this Agreement by a Seller, money damages may be inadequate and Buyer may have no adequate remedy at law. Accordingly, each Seller agrees that Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the Sellers hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. If any such action is brought by Buyer to enforce this Agreement, each Seller hereby waives the defense that there is an adequate remedy at law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

BUYER:

MICHICANN MEDICAL INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

MERGER SUB:

RWB ACQUISITION SUB, INC.

By: “Michael Marchese”
Name: Michael Marchese
Title: President

SELLERS:

By: "Arthur VanWingerden"
Name: Arthur VanWingerden

By: "Ken VanWingerden"
Name: Ken VanWingerden

COMPANY:

MID-AMERICAN GROWERS, INC.

By: "Arthur VanWingerden"
Name: Arthur VanWingerden
Title: Co-President

Exhibit A

Pre-Closing Restructuring Transactions

Prior to Closing, the Company has employed the following individuals, each of whom was previously employed by Salary, LLC:

[REDACTED}

Prior to Closing, the Company has discontinued all operations and sales arrangements and agreements with customers of its non-hemp related business.

Prior to Closing, the Company transferred the assets listed on Exhibit A-1 to Color Point, LLC.

The ERP system and proprietary formulations for hemp will be transferred to the Company (or otherwise, the Company and its post-closing affiliates will have a royalty-free perpetual license to use such IP.

EXHIBIT A-1

| Asset ID | Description | Date Acquired | GL Asset Acct | Category | Cost | Net Book Value | Notes |
|----------|--|---------------|---------------|----------------------|---------------|----------------|-------------------|
| 2015-62 | Agrinomis, Inc. KVXL Tray & Pot Filler | 42342 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-033 | Agrinomis Seeding Tray Washer | 41617 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-044 | AgrinomisU-RN09-R Plug Tray Filler | 41638 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-022 | Visser XL Drum Seeding Line | 41624 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 300031 | 39 Shipping Carts (Used) | 38897 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300059 | 1,000 HI-Cube Transport Carts w Grid Shelves | 39073 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300074 | 1125 Metal Carts for Aldi's (1/2 Carts) | 39202 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300105 | 25 Barge Carts (Dbl R Mfg.) | 39435 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300113 | 1,500 HI-Cube Transport Carts w/ 7,500 Grid S | 39443 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300160 | 800 HI-Cube Transport Carts w/ Grid Shelves(| 39813 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300217 | 2000 Shipping Carts (PacWest) | 40263 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300249 | 800 Shipping Carts (Bases w/2 Sides & 7 shelv | 40297 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300256 | Casters for New Carts (3200) (AmEx/Allied Cas | 40333 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300282 | Shipping 1/2 Carts - Metal - Used | 40528 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300287 | 800 Planting Carts | 40541 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300288 | Wheels for Carts - asset #300287 | 40543 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300325 | 220 Shipping Carts - Mldified High Cube w/ 6 s | 40626 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300343 | 24 Barge Carts | 40647 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300386 | Casters (Wheels) for Carts | 40905 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300409 | 800 Shipping Carts (Used) | 40955 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300420 | 250 Shipping Carts | 41030 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300428 | Casters for New Carts | 41033 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300436 | 2,000 Shipping Carts - Hook-in Style (33"x23.5 | 41228 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300560 | Casters for New Shipping Carts | 41690 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300561 | Wheels for New Shipping Carts | 41726 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 2014-105 | 803 Powder Coated Shipping Carts | 42006 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 2016-11 | Double R Manufacturing Flower Carts | 42551 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| | | | | | | \$ | |
| 1033 | Tugger Qty 5 | 43374 | 15600 | | \$ (REDACTED) | \$ (REDACTED) | TFR From KY to IL |

Exhibit B

Form of Real Estate Purchase Agreement

[See attached.]

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of [●], 2019, between [BUYER ENTITY], whose address is [●] ("Buyer"), and VW Properties, Inc., a [●] corporation ("Seller"), each of Arthur VanWingerden and Ken VanWingerden (each a "Shareholder" and collectively, and jointly and severally, the "Shareholders"). Buyer, Seller and the Shareholders are sometimes referred to herein individually as a "Party" and collectively as the "Parties", as the case may be.

RECITALS:

A. Seller owns the land consisting of approximately 106 acres located at 14240 Greenhouse Ave., Granville, Illinois 61326, which is legally described on Exhibit A attached to this Agreement, (the "Land"), together with (i) the buildings, plant facilities, structures, building systems, fixtures and improvements located thereon (collectively, the "Improvements" together with the Land are collectively referred to as the "Real Property") (ii) all right, title and interest of Seller, if any, in and to all and singular the rights, benefits, privileges, easements, tenements, hereditaments, rights of way and appurtenances thereon or appertaining thereto and any air rights and/or development rights appurtenant to the Land or the Improvements, (iii) all right, title and interest of Seller, if any, in and to the equipment, furnishings, furniture, fixtures, machinery, inventory, appliances and other personal property, if any owned by Seller and now located on or about the Land or Improvements, including without limitation the personal property listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Personal Property") and (iv) all intangible property related to the Land or Improvements owned or in the name of Seller, including, without limitation, all assignable warranties and guaranties, all plans, specifications, consents, authorizations, variances, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality if any, relating to the Land and Improvements (collectively, the "Intangibles") (all of the foregoing, collectively, the "Property").

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property upon and subject to the terms and conditions set forth in this Agreement and that certain Agreement and Plan of Merger dated as of the date hereof, by and among Michicann Medical Inc., RWB Acquisition Sub, Inc., Mid-American Growers, Inc. and the Shareholders (as amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement").

C. The Shareholders own Seller and will benefit from sale of the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein and subject to the terms and conditions contained herein, the parties agree as follows:

1. **Sale and Conveyance.** At the Closing (as hereinafter defined), subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for the purchase price of Two Million and No/100^{ths} Dollars (\$2,000,000) ("Purchase Price"). As part of any Closing under this Agreement, the Property

would be conveyed by a limited warranty deed free and clear of any and all Liens and subject only to the Permitted Exceptions.

2. **Closing; Closing Deliverables.** Subject to the conditions set forth herein, the consummation of the transactions that are the subject of this Agreement (the "Closing") shall occur at the offices of Honigman LLP, 660 Woodward Avenue, 2290 First National Building, Detroit, Michigan 48226, or at such other place as Buyer, Seller and Shareholders may mutually agree upon in writing, or remotely by mail, facsimile, e-mail and/or wire transfer, in each case to the extent acceptable to the parties hereto, at 10:00 a.m., Detroit time, on the second business day after satisfaction of the conditions set forth in Section 7 (other than those to be satisfied at the Closing, but subject to their satisfaction or waiver at the Closing). The date on which the Closing is to occur is herein referred to as the "Closing Date." Regardless of the actual time of the Closing, except as otherwise expressly provided herein, for tax and accounting purposes, the Closing shall be deemed effective as of close of the day immediately preceding the Closing Date. At the Closing, the parties will execute and deliver or cause to be executed and delivered, as applicable, the following:

(a) Seller shall execute and deliver to the Title Company in escrow an originally executed special warranty deed (the "Deed"), in form approved by Buyer, conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions, and otherwise mutually acceptable to Seller and Buyer.

(b) Seller shall deliver to the Title Company in escrow all transfer and other tax declarations for the Property (or MyDec filing) as may be required by law in connection with the transaction contemplated by this Agreement duly executed and sworn to by Seller and, to the extent required, by the Title Company and any other certification from the Town and County where the Property is located, required to record the Deed with the County Recorder's Office.

(c) To the extent the Parties reasonably determine necessary or advisable, Seller shall deliver to Buyer a release letter or certificate for the Property from the Illinois Department of Revenue stating that no assessed but unpaid tax penalties or interest are due under Section 9-902(d) of the Illinois Income Tax Act, as amended, or 35 ILCS 120/5j of the Illinois Compiled Statutes, as amended; and (ii) a letter of clearance for the Property from the State of Illinois' Department of Employment Security stating that no assessed but unpaid tax penalties or interest are due under Section 2600 of the Illinois Unemployment Insurance Act (820 ILCS 405/2600), as amended (the release letters and clearances referred to in (i) – (ii) above are referred to collectively as the "Bulk Sale Releases" and individually as a "Bulk Sale Release"). Concurrent with the execution and delivery of this Agreement, Seller has completed, signed and delivered to Buyer (i) the Illinois Department of Revenue Form ITR-1 Request for Tax Clearance and (ii) the State of Illinois Department of Employment Security Request For Letter of Clearance and acknowledges that Buyer shall process the same with the Illinois Department of Revenue and the Illinois Department of Employment Security, respectively.

(d) Seller shall deliver to the Title Company in escrow a bill of sale and general assignment conveying title to Buyer to the Personal Property and the Intangible Property;

(e) Buyer shall deliver to the Title Company the Purchase Price, as adjusted by the adjustments and prorations provided for in this Agreement in accordance with a closing statement to be prepared by the Title Company (the “Closing Statement”).

(f) Seller shall terminate the Service Contracts, except those Service Contracts, if any, which Buyer has elected to continue and assume as of the Closing pursuant to Section 5(a). Seller shall execute and deliver to Buyer such documents or instruments of conveyance and transfer for the purpose of assigning such Service Contracts to Buyer.

(g) Seller shall deliver to Buyer all keys in Seller’s possession or control to all locks on the Property.

(h) Seller and Buyer shall execute and deliver the Closing Statement setting forth the Purchase Price and reflecting all credits, adjustments and prorations provided for in this Agreement.

(i) Seller shall execute and deliver to the Title Company such affidavits with respect to the Property as the Title Company shall require in order to delete from its title insurance policies those of the so-called “standard exceptions” that are removable by affidavit and Seller shall deliver to the Title Company documents evidencing its existence, authority and good standing as required by the Title Company.

(j) Seller shall execute and deliver to Buyer a non-foreign person affidavit or a qualifying statement sufficient in form and substance to relieve Buyer of any and all obligation to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended (“Code”).

(k) Seller shall cause the Title Company to provide Buyer with the proforma or marked-up Title Commitment as required under this Agreement.

(l) Seller shall have terminated all leases currently in effect concerning the Property (except as otherwise requested by Buyer) and shall have entered into binding terminations of any Service Contracts on the Property with respect to those Service Contracts that Buyer (in its sole discretion) has not elected to continue pursuant to Section 5(a), so that such are no longer in effect as of the date of Closing, in each case to the satisfaction of Buyer.

(m) Seller shall deliver to Buyer exclusive possession of the Property in the condition existing on the date of this Agreement (subject to normal wear and tear), subject to the rights of no persons whatsoever except Buyer.

(n) Buyer and Seller shall execute and deliver to each other such other documents as are contemplated to be executed and/or delivered pursuant to the provisions of this Agreement, or as reasonably requested by the other party hereto.

3. **Representations and Warranties of Shareholders.**

(a) Each Shareholder, severally and not jointly, represents and warrants to Buyer as to itself only, as of the date of this Agreement and as of the Closing Date, as follows:

(i) Authority. Each Shareholder has full power, right and authority to enter into and perform such Shareholder's obligations under this Agreement and each of the related transaction documents to which such Shareholder is a party. This Agreement and each of the related transaction documents to which such Shareholder is a party has been duly executed and delivered by such Shareholder, and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the valid and legally binding obligation of such Shareholder and are enforceable against such Shareholder in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) (the "Bankruptcy and Equity Exception").

(ii) Noncontravention. The execution, delivery and performance by each Shareholder of this Agreement and the related transaction documents to which such Shareholder is a party and the consummation of the transactions contemplated hereby or thereby will not, or would not: (a) violate or conflict with or result in a breach of or default under any provision of any law, statute, rule, regulation, order, permit, by law, enactment, ordinance, directive, judgment, injunction, decree or other decision of any Governmental Authority (each a "Law" and, collectively, "Laws"), in each case applicable to such Shareholder; (b) constitute (with or without due notice or lapse of time or both) a default under or an event which would give rise to any right of notice, modification, acceleration payment or cancellation under or permit any party to terminate under any material contract, agreement, indenture, mortgage, note, bond, license or other instrument or obligation of such Shareholder or by which the assets of such Shareholder may be bound or subject; (c) result in the creation or imposition of any Lien upon any of the Property; or (d) require any material authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any court, arbitral body, administrative or governmental body, department, commission, board, agency or instrumentality, legislative, executive or regulatory authority or agency (whether foreign or domestic) (each, a "Governmental Authority") or other Person.

(iii) Litigation. There is no claim, action, cause of action or suit (whether in contract, tort, eminent domain, or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, hearing, charge, complaint, demand, notice, audit, inquiry, notice of violation, order, or other proceeding (each a "Proceeding" and, collectively "Proceedings") pending or, to each Shareholder's knowledge, threatened against or affecting such Shareholder in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with the transactions contemplated hereby.

(iv) Broker Fees. Neither Shareholder has employed any broker, finder or agent or has incurred or will incur any obligation or Liability to any broker, finder or agent with respect to the transactions contemplated by this Agreement or otherwise, and all fees and expenses and other obligations payable in connection with or as a result of such agreements will be paid by Shareholders and Seller, and Buyer will have no obligations in respect thereof.

4. Representations and Warranties of Seller.

(a) Seller and the Shareholders, jointly and severally, represent and warrant to Buyer, as of the date of this Agreement and as of the Closing Date, as follows:

(i) Authority. Seller has full power, right and authority to enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party. This Agreement and each of the Transaction Documents to which Seller is a party has been duly executed and delivered by Seller, and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute the valid and legally binding obligation of Seller and are enforceable against Seller in accordance with their respective terms, except as may be limited by the Bankruptcy and Equity Exception.

(ii) Organization and Qualification of the Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of _____. Seller has full corporate power and authority to carry on its business as now being conducted and as currently proposed to be conducted and to own, lease or otherwise hold the Property and such other properties and assets it now owns, leases or otherwise holds. Seller is duly qualified or licensed to do business and is in good standing as a foreign corporation in the State of Illinois and, as applicable, in each of the other jurisdictions listed on Schedule 4(a)(ii). Seller has no Subsidiaries. Complete and correct copies of the Charter Documents of Seller and all amendments thereto to date, certified (as applicable) by the Secretary of State of _____ have been delivered to Buyer and will not be modified or amended prior to the Closing. Schedule 4(a)(ii) sets forth a list of all of the officers and directors (or similar persons) of Seller.

(iii) Noncontravention. The execution, delivery and performance by Seller of this Agreement and the other transaction documents to which Seller is a party and the consummation of the transactions contemplated hereby or thereby will not, or would not: (A) violate or conflict with or result in a breach of or default under any Law, in each case applicable to Seller; (B) constitute (with or without due notice or lapse of time or both) a default under or an event which would give rise to any right of notice, modification, acceleration payment or cancellation under or permit any party to terminate under any material contract, agreement, indenture, mortgage, note, bond, license or other instrument or obligation of Seller or by which the Property may be bound or subject; (C) result in the creation or imposition of any Lien upon the Property; or (D) require any material authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any Governmental Authority or other Person.

(iv) Title to Property.

(A) Seller has and will have at the Closing, good and marketable indefeasible fee simple title to the Property, which title, at Closing, shall be free and clear of all Liens, except Permitted Exceptions. Except for the lease granting the right to grow corn and soybeans on approximately 40 acres of the Property, the terms of which have been disclosed to Buyer and which lease expires prior to January 1, 2020 and which is not subject to renewal without Seller's consent, neither Seller nor any Seller Party has leased or otherwise granted to any Person (other than a Seller Party) the right to use or occupy the Property or any portion thereof and as of the Closing Date, there will exist no possessory interests in the Property except for the fee simple interest of Buyer in the Property and any other interests granted solely

by Buyer. Other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase the Property or any portion thereof or interest therein.

(B) To the extent any of the Property consists of Personal Property, Seller has good and valid title to, a valid leasehold interest in, or a valid license to use all such Personal Property. Such Personal Property is operated in conformity with all applicable Laws and regulations, is structurally sound (in the case of the buildings and improvements), is in good condition and repair, except for reasonable wear and tear, and is usable in the ordinary course of business.

(v) Compliance with Applicable Laws. Except as set forth on Schedule 4(a)(v), Seller and each Seller Party that occupies or uses the Property, and the Property is and has been in material compliance with all Laws (including Environmental Laws) applicable to it or the operation, use, occupancy or ownership of the Property or conduct of the Business at the Property, and Seller nor any Seller Party that occupies or uses the Property has received written notice (and to Seller's Knowledge, any oral notice) from any Governmental Authority regarding any failure to so comply. Seller nor any Seller Party has (i) been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action or (ii) made any bribes, kickback payments or similar payments of cash or other consideration or paid any remuneration, in cash or in kind, in violation of 42 U.S.C. § 1320a-7b(b) or similar provisions of applicable Law, that is capable of forming the basis of criminal prosecution of, or civil action against, the Seller or a Seller Party.

(vi) Tax Matters. The tax parcel numbers that are assigned to the Land and Improvements do not affect or include any other land or improvements and there are not any pending appeals for the reduction or relief from the payment of any real estate taxes. Except as set forth on Schedule 4(a)(vi), neither Seller, nor any Seller Party has received any notice and or has any knowledge of (i) any special assessments affecting the Property; (ii) any tax deficiency, lien or assessment against the Property, in each case, which has not been paid or the payment for which adequate provision has not been made; (iii) any violations of Laws with respect to the Property; (iv) any condemnations or imminent domain proceedings; (v) any pending zoning or subdivision changes that would affect the Property. Seller is not a "foreign person" as defined in Section 1445 of the Code.

(vii) Service Contracts. Schedule 4(a)(vii) sets forth all leases and contracts for management, maintenance or other services to the Property ("Service Contracts"), and there are no other agreements, oral or written, relating to, affecting or binding on the Property or any part thereof (or Buyer as the new owner thereof).

(viii) Property Improvements. With respect to the Property: (A) All Improvements are in good condition and repair (normal wear and tear excepted) and are sufficient for the conduct of the business of Seller and the Seller Parties on the Property, (B) There are no structural deficiencies or latent defects affecting any of the Improvements and there are no facts or conditions affecting any of the Improvements which would, individually or in the aggregate, interfere in with the use or occupancy of the Improvements, or any portion thereof in the operation by Seller or any Seller Party on the Property or the Business on the Property, (C) The Property and Improvements and Seller's and each Seller Party's use thereof conform to all

applicable building, zoning and other Laws and (D) There is no pending or threatened condemnation or other Proceeding affecting any portion of the Property or any of Seller's or Seller Party's use thereof.

(ix) Litigation. Except as set forth on Schedule 4(a)(ix), there is no Proceeding pending or, to Seller's Knowledge, threatened against Seller or the Property or Seller's or any Seller's Party's use thereof (or to Seller's Knowledge, pending or threatened against any of the officers, managers, directors or key employees of Seller with respect to the Property), or to which Seller is otherwise a party. Seller is not subject to, and the Property is not bound by, any judgment, order or decree of any court or Governmental Authority. Seller is not currently engaged in any Proceeding to recover monies due it or for damages sustained by it with respect to the Property. Schedule 4(a)(ix) sets forth a list of all closed litigation matters relating to the Property (including predecessors) during the three (3) years preceding the date hereof, the date such litigation was commenced or concluded, and the nature of the resolution thereof (including amounts paid in settlement or judgment).

(x) Licenses and Permits. Seller owns, holds, possesses or lawfully uses all the permits, licenses, registrations, authorizations, industry certifications, consents, certificates, orders, franchises, variances and approvals of Governmental Authorities or other Persons and other Intangibles necessary for the ownership, use, occupancy or operation of the Property, all of which are identified on Schedule 4(a)(x) (collectively, the "Permits"). Seller is in compliance with all such Permits, all of which are in full force and effect, and Seller has not received any written notices (or to Seller's Knowledge, any oral notice) to the contrary. Neither the execution, delivery nor performance of this Agreement, nor the consummation of the transactions contemplated hereby, will result in the loss or impairment of, or require the consent of any other Person in respect of Buyer's right to take transfer of such Permits.

(xi) Health, Safety and Environment.

(A) Except as set forth on Schedule 4(a)(xi) hereof, Seller has complied and is in compliance with all Environmental Laws.

(B) Seller has not received any written notice, report, order, directive or other information regarding any actual or alleged violation of Environmental Laws, or any Liabilities, including any investigatory, remedial or corrective obligations, relating to Seller, any Seller Party, the Property arising under Environmental Laws.

(C) None of the following exists at the Property: (1) underground storage tanks, (2) asbestos containing material in any form or condition, (3) materials or equipment containing polychlorinated biphenyls, (4) landfills, surface impoundments, or disposal areas, or (5) groundwater monitoring wells, potable drinkable water wells, petroleum wells or production water wells.

(D) Neither Seller nor its Affiliates, or any predecessor owner of the Property, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, released or exposed any Person to any substance, including any hazardous substance, at, under, on or from the Property, or any parcel of land adjacent to the Property, in a manner that has given or could give rise to any current or

future Liabilities (including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigatory, corrective or remedial obligations) pursuant to any Environmental Laws.

(E) No third party has used the Property for the purpose of treating, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, hazardous waste or hazardous substance and/or toxic waste or toxic substance, as such terms are defined in RCRA, CERCLA, the Superfund Amendments and Reauthorization Act, Public Law 99 499 as amended, or any other federal, state or local environmental law, regulation, code or ordinance.

(F) Neither Seller nor any Seller Party, has received any written or oral notice, claim, report, order, directive, or other information regarding any actual or alleged violation of Environmental Laws, or any Liability, including any investigatory, remedial or corrective obligation, arising under Environmental Laws and relating to the Property.

(G) Neither this Agreement nor the consummation of the transactions contemplated hereby will result in any obligations for site investigation or cleanup, or notification to or consent of Governmental Authorities or third parties, pursuant to any of the so called “transaction triggered” or “responsible property transfer” Environmental Laws.

(H) Seller has not, either expressly or by operation of law, assumed, undertaken, or provided an indemnity with respect to any Liability (including any investigative, corrective or remedial obligation) of any other Person relating to Environmental Laws.

(I) Seller has furnished to Buyer all environmental audits, reports and other environmental documents materially bearing on environmental, health or safety matters relating to the Property, which is in its possession, custody or control.

(J) No work has taken place on the Property in the last one hundred twenty (120) days that would create in any party a right to a lien against any of the Property, except for such work that has been fully paid for by Seller and for which Seller will obtain lien waivers and affidavits if requested by the Title Company.

(xii) Employees. Seller has no employees and never has had any employees.

(xiii) Broker Fees. Seller has not employed any broker, finder or agent or has incurred or will incur any obligation or Liability to any broker, finder or agent with respect to the transactions contemplated by this Agreement or otherwise, and all fees and expenses and other obligations payable in connection with or as a result of such agreements will be paid by Seller, and Buyer will have no obligations in respect thereof.

5. **Representations and Warranties of Buyer**. Except as set forth in any Buyer disclosure schedules attached to this Agreement, Buyer hereby represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows

(a) Organization. Buyer is a corporation organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has all requisite corporate power and authority to own, operate and lease its properties and carry on its businesses as now conducted. Buyer is duly licensed and qualified to do business in and is in good standing under the laws of each jurisdiction where the failure to do so would have a Buyer Material Adverse Effect.

(b) Authorization. Buyer has the full corporate power, right and authority to enter into and perform its obligations under this Agreement and each of the related transaction documents to which it is a party. The execution, delivery and performance of this Agreement and each of the related transaction documents to which Buyer is a party have been duly and properly authorized by Buyer by all requisite action in accordance with applicable law and with the Charter Documents of Buyer. This Agreement and each of the related transaction documents to which Buyer is a party have been duly executed and delivered by Buyer and, assuming due and valid authorization, execution and delivery hereof and thereof by the other parties thereto, constitute the valid and legally binding obligation of Buyer and are enforceable against Buyer in accordance with their respective terms, except as may be limited by the Bankruptcy and Equity Exception.

(c) Noncontravention. The execution, delivery and performance by Buyer of this Agreement and the related transaction documents to which it is a party and the consummation of the transactions contemplated hereby or thereby will not: (a) except with respect to federal Laws related to cannabis, violate or conflict with or result in a breach of or default under any provision of any Laws; (b) constitute a default under the Charter Documents of Buyer; (c) constitute a default or an event which would permit any party to terminate, or accelerate the maturity of any indebtedness or other obligation under, any material contract, agreement, indenture, mortgage, note, bond, license or other instrument to which Buyer is a party or by which Buyer, or Buyer's properties, are bound or subject; or (d) except for the Requisite Approval (as defined in the Merger Agreement), such authorizations and filings as may be required under the HSR Act and other antitrust laws applicable to the transactions contemplated by this Agreement and the Merger Agreement and such authorizations, exemptions, filings and other actions required under the Merger Agreement pursuant to applicable securities laws, require any material authorization, consent, order, approval, filing, registration, exemption or other action by, or notice to, any Governmental Authority or other Person, except in the case clauses (a), (b) or (c), other than such violations, conflicts, breaches, defaults or rights to terminate or accelerate that individually or in the aggregate would not reasonably be expected to have a Buyer Material Adverse Effect.

6. Covenants.

(a) Evidence of Title.

(i) Buyer may obtain a commitment for a policy of title insurance ("Title Commitment") in the amount of the Purchase Price, issued by the Title Company. At the Closing, Seller shall, in accordance with the allocation of costs set forth in Section 6(h) below, cause the Title Company to deliver to Buyer a proforma or marked-up copy of the Title Commitment identifying Buyer as the owner of the Property, with those of the so called "standard exceptions," which can be deleted by affidavit of Seller, and/or evidence of payment

by Seller for “standard exceptions” relating to monetary obligations and/or delivery of a recent Survey to the Title Company, deleted, and subject only to the Permitted Exceptions.

(ii) Buyer, at its sole cost, may also obtain an updated certified ALTA survey of the Property which survey, subject to clause (iii) below, contains such detail as Buyer shall require in its sole discretion (a “Survey”). At or prior to Closing, the Survey shall be certified to Buyer, Seller, the Title Company and, if applicable, such lending institution or institutions as Buyer shall desire.

(iii) Prior to Closing, Seller shall receive Buyer’s written notice identifying encumbrances, defects or exceptions (“Defects”) which render title to the Property unsatisfactory to Buyer (the “Buyer Notice”). Subject to the last sentence of this clause (iii), Seller will have five (5) business days after receipt of such Buyer Notice (the “Cure Period”) to use commercially reasonable efforts to cure such Defects, or, if Buyer agrees in writing, Seller may use commercially reasonable efforts to obtain title insurance from the Title Company sufficient to insure against such Defects to Buyer’s satisfaction. If, within the Cure Period, Seller is unable to cure, eliminate or insure over such Defects, Buyer shall have the option, to be exercised prior to Closing, to (A) work with Seller to reach a mutually agreeable resolution to address such uncured or uninsured Defects and proceed with this transaction, or (B) cancel and terminate this Agreement by written notice to Seller, and in such event neither Seller nor Buyer shall have any further obligation, liability or responsibility to each other under this Agreement, except as otherwise expressly provided in this Agreement. Such termination shall also act as a termination of the Merger Agreement. The foregoing notwithstanding, Seller shall be obligated, without the requirement for further notification, to pay in full on or before the Closing (1) any monetary obligation defects or encumbrances relating to the Property, (2) any mortgage or similar indebtedness relating to the Property, and (3) any mechanic’s lien, judgment lien or other similar lien encumbering the Property, provided such mechanic’s, judgment or similar liens are of a liquidated or ascertainable amount and readily curable by a payment of money.

(b) General. Subject to the terms of this Agreement, each party hereto shall use reasonable commercial efforts to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions set forth in Section 7. Without limiting the foregoing, each of the parties shall execute and deliver all agreements and other documents required to be delivered by or on behalf of such party under Section 2.

(c) Notices and Consents

(i) Seller shall give all required notices to third parties and use commercially reasonable efforts to obtain all required third party consents in connection with the matters contemplated by this Agreement.

(ii) Each of the parties hereto shall give any notices to, make any filings with, and use commercially reasonable efforts to obtain any authorizations, consents and approvals of all Governmental Authorities in connection with the transactions contemplated by this Agreement.

(d) Conduct of Seller. Except as required by Law or as otherwise expressly permitted or specifically contemplated by this Agreement, Seller and Shareholders covenant and agree to, and to cause any Seller Party occupying, using or operating the Property to, during the period from the date of this Agreement until the earlier of either the Closing Date or the time that this Agreement is terminated by its terms, unless the other party shall otherwise agree in writing, conduct its business involving the Property in the usual and ordinary course of business.

(i) Without limiting the generality of the foregoing: Seller shall (and cause such Seller Parties to) (A) not transfer the Property or any portion thereof or create on the Property or any portion thereof any easements, liens, mortgages, encumbrances or other interests; (B) not enter into any agreements relating to the Property without Buyer's written approval, at Buyer's sole discretion; (C) in the ordinary course and consistent with past practice, continue to maintain and repair the Property in at least the manner which it has previously maintained and repaired the Property; (D) keep in effect the existing policies of public liability and hazard and extended coverage insurance insuring the Property; (E) comply in all material respects with all Laws or municipal ordinances, regulations, orders or requirements affecting the Property; (F) pay as agreed any amounts owing or due and payable to any holder of a mortgage or deed of trust encumbering all or any part of the Property; (G) pay all taxes, assessments, and utility charges (including all water and sewer service charges, and charges for gas, electric, telephone, data, and all other public utilities) with respect to the Property; and (H) not do anything to cause a change in the title to the Property except to cure title defects as permitted under this Agreement.

(e) Access. From the date hereof through Closing: Buyer and its agents, engineers, surveyors, appraisers, auditors and other representatives (collectively, "Buyer's Representatives") shall have the right to enter upon the Property to inspect, examine, survey, obtain engineering inspections and environmental studies, appraise and otherwise do that which, in the opinion of Buyer, is necessary to determine the boundaries, acreage and condition of the Property and the suitability of the Property for the uses intended by Buyer (including, without limitation, inspect, review and copy any and all documents in the possession or control of Seller, its agents, contractors or employees, and which pertain to the construction, ownership, use, occupancy or operation of the Property or any part thereof), and to apply for and attempt to obtain any entitlements, governmental approvals, permits or economic development incentives desired by Buyer to develop the Property as Buyer sees fit in its sole discretion. Without limiting the foregoing, Seller shall provide to Buyer copies of existing environmental reports including Phase I and/or Phase II environmental studies; copies of existing geotechnical reports and soil testing reports and analyses in the possession of Seller with respect to the Property and the operations thereon and also permit Buyer and Buyer's Representatives to conduct environmental due diligence of the Property (including but not limited to a Phase I environmental study)(such historical reports and new reports obtained by Buyer, collectively, the "Environmental Assessment Reports").

(f) Notices; Update to Schedules.

(i) From the date of this Agreement until the Closing, promptly after it obtains Knowledge thereof (other than from Buyer), but in all events prior to Closing, Seller and the Shareholders will, and will cause any other Seller Party occupying, using or operating at the Property to, promptly deliver notice to Buyer of: (i) any Proceeding commenced or threatened of

the type described in Section 7 below, (ii) any fact, circumstance, event, action or condition the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller or Shareholders hereunder not being true and correct, (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7 to be satisfied, or (D) has resulted in, or could reasonably be expected to result in, the failure by Seller or the Shareholders to perform any of their covenants or agreements hereunder; (iii) any notice or other communication from any Governmental Authority relating to the Property or transactions contemplated by this Agreement; (iv) any fact, circumstance, event, action or condition that has occurred since the date hereof, or that was not Known by Seller or any Seller Party (or that existed as of the date hereof but was not made known to Buyer) prior to the date hereof, that adversely affects the soil bearing capacity, subsoil, wetlands, woodland and environmental condition of the Property or any other aspect of the physical condition of the Property and the Improvements or the current use by Seller and Seller Parties (“New Physical Condition Issue”); and (v) any actual or alleged violation of or non-compliance with applicable Law (including Environmental Laws) and/or applicable building, zoning and other related Laws with respect to the Property or Improvements that has occurred since the date hereof or that was not Known by Seller or any Seller Party (or that existed as of the date hereof but was not made known to Buyer) prior to the date hereof (“New Legal Compliance Issue”). Delivery of any such notice to Buyer shall have no effect on the rights and obligations of the parties hereunder.

(ii) If any event, condition, fact or circumstance that is required to be disclosed pursuant to clause (i) above requires any change in any Schedule to this Agreement, or if any such event, condition, fact or circumstance would require such a change assuming the Schedule were dated as of the date of the occurrence, existence or discovery of such event, condition, fact or circumstance, then Seller shall promptly deliver to the Buyer an update to the Schedules specifying such change, which update shall be deemed to have been provided for informational purposes only and shall not be deemed to supplement or amend the Schedules for purposes of determining the accuracy of any of the representations and warranties contained in this Agreement or determining whether any of the conditions of Section 7 has been satisfied, unless Buyer has consented in writing to such supplement or amendment, which consent shall not be unreasonably withheld, delayed or conditioned.

(g) Exclusivity. None of the Seller nor the Shareholders shall (and the Seller and the Shareholders shall cause their respective Affiliates, officers, directors, managers, employees, agents, consultants, financial advisors, accountants, legal counsel and other representatives not to), directly or indirectly, (a) submit, solicit, initiate, encourage or discuss any proposal or offer from any Person (other than Buyer and its Affiliates in connection with the transactions contemplated hereby) or enter into any agreement or accept any offer relating to or consummate any (i) reorganization, liquidation, dissolution or recapitalization of Seller, (ii) merger or consolidation involving Seller, (iii) purchase or sale of the Property or any assets or Equity Interests (or any rights to acquire, or securities convertible into or exchangeable for, any such Equity Interests) of Seller, or (iv) similar transaction or business combination involving Seller or the Property (each of the foregoing transactions described in clauses (i) through (iv), a “Seller Transaction”) or (b) furnish any information with respect to, assist or participate in or facilitate in any other manner any effort or attempt by any Person (other than Buyer and its

Affiliates) to do or seek to do any of the foregoing. The Seller and the Shareholders agree to notify Buyer immediately if any Person after the date hereof makes any proposal, offer, inquiry or contact with respect to a Seller Transaction.

(h) Taxes, Rents and Utilities. At Closing, real property taxes and assessments will be prorated in accordance with the local custom, as if paid in arrears, with Seller being responsible for the period up to and including July 31, 2019, and Buyer being responsible for August 1, 2019 and thereafter. All real estate taxes and assessments due and payable prior to Closing shall be paid by Seller. With respect to real estate taxes and assessments not yet due and payable as of the Closing, Buyer shall be responsible for the portion thereof allocable to the period on and after August 1, 2019 and Seller shall be responsible for the portion thereof allocable to the period up to July 31, 2019, and such amounts which are the responsibility of Seller shall be credited to Buyer against the Purchase Price at Closing. If the actual assessed value or tax rate for any real estate taxes are not known on the date of Closing, the taxes shall be prorated and credited to Buyer on a per diem basis using 110% of the last ascertainable taxes. Taxes shall be prorated upon the issuance of the actual real estate tax bills. The amount of \$_____ shall be placed in escrow at the Closing to be used to pay any difference between the actual real estate taxes for the period during Seller's ownership of the Property and the amounts prorated at Closing.¹ All rents and fees from counterparties under any agreements affecting the Property, all utilities and other apportionable income and expenses paid or payable by Seller shall be apportioned pro rata on a per diem basis as of the date of Closing with Seller being responsible for such amounts up to and including July 31, 2019 and Buyer being responsible for such amounts on August 1, 2019 and thereafter. Seller will use reasonable efforts to cause all private and public utilities, including without limitation water service, serving the Property to issue final bills to Seller on the basis of readings made as of the date of Closing and all such bills relating to periods up to and including July 31, 2019 will be paid by Seller at or prior to Closing. If such utilities cannot, or will not, issue such final bill, then Buyer and Seller shall estimate in good faith such amounts. Seller shall be charged the following amounts at Closing: (i) State, County and local town or village real property transfer taxes and conveyance fees; (ii) one-half (½) of any escrow fee; and (iii) the cost of the title exam and the portion of the cost of the Title Policy equal to the base premium for an owner's policy in the amount of the Purchase Price. Buyer shall be charged the following amounts at Closing: (i) all costs of the Title Policy in excess of the base premium, including the cost of any endorsements to the Title Policy required by Buyer or its lender; (ii) all recording costs; (iii) any financing costs; (iv) the cost of the Survey; and (v) one-half (½) of any escrow fee. Each party shall pay its own attorneys' fees. Any prorations to which Buyer may be entitled by reason of the foregoing shall be credited against the Purchase Price and shall be shown on the Closing Statement. The provisions of this Section shall survive the Closing.

(i) Service Contracts for the Property. Prior to Closing, Buyer shall notify Seller whether or not it desires to continue any or all of the Service Contracts for the Property. If Buyer elects to continue any or all of the Service Contracts, at the Closing, Seller shall use reasonable commercial efforts to assign to Buyer (or cause assignment to Buyer of) such Service Contracts; provided, however, all amounts due thereunder as of Closing shall be paid by Seller

¹ To confirm change in assessment of the Property in the last two years.

and all Liabilities arising from any breach or default under such Service Contract relating to facts or circumstances occurring prior to Closing shall remain Seller's responsibility.

(j) Condemnation and Damage or Destruction. Until the Closing, all risk of any loss or damage to all or a portion of the Property shall be and remain on Seller. In the event any loss or damage shall occur to the Property prior to the Closing by either fire or other casualty, Buyer may, at its option, elect to either: (a) terminate this Agreement upon written notice to Seller, and in such event neither Seller nor Buyer shall have any further obligation, liability or responsibility to each other under this Agreement, or (b) proceed with the transaction contemplated under this Agreement, in which event Seller will assign to Buyer at the Closing all of its right, title and interest to the proceeds of any insurance covering such loss or damage (including any rent loss/business interruption insurance allocable to the period from and after the Closing), and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any deductible of such insurance that has not been paid by Seller prior to Closing.

(k) Confidentiality. Seller, Shareholders and Buyer will, prior to the Closing, maintain the confidentiality of this sale and purchase and will not disclose the terms of this Agreement, the existence of this Agreement, of the transactions contemplated herein or any of Seller's materials related to the Property to any third parties whomsoever unless the other party consents in writing. Notwithstanding the foregoing, any such information and the existence of this Agreement may be disclosed to those employees, agents, advisors, consultants, potential lenders, other representatives of Seller and Buyer and Governmental Authorities (but with respect to Governmental Authorities, only in connection with the assignment of consent orders, decrees, permits, authorizations and other consents, or application therefor, required in connection with the transactions contemplated hereby) who need to know such information in connection with the potential acquisition and disposition of the Property without the other party's consent.

(l) Further Assurances. The Seller and Buyer shall execute and deliver such further instruments of conveyance and transfer and take such additional actions as Buyer, on the one hand, or a Seller, on the other hand, may reasonably request to effect, consummate, confirm or evidence the transfer to Buyer of the Property (including with respect to obtaining and maintaining all licenses, permits, authorizations, accreditations and consents necessary or desirable in connection therewith), and such other things necessary, proper or advisable under applicable Law as may reasonably be required to carry out the provisions of this Agreement, the related transactions documents and to consummate the transactions contemplated, and Seller shall execute such documents as may be reasonably necessary to assist Buyer in preserving or perfecting its rights in the Property and its ability to conduct the Business thereon.

(m) Open LUST File. As soon as practicable, but commencing prior to Closing, (i) Seller and Shareholders will take all actions necessary to cause the closure from the Illinois Environmental Protection Agency (or such other governmental authority with jurisdiction) (collectively, "IEPA") of that certain open LUST file (No. 941345) with respect to the previously removed underground storage tanks at the Property (the "LUST Matter"), and will use their best efforts to obtain such closure within one (1) year of Closing, it being recognized and understood that IEPA closure may be delayed to due to required sampling and analysis that lengthens the IEPA closure timing, or bureaucratic delays which add to or lengthen the IEPA closure timing. Buyer understands, consents and agrees that, notwithstanding the IEPA closure

of the LUST Matter, hazardous substances will remain and be present at, in, on, upon, under, beneath and/or migrating to or from the Property, and that the IEPA closure of the LUST Matter, as a consequence of the hazardous substances which remain and are present after the IEPA closure of the LUST Matter, may include conditions such as installation, maintenance and inspection of a cap or cover, as well as a recorded notice or restriction against the title of the Property due to and regarding the continued presence of hazardous substances at, in, on, upon, and/or beneath and migrating to or from the Property after the IEPA closure of the LUST Matter.

7. **Closing Conditions.**

(a) The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(i) **Representations and Warranties Condition:** Each of the representations and warranties contained in Sections 3 and 4 of this Agreement (i) that is qualified as to or by materiality or Material Adverse Effect shall, subject to such qualification be true and correct in all respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all respects as of such earlier time or date)) and (ii) that is not qualified as to or by materiality or Material Adverse Effect shall be true and correct in all material respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all material respects as of such earlier time or date)), in each case, without taking into account any disclosures to Buyer pursuant to Section 6(f).

(ii) **Covenants Condition:** Seller and the Shareholders shall have performed in all material respects all of the covenants and agreements required to be performed by them hereunder prior to the Closing.

(iii) **Adverse Claims:** No Proceeding shall be pending or to the Seller's Knowledge overtly threatened by or before any Governmental Authority or any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge could reasonably be expected to (i) prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby or declare unlawful any of the transactions contemplated hereby, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (iii) affect adversely the right of Buyer to own or operate the Property, or (iv) result in any material damages being assessed against Seller or the Property; and no such injunction, judgment, order, decree or ruling shall have been entered or be in effect.

(iv) **Material Adverse Effect:** Since the date hereof, no fact, event or circumstance has occurred or arisen that, individually or in combination with any other fact, event or circumstance, has had or would reasonably be expected to have a Material Adverse Effect.

(v) **Closing Certificate.** At the Closing, Seller shall have delivered to Buyer a certificate dated the date of the Closing and signed by Seller, stating that the conditions specified in Section 7(a)(i) and Section 7(a)(ii) have been satisfied as of the Closing.

(vi) Closing Deliveries: Seller shall have delivered the deliverables and consummated the transactions set forth in Section 2.

(vii) Merger: Buyer (or its Affiliate) shall have executed and delivered the Merger Agreement and the closing provided for in such Merger Agreement shall have occurred contemporaneously with the Closing contemplated by this Agreement.

(viii) Environmental Condition: The environmental condition of the Property is acceptable to Buyer, including but not limited to a Phase I environmental study.

(ix) Title Condition: Buyer's satisfaction, in its sole discretion, with the state of title to, and the Survey of, the Property pursuant to Section 6(a), including that all monetary obligation Defects shall be paid in full prior to or simultaneously with Closing.

(x) Buyer Approval: Buyer (and its Affiliate, Red White and Bloom, Inc.) shall have received approval of the transactions contemplated by this Agreement, the Merger Agreement and all of the related transaction documents from the shareholders and applicable governing body of Buyer (and RWB, following consummation of the RTO), if applicable.

(xi) Intercompany Arrangements/Transition Services Agreement: All intercompany/affiliate arrangements providing services, benefits or assets to the Property necessary for the conduct of the Business shall have been addressed in a manner acceptable to Buyer (which may include termination of such arrangements and the direct assignment and transfer of such rights, interests and/or assets to Buyer pursuant to the Pre-Closing Restructuring Transactions (as defined in the Merger Agreement) or the provision of transition services to Buyer after Closing).

(xii) Specified Indebtedness. The Specified Indebtedness (as defined in the Merger Agreement) shall have been refinanced or assumed to the satisfaction of Buyer (as contemplated by the Merger Agreement), including receipt of a payoff and lien release from the holder of such Specified Indebtedness with respect to any Liens affecting the Property.

(xiii) Liens. Seller shall have delivered terminations, pay-offs and/or releases, or, at Buyer's option, assignments, necessary to terminate, release or assign, as the case may be, all Liens on the Property, other than the Permitted Exceptions, satisfactory to Buyer.

(xiv) Access and Indemnity Agreement. If the LUST Matter has not been closed pursuant to Section 6(m) by Closing, the Parties have executed a customary access and indemnity agreement in form reasonably acceptable to the Parties, with respect to Seller's and Shareholders' remediation work to be conducted on the Property with respect to the LUST Matter after the Closing pursuant to Section 6(m).

(b) The obligation of Seller and the Shareholders to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(i) Representations and Warranties Condition: Each of the representations and warranties contained in Section 5 hereof shall be true and correct in all material respects at and as of the Closing as if made anew at such time (except to the extent any such representation and warranty expressly relates to an earlier time or date (in which case it shall be true and correct in all material respects as of such earlier time or date)), without taking into account any disclosures to Seller pursuant to Section 6(f).

(ii) Covenants Condition: Buyer shall have performed in all material respects all the covenants and agreements required to be performed by it hereunder prior to the Closing.

(iii) Adverse Claims: No Proceeding shall be pending before any Governmental Authority or any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or charge could reasonably be expected to (i) prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby or declare unlawful any of the transactions contemplated hereby or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation; and no such injunction, judgment, order, decree or ruling shall be in effect.

(iv) Closing Certificate: At the Closing, Buyer shall have delivered to Seller a certificate dated the date of the Closing and signed by an authorized officer of Buyer, stating that the conditions specified in Section 7(b)(i) and Section 7(b)(ii) above have been satisfied.

(v) Merger: The closing provided for in the Merger Agreement shall have occurred contemporaneously with the Closing contemplated by this Agreement.

(vi) Closing Deliveries: Buyer shall have delivered the deliverables and consummated the transactions set forth in Section 2.

(c) Mutual Conditions to the Parties' Obligations. The obligation of the parties to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions at or prior to the Closing:

(i) Governmental and Other Approval Condition: Receipt of all governmental and regulatory consents, approvals, licenses and authorizations (including, from the State of Delaware, the State of Illinois, or any municipalities and expiration of any applicable waiting periods) that are necessary for (i) the consummation of the transactions contemplated at the Closing hereby and (ii) Buyer to own and operate the Property following the Closing as proposed to be conducted (including, the right to use any Permits), in each case, in form and substance satisfactory to Buyer.

(ii) RTO Completion: The completion of the reverse takeover transaction currently proposed between Buyer and Tidal Royalty Corp. pursuant to that Business Combination Agreement dated as May 8, 2019 (the "RTO") and subsequent assignment by Buyer of this Agreement to Red White & Bloom Inc. (the resulting issuer in the RTO) ("RWB").

Any condition specified in this clause (c) may be waived if such waiver is set forth in a writing duly executed by Buyer, Seller and Shareholders.

8. **Termination.** This Agreement may be terminated at any time prior to the Closing only as follows:

(a) By the mutual written consent of Buyer, on the one hand, and Seller, on the other hand;

(b) By Buyer if (i) at any time any of the representations or warranties of the Seller or Shareholders in this Agreement becomes untrue or inaccurate such that the condition set forth in Section 7(a)(a) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8(b)) or (ii) there has been a breach on the part of Seller or the Shareholders of any of their covenants or agreements contained in this Agreement such that the condition set forth in Section 7(a)(ii) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8(b)), and, in the case of any covenant breach, such breach (if curable) has not been cured within fifteen (15) days after delivery of notice thereof by Buyer to Seller; or (iii) a condition set forth in Section 7(a) is not, or becomes incapable of being, satisfied; or

(c) By Seller and Shareholders if (i) at any time any of the representations or warranties of Buyer in this Agreement becomes untrue or inaccurate such that the condition set forth in Section 7(b)(i) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8(c)) or (ii) there has been a breach on the part of Buyer of any of its covenants or agreements contained in this Agreement such that the condition set forth in Section 7(b)(ii) would not be satisfied (treating such time as if it were the Closing for purposes of applying this Section 8(c)), and, in the case of any covenant breach, such breach (if curable) has not been cured within fifteen (15) days after delivery of notice thereof by Seller to Buyer; or (iii) a condition set forth in Section 7(b) is not, or becomes incapable of being, satisfied; or

(d) By either Buyer or Seller, on thirty (30) days' prior written notice to the other party, if the transactions contemplated hereby have not been consummated by October 31, 2019; or

(e) As otherwise expressly set forth in any other provision in this Agreement.

9. **Effect of Termination.** In the event of termination of this Agreement as provided above, this Agreement shall immediately terminate and have no further force and effect, except that (a) Section 6(k), this Section 9 and Sections 13-30 shall survive such termination indefinitely and (b) nothing in Section 8 or this Section 9 shall be deemed to release any party from any Liability for any breach by such party of the terms and provisions of this Agreement. In the event of the Merger Agreement is terminated in accordance with its terms, the parties agree that this Agreement shall automatically terminate concurrently therewith without any further action by either party.

10. **Indemnification.**

(a) Indemnification by the Seller and Shareholders. Subject to the limitations and conditions contained in this Section 10, Seller and the Shareholders agree to jointly and severally indemnify, defend and hold harmless Buyer and its respective Affiliates and each of their respective officers, directors, employees, agents, and representatives (each, a “Buyer Indemnified Party”), from and against, and to promptly pay to a Buyer Indemnified Party or reimburse a Buyer Indemnified Party for, any and all Liabilities (whether contingent, fixed or unfixd, liquidated or unliquidated, or otherwise), obligations, diminution in value, deficiencies, demands, claims, suits, actions, causes of action, assessments, losses, costs, expenses, interest, fines, penalties, damages or costs, or expenses of any and all investigations, proceedings, judgments, environmental analyses, remediations, settlements and compromises (including, without limitation, reasonable fees and expenses of attorneys, accountants and other experts) (individually, a “Loss” and collectively, the “Losses”) sustained or incurred by any Buyer Indemnified Party relating to, resulting from or arising out of any of the following:

(i) any inaccuracy in or breach of a representation or warranty made herein or in the related transaction documents by Seller or a Shareholder;

(ii) any non-compliance with or breach by Seller or a Shareholder of any of the covenants or agreements contained in this Agreement or the related transaction documents to be performed by such party, including, but not limited to, such covenants and agreements set forth in Section 10 hereunder;

(iii) all Taxes (i) imposed on Seller or Shareholders, (ii) relating to the Property for any pre-Closing Tax period; or (iii) of any Person (including any Liability for Taxes of Seller or Shareholders) imposed on Buyer as a transferee or successor, by Contract or pursuant to Law, which Taxes relate to an event or transaction occurring before the Closing;

(iv) any Indebtedness of Seller or Shareholders (excluding the assumption/refinancing of the Specified Indebtedness as contemplated herein);

(v) any Seller Transaction Expenses;

(vi) any Excluded Liabilities;

(vii) any of the items set forth on Schedule 10(a)(vii)²; and

(viii) any environmental conditions at, under or on the Property existing prior to Closing regardless of whether such conditions are actually discovered prior to the Closing (“Environmental Conditions”); provided, however, this subparagraph (h) shall not apply to any such condition discovered through laboratory analysis of environmental media (soil or groundwater) sampling conducted by or on behalf of a Buyer Indemnified Party after the Closing, except to the extent such sampling was either (A) required by a Governmental Authority pursuant to Law, (B) conducted as part of an investigation of the 10,000 gallon underground storage tank or the 12,000 gallon underground storage tank, in the event either such tank has failed any mechanical or physical testing of the integrity of the UST system, including, but not limited to, hydrostatic testing or European suction testing (and such failure is not due to

² To contain similar specific indemnities as the Merger Agreement Schedule 10.1(g)

Buyer's negligence or willful misconduct) or (C) conducted as part of and to advance the IEPA closure of the LUST Matter in the event Buyer reasonably determines that Seller has failed and/or refused to diligently pursue IEPA closure of the LUST Matter (the "Environmental Indemnity"). Except for the specific indemnities set forth on Schedule 10(a)(vii), this Environmental Indemnity shall be Seller's and Shareholders' exclusive indemnification obligation to Buyer Indemnified Parties with respect to Environmental Conditions

(b) Indemnification by Buyer. Subject to the limitations and conditions contained in this Section 10, Buyer agrees to indemnify, defend and hold harmless the Seller and the Shareholders, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (each, a "Seller Indemnified Party") harmless from and against, and to promptly pay to a Seller Indemnified Party or reimburse a Seller Indemnified Party for, any and all Losses sustained or incurred by a Seller Indemnified Party relating to, resulting from or arising out of any non-compliance with or breach by Buyer of any of the covenants or agreements contained in this Agreement or the Transaction Documents to be performed by Buyer, including, but not limited to, such covenants and agreements set forth in Section 10 hereunder.

(c) Indemnification Procedure. The indemnification procedures set forth in Section 10.3, 10.4 and 10.5 of the Merger Agreement are hereby incorporated by reference into this Agreement and shall fully apply to this Agreement.

(d) Survival. All representations and warranties contained in Sections 3, 4 and 5 shall survive the Closing for a period ending eighteen (18) months from the Closing Date, except that: (i) the representations and warranties set forth in Sections 3(a)(i) (Authority), 3(a)(ii) (Noncontravention), 3(a)(iv) (Broker Fees) and Sections 4(a)(i) (Authority), 4(a)(ii) (Organization and Qualification of Seller), 4(a)(iii) (Noncontravention), 4(a)(iv) (Title to Property), 4(a)(vi) (Tax Matters), 4(a)(xiii) (Broker Fees), 5(a) (Authority) and 5(b) (Authorization) (collectively, the "Fundamental Representations"), shall survive the Closing for the maximum period permitted by Law (including Del. C. 8106(c)) and (ii) all representations or warranties in Sections 3, 4 and 5 shall survive beyond the applicable period with respect to any inaccuracy therein or breach thereof, provided notice of which shall have been duly given within such applicable period in accordance with Section 10 hereof. Notwithstanding the foregoing, except as otherwise expressly provided herein, the covenants and agreements of the Seller, Shareholders and Buyer contained herein shall survive the Closing for the periods set forth therein or, if no such period is set forth, for the maximum period permitted by Law (including Del. C. 8106(c)). For the avoidance of doubt, Seller's and Shareholders' indemnification obligations under Section 10(a)(vi) (Excluded Liabilities) shall survive Closing for a period ending eighteen (18) months from the Closing Date and Seller's and Shareholders' indemnification obligations under Section 10(a)(viii) (Environmental Conditions) shall survive the Closing for a period of thirty-six (36) months from the Closing Date. Any claims asserted in writing by notice from a Buyer Indemnified Party prior to the expiration date of a survival period shall not thereafter be barred by the expiration of the relevant survival period and such claims shall survive until finally resolved.

(e) Certain Limitations and Exceptions. Notwithstanding the foregoing:

(i) The Buyer Indemnified Parties shall not be entitled to recover under the provisions of this Section 10 for any inaccuracy in or breach of a representation or warranty pursuant to Sections 10(a)(i), until the aggregate amount which all Buyer Indemnified Parties would be entitled to recover on account thereof, but for this Section 10(e)(i), exceeds \$500,000 in the aggregate (when combined with such amounts the buyer indemnified parties under the Merger Agreement would be entitled to recover pursuant to Section 10.1(a) of the Merger Agreement) (the “Basket”), in which event the Buyer Indemnified Parties shall be entitled to recover for all such Losses (and not merely the portion of the Losses exceeding the Basket); provided however, that the Basket shall not apply to (A) recovery for an inaccuracy in or breach of any Fundamental Representation; (B) recovery for any amounts in connection with any action or claim based upon Fraud; or (C) any claims pursuant to Sections 10(a)(ii) through (viii).

(ii) The Buyer Indemnified Parties shall not be entitled to recover Losses under the provisions of this Section 10 for inaccuracy in or breach of a representation or warranty pursuant to Sections 10(a)(i) (when combined with such indemnification amounts paid by the sellers under the Merger Agreement pursuant to Section 10.1(a) of the Merger Agreement) in excess of the Cap; provided however, that the Cap shall not apply to (A) recovery for an inaccuracy in or breach of any Fundamental Representation; (B) recovery for any amounts in connection with any action or claim based upon Fraud; or (C) any claims pursuant to Sections 10(a)(ii) through (viii).

(iii) The Buyer Indemnified Parties shall not be entitled to recover Losses under the provisions of this Section 10 for Environmental Conditions pursuant to Section 10(a)(viii) and the specific environmental indemnity on Schedule 10(a)(vii) (when combined with such indemnification amounts paid by the sellers under the Merger Agreement pursuant to Section 10.1(h) and Section 10.1(g) of the Merger Agreement) in excess of \$50,000,000 (“Environmental Cap”).

(iv) The Buyer Indemnified Parties shall not be entitled to recover under the provisions of this Section 10 to the extent the Losses relating to the matter were included as a Liability in the calculation of the Final Net Working Capital under the Merger Agreement.

(v) Payments by an Indemnifying Party pursuant to Section 10(a) or 10(b) in respect of any Loss shall be (i) reduced by the amount of any net Tax benefit actually realized by the Indemnified Parties in connection with the Loss and (ii) increased by the amount of any Tax imposed on receipt of such indemnity payment (which for purposes of clarity takes into account any Tax detriment to such Indemnified Party).

(vi) For purposes of determining whether any Loss has occurred, or calculating any Losses arising, directly or indirectly, from or in connection with a breach of a representation, warranty, covenant or agreement, all references to “material,” “materiality,” “in all material respects,” “Material Adverse Effect” or similar phrases or qualifiers contained in such representations and warranties shall be disregarded.

(f) Manner of Payment. The manner of payment set forth in Section 10.8 of the Merger Agreement is hereby incorporated by reference into this Agreement and shall fully apply to this Agreement, *mutatis mutandis*.

(g) Allocation of Indemnification Payments. The parties hereto agree that any indemnification payment pursuant to this Agreement shall, to the extent permitted by applicable law, be treated as an adjustment to the Purchase Price for Tax purposes.

(h) Special Rule for Fraud. Notwithstanding anything herein to the contrary, in no event shall any limit or restriction on any rights or remedies set forth in this Agreement limit or restrict the rights or remedies of any party for the Fraud by any other party or any Affiliate or representative of such other party.

(i) Specific Performance. Seller and Shareholders acknowledge that the Property is unique and recognizes and affirms that in the event of a breach of this Agreement by Seller and/or Shareholders, money damages may be inadequate and Buyer may have no adequate remedy at law. Accordingly, Seller and Shareholders agree that Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the Seller and Shareholders hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief. If any such action is brought by Buyer to enforce this Agreement, Seller and Shareholders hereby waive the defense that there is an adequate remedy at law.

11. Definitions. For the purposes hereof, the following terms have the meanings set forth below:

(a) “Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

(b) “Buyer Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Buyer (or RWB, following consummation of the RTO), or (b) the ability of Buyer (or RWB, following consummation of the RTO) to consummate the transactions contemplated hereby; provided, however, that “Buyer Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which Buyer (or RWB) operates; (iii) any changes or fluctuations in the price of RWB Stock; (iv) any other changes in financial or securities markets in general; (v) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (vi) any action required or permitted by this Agreement; (vii) any changes in applicable Laws or accounting rules, including GAAP; or (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement.

(c) “Cap” has such meaning as defined in the Merger Agreement.

(d) “Charter Documents” means any corporate, partnership or limited liability organizational documents, including, but not limited to, Certificates or Articles of Incorporation, By-laws and Certificates of Existence, as applicable.

(a) “Environmental Laws” means, whenever in effect, all federal, state, local and foreign Laws, including statutes, regulations, ordinances, rules, directives, orders, decrees and other provisions or common law having the force or effect of law, and all judicial and administrative orders and determinations that are binding upon Seller or the Property concerning pollution or protection of the environment, including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, threatened release, control, or cleanup of any hazardous substances. By way of example and not limitation, the term “Environmental Laws” shall include (as may be amended from time to time prior to the Closing Date) the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act, the Endangered Species Act, the Safe Drinking Water Act, the Solid Waste Disposal Act, the Emergency Planning and Community Right to Know Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act and all regulations under such statutes.

(b) “Excluded Liabilities” means all Liabilities relating to, based upon or arising from the Property, that arise, or relate to events or circumstances that occur, on or prior to the Closing regardless of whether such Liabilities are actually discovered or incurred prior to the Closing, but specifically excludes Environmental Conditions.

(c) “Laws” means all statutes, laws, codes, ordinances, regulations, rules, orders, judgments, writs, injunctions, acts or decrees of any Governmental Authority, including common law.

(d) “Liability” means any obligation or liability, whether absolute or contingent, asserted or unasserted, known or unknown, liquidated or unliquidated, due or to become due, fixed or unfixd, and regardless of when or by whom asserted.

(e) “Lien” or “Liens” means any mortgages, pledges, security interests, deeds of trust, liens, charges, options, conditional sales contracts, claims, covenants, easements, rights of way, title defects, restrictions on use, voting, transfer, receipt of income, or the right to exercise any other attribute of ownership, or other encumbrances of any nature whatsoever.

(f) “Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could be reasonably expected to become, individually or in the aggregate, material adverse to (a) the Property, (b) the business, results of operations, condition (financial or otherwise) or assets of Seller, or (b) the ability of the Seller or Shareholders to consummate the transactions contemplated hereby on a timely basis.

(g) “Permitted Exceptions” means (i) zoning ordinances and regulations; (ii) real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable at the Closing Date; (iii) easements, conditions, restrictions and covenants of record relating to the Property not objected to by Buyer pursuant to Section 6(a) hereof; and (iv) the

rights of the public in and to any roadways or highways within the legal description of the Property.

(h) “Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or government (whether Federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof).

(i) “Proceeding” means any action, arbitration, audit, claim, dispute, hearing, investigation, litigation, order or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(j) “Seller Party” means Seller, each Shareholder and any of their respective Affiliates.

(k) “Seller Transaction Expenses” means (without duplication), to the extent not paid before the Closing, the collective amount payable by Seller or the Shareholders (i) to accountants, lawyers, advisors, brokers and other third parties, arising in connection with the sale of Property, and (ii) in respect of any fees and expenses associated with obtaining necessary or appropriate waivers, consents or approvals of any Governmental Authority or other third-party, including change of control or transfer payments.

(l) “Survey” means a certified ALTA survey of the Property containing such detail as Buyer shall require in its reasonable commercial judgment, certified to Buyer, Seller, the Title Company and, if applicable, such lending institution or institutions as Buyer shall desire, all to the extent Buyer elects to obtain such a survey.

(m) “Tax” or “Taxes” means any and all federal, state, local and non-U.S. taxes, however denominated, the Liability for which is imposed by law, contractual agreement or otherwise, which taxes shall include, but not be limited to, all net income, gross income, gross receipts, franchise, excise, occupation, estimated, alternative minimum, add on minimum, premium, windfall profit, profits, gains, net worth, paid up capital, capital stock, greenmail, sales, use, ad valorem, value added, retailers’ occupation, stamp, natural resources, environmental, real property, personal property, custom, duty, transfer, recording, escheat or unclaimed property, registration, documentation, leasing, insurance, social security, employment, severance, workers’ compensation, impact, hospital, health, unemployment, disability, payroll, license, service, service use, employee or other withholding, or other tax or governmental charge, of any kind whatsoever, whether disputed or not, including any interest, penalties, fees, charges, levies, assessments, duties, tariffs, imposts or additions to Tax that may become payable in respect thereof, and any Liability in respect of such amounts arising as a result of being a member of any affiliated, consolidated, combined, unitary or similar group, as a successor to or transferee of another person or by contract.

(n) “Title Company” means such title company selected by Buyer and mutually agreeable to the parties.

12. **Notices, Consents, Etc.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, sent by fax or email (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Such notices, demands and other communications shall be sent to the addresses indicated below or such other address or to the attention of such other person as the recipient has indicated by prior written notice to the sending party in accordance with this Section 13:

(i) If to Seller/Shareholders:

[●]
[●]
[●]
Attention: [●]
Email: [●]

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Attention: Lucien Beaudry
Email: **(REDACTED)**

(ii) If to Buyer:

Attention:
Email:

13. **Public Announcements.** Unless required by Law (including in connection with the filing of any Tax return), the Seller, Shareholders and their Affiliates shall not make any public announcement or filing with respect to the transactions provided for herein without the prior consent of Buyer; provided, however, that no such press, news or other public release or announcement shall refer to the purchase price or other material economic terms of the transactions contemplated hereby without the prior written approval of Buyer and Seller. Notwithstanding the foregoing, Buyer shall be allowed to disclose the terms of this Agreement and the transactions contemplated hereby (i) to Buyer's representatives and employees of Buyer or its Affiliates, (ii) in connection with summary information about Buyer or Buyer's Affiliates financial condition, (iii) to any of Buyer's Affiliates, auditors, attorneys, financing sources, potential investors or other agents, (iv) to any bona fide prospective purchaser of the equity or assets of Buyer or its Affiliates and (v) as required to be disclosed by order of a court of

competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process, or by law, rule or regulation.

14. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law or rule in any jurisdiction, in any respect, such invalidity shall not affect the validity, legality and enforceability of any other provision or any other jurisdiction and, the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by Law so as to achieve most fully the intention of this Agreement.

15. **Amendment and Waiver.** This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by Buyer, Seller and the Shareholders. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party under or by reason of this Agreement. A waiver by any party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

16. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. **Expenses.** Except as otherwise specifically provided herein, each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

18. **Headings.** The subject headings of Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by any Seller, without the prior written consent of Buyer, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by Buyer without the prior written consent of Seller, except that Buyer may assign or convey its rights under this Agreement (a) to RWB following consummation of the RTO, (b) to any existing Affiliate of Buyer or newly formed Affiliate real estate holding company, (c) in connection with

a merger or consolidation involving Buyer or in connection with a sale of any equity interests or assets of Buyer or its Affiliates or other disposition of all or any portion of the Business, or (d) to lenders of Buyer or its Affiliates as collateral security for borrowings, at any time whether prior to or following the Closing Date; and in each such case Buyer will nonetheless remain liable for all of its obligations hereunder.

20. **Entire Agreement.** This Agreement, the Preamble and the Exhibits and Schedules attached to this Agreement (all of which shall be deemed incorporated in the Agreement and made a part hereof), along with the Merger Agreement, set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings or letters of intent among any of the parties hereto.

21. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement (other than in respect of the Indemnified Parties pursuant to Section 10).

22. **Interpretative Matters.** Unless the context otherwise requires, (a) all references to Articles, Sections or Schedules are to Articles, Sections or Schedules in this Agreement, (b) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP, (c) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (d) all references to “dollars” or “\$” are to United States dollars and (e) whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” In addition, nothing in the Schedules hereto shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any party has breached any representation, warranty, or covenant contained herein (or is otherwise entitled to indemnification) in any respect, the fact that there exists another representation, warranty, or covenant (including any indemnification provision) relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached (or is not otherwise entitled to indemnification with respect thereto) shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant (or is otherwise entitled to indemnification pursuant to a different provision).

23. **Knowledge.** Where any representation or warranty contained in this Agreement is expressly qualified by reference “to the knowledge of Seller,” “Seller’s Knowledge,” or any similar term, it refers to the actual knowledge of Seller, Seller Party and Anne Hyde, Bruce Daniel, and Johannes Pieterse, and all knowledge that such listed persons should have assuming such persons have conducted a reasonable inquiry or investigation regarding the subject matter at issue, including inquiring of those employees of Seller and any Seller Party occupying or using

the Property whose duties would, in the normal course of Seller's or such Seller Party's affairs, result in such employees having actual knowledge concerning such subject, area or aspect.

24. **No Strict Construction.** The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto.

25. **Jurisdiction and Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, equity, tort, or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law, provided, however, that any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to the transfer of ownership of any interest in the Property shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to principles of conflicts of law. Each party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in the State of Delaware or in the state where the Property is located (as applicable), in respect of any claim relating to the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, or otherwise in respect of the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding in which any such claim is made that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts.

26. **Service of Process.** Each of the parties hereto irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in Section 25 hereof in any such action or proceeding by giving copies thereof by hand delivery of air courier to his, her or its address as specified in or pursuant to Section 12 hereof. However, the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method.

27. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

28. **Schedules.** The disclosure of any facts or items in the Schedules accompanying this Agreement is not intended to imply that such items so included are or are not material, or that the occurrence or existence of any such violation, inaccuracy, breach, default, failure to comply, change in circumstances, loss, effect, fact, agreement arrangement, commitment,

understanding or obligation, as a result of the occurrence or existence thereof, would individually or collectively, result in a Material Adverse Effect. The disclosure of any fact or item in the Schedules with respect to a particular paragraph or section of the Agreement shall be deemed to be disclosed with respect to such other paragraph or section of the Agreement to which an appropriate cross reference is made to another Schedule or to the extent it is reasonably apparent on its face that such disclosure is also applicable to any other paragraph or section of the Agreement. Each agreement, instrument and document described herein is incorporated herein by reference. All capitalized terms used in the Schedules and not otherwise defined in the Schedules will have the meanings assigned to them in this Agreement.

29. **Consent and Waiver.** By executing and delivering this Agreement, the Shareholders consent to the sale of the Property as contemplated by this Agreement.

[SIGNATURES TO FOLLOW]

The undersigned have executed this Real Estate Purchase Agreement as of the date first above written.

SELLER:

VW PROPERTIES, INC.

By: _____

Name:

Title:

BUYER:

[_____]

By: _____

Name:

Title:

SHAREHOLDERS:

Arthur VanWingerden

Ken VanWingerden

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[INSERT LEGAL DESCRIPTION]

DISCLOSURE SCHEDULES

to the

AGREEMENT AND PLAN OF MERGER

by and among

MICHICANN MEDICAL INC.,

MID-AMERICAN GROWERS, INC.,

RWB ACQUISITION SUB, INC.,

and

THE SELLERS PARTY THERETO

October 9, 2019

GENERAL STATEMENT

These disclosure schedules (each a “Schedule” and collectively, the “Schedules”) are delivered pursuant to and concurrently with the Agreement and Plan of Merger (the “Agreement”) dated as of October 9, 2019, by and among Mid-American Growers, Inc., a Delaware corporation (the “Company”), Michicann Medical Inc., a Michigan corporation (“Buyer”), RWB Acquisition Sub, Inc., a Delaware corporation and a wholly owned Subsidiary of Buyer (“Merger Sub”), and each of Arthur VanWingerden and Ken VanWingerden (each a “Seller” and together, the “Sellers”).

Headings have been inserted for convenience of reference only and shall in no way have the effect of amending or changing the express description of the corresponding sections as set forth in the Agreement. Capitalized terms used but otherwise not defined in the Schedules have the meanings set forth in the Agreement.

All information contained in the Schedules is confidential information and may not be disclosed unless (i) such information is required to be disclosed pursuant to applicable Law (unless such Law permits the parties to refrain from disclosing the information for confidentiality or other purposes), such information was or becomes known to the recipient thereof without reference to or use of the Schedules, or (ii) a party needs to disclose such information in order to enforce or exercise its rights under the Agreement or to a lender or financier or purchaser of assets.

INDEX TO DISCLOSURE SCHEDULE

| Schedule No. | Title |
|------------------------------|--|
| Schedule 2.2 | Closing Distributions and Payments |
| Schedule 2.6 | Third Party Consents |
| Schedule 3.2 | Title to Company Capital Stock |
| Schedule 3.3 | Noncontravention |
| Schedule 4.2 | Organization and Qualification of the Company |
| Schedule 4.3 | Noncontravention |
| Schedule 4.4 | Capitalization; Title to Company Capital Stock |
| Schedule 4.5 | Absence of Certain Developments |
| Schedule 4.6 | Compliance with Applicable Laws |
| Schedule 4.7 | Financial Statements |
| Schedule 4.7(e) | Indebtedness |
| Schedule 4.8 | Assets |
| Schedule 4.9 | Taxes |
| Schedule 4.9(j) | Tax Returns |
| Schedule 4.10 | Contracts |
| Schedule 4.11 | Real Property |
| Schedule 4.12 | Litigation |
| Schedule 4.13 | Intellectual Property |
| Schedule 4.14 | Insurance Policies |
| Schedule 4.15 | Licenses and Permits |
| Schedule 4.16 | Welfare and Benefit Plans |
| Schedule 4.17 | Health, Safety and Environment |
| Schedule 4.18 | Employees |
| Schedule 4.19 | Affiliate Transactions |
| Schedule 4.21 | Broker Fees |
| Schedule 5.6 | Compliance with Applicable Laws |
| Schedule 5.7 | Financial Statements |
| Schedule 10.1(g) | Specific Indemnity Items |
| Net Working Capital Schedule | Calculation of Net Working Capital |

Schedule 2.2

Closing Distributions and Payments

| Payee | Address | Wire Transfer Instructions |
|----------------------|----------------|-----------------------------------|
| Arthur VanWingerden | (REDACTED) | (REDACTED) |
| Kenneth VanWingerden | (REDACTED) | (REDACTED) |

Schedule 2.6(g)

Third Party Consents

1. Consent to the Agreement and all transactions contemplated thereby from AG Credit Agricultural Association (“AG Credit”) in connection with the Amended and Restated Credit Agreement, dated December 13, 2017, by and among AG Credit, the Company, Color Point, LLC (“Color Point”), VW Properties, LLC (“VWP”) and Mid-American Trucking, Inc. (together with all other instruments and documents executed in connection therewith, collectively, the “AG Credit Facility”).

Schedule 3.2

Title to Company Capital Stock

| Seller | Shares | Certificate Number |
|----------------------|---------------|---------------------------|
| Arthur VanWingerden | 125 | 143 |
| Kenneth VanWingerden | 125 | 142 |

Schedule 3.3

Noncontravention

1. The AG Credit Facility. All Liens under the AG Credit Facility on the Company, its assets or properties (including the Owned Real Property and Leased Real Property), or affecting Company Capital Stock, will be released at or prior to Closing.

Schedule 4.2

Organization and Qualification of the Company

1. Iowa

Schedule 4.3

Noncontravention

1. The AG Credit Facility. All Liens under the AG Credit Facility on the Company, its assets, stock or properties (including the Owned Real Property and the Leased Real Property), or affecting Company Capital Stock, will be released at or prior to Closing.

Schedule 4.4

Capitalization; Title to Company Capital Stock

| Shareholder | Address | Shares Owned |
|--------------------|-------------------|---------------------|
| Art VanWingerden | (REDACTED) | 125 |
| Ken VanWingerden | (REDACTED) | 125 |

Schedule 4.5

Absence of Certain Developments

1. In connection with the transactions contemplated by the Agreement, the Contributed Entities have ceased conducting business as a grower of various decorative and ornamental plants for retailers as historically operated by the Contributed Entities. In connection with such action, the Contributed Entities have terminated related customer and supplier relationships. There are no outstanding contractual liabilities related to the termination of such relationships.
2. See attached listing of assets transferred to Color Point.
3. See attached listing of salary increases for Company employees.
4. Pursuant to a letter agreement dated as of October 9, 2019 between the Company and Color Point, the Company and Color Point memorialized an agreement pursuant to which (a) Color Point has made, and will continue to make, advancements to the Company to fund Company operations and (b) the Company will repay such advancements to Color Point by December 31, 2019.

| Asset ID | Description | Date Acquired | GL Asset Acct | Category | Cost | Net Book Value | Notes |
|----------|--|---------------|---------------|----------------------|------|----------------|-------------------|
| 2015-62 | Agrinomis, Inc. KVXL Tray & Pot Filler | 42342 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-033 | Agrinomis Seeding Tray Washer | 41617 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-044 | AgrinomisU-RN09-R Plug Tray Filler | 41638 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 2013-022 | Visser XL Drum Seeding Line | 41624 | 15400 | Greenhouse Equipment | \$ | \$ | TFR From IL to KY |
| 300031 | 39 Shipping Carts (Used) | 38897 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300059 | 1,000 HI-Cube Transport Carts w Grid Shelves | 39073 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300074 | 1125 Metal Carts for Aldi's (1/2 Carts) | 39202 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300105 | 25 Barge Carts (Dbl R Mfg.) | 39435 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300113 | 1,500 HI-Cube Transport Carts w/ 7,500 Grid S | 39443 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300160 | 800 HI-Cube Transport Carts w/ Grid Shelves(| 39813 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300217 | 2000 Shipping Carts (PacWest) | 40263 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300249 | 800 Shipping Carts (Bases w/2 Sides & 7 shelv | 40297 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300256 | Casters for New Carts (3200) (AmEx/Allied Cas | 40333 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300282 | Shipping 1/2 Carts - Metal - Used | 40528 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300287 | 800 Planting Carts | 40541 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300288 | Wheels for Carts - asset #300287 | 40543 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300325 | 220 Shipping Carts - Mldified High Cube w/ 6 s | 40626 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300343 | 24 Barge Carts | 40647 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300386 | Casters (Wheels) for Carts | 40905 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300409 | 800 Shipping Carts (Used) | 40955 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300420 | 250 Shipping Carts | 41030 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300428 | Casters for New Carts | 41033 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300436 | 2,000 Shipping Carts - Hook-in Style (33"x23.5 | 41228 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300560 | Casters for New Shipping Carts | 41690 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 300561 | Wheels for New Shipping Carts | 41726 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 2014-105 | 803 Powder Coated Shipping Carts | 42006 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| 2016-11 | Double R Manufacturing Flower Carts | 42551 | 15600 | Carts (3Y) | \$ | \$ | TFR From IL to KY |
| | | | | | | \$ | |
| 1033 | Tugger Qty 5 | 43374 | 15600 | | \$ | \$ | TFR From KY to IL |

* Cost and Net Book Values have been REDACTED

* Last Names, 2018 Rates and 2019 Rates have been REDACTED

| Last Name | First Name | Position | Department | 2018 Rate | 2019 Rate |
|-----------|----------------|---------------------------|---------------------|-----------|-----------|
| | Emmanuel | MAINTENANCE I | Maintenance | | |
| | Elba | GENERAL LABOR III | PULLING | | |
| | Sergio | GENERAL LABOR III | Production | - | |
| | Guadalupe | GENERAL LABOR III | HEMP | | |
| | Humberto | GENERAL LABOR III | HEMP | | |
| | Gloria | GENERAL LABOR IV | Production | | |
| | Juan K | GENERAL LABOR I | Dock | | |
| | Kathie | GROWER II | Growing | | |
| | Roger L. | GROWER III | Growing | | |
| | Randall W | GROWER I | Growing | | |
| | Maria | GENERAL LABOR III | Production | | |
| | Richard | MAINTENANCE IV | Maintenance | | |
| | Camilo | SUPERVISORY II | Utility | | |
| | Mark E. | MAINTENANCE III | Maintenance | | |
| | Tyler | GENERAL LABOR III | Dock | | |
| | Patricia | GENERAL LABOR III | PULLING | | |
| | M. Guadalupe | GROWER II | Growing | | |
| | Devon | MAINTENANCE III | Maintenance | | |
| | Darlene | GROWER III | Growing | | |
| | Cara | GROWER II | Growing | | |
| | Martha P. | LEAD GROWER | Growing | | |
| | Maria | GENERAL LABOR III | HEMP | | |
| | Margarito | GENERAL LABOR III | Production | | |
| | Gerardo | GENERAL LABOR III | PULLING | | |
| | Daniela | GENERAL LABOR III | Production | | |
| | Silvia | GENERAL LABOR III | HEMP | | |
| | Antonio | GENERAL LABOR III | Warehouse | | |
| | Rufina | GENERAL LABOR III | Setting | | |
| | Jose I | GENERAL LABOR I | Production | - | |
| | Fidel | GENERAL LABOR I | Production | | |
| | Antonio | GENERAL LABOR III | HEMP | | |
| | Leticia | GENERAL LABOR I | HEMP | | |
| | Mario | GENERAL LABOR II | Production | - | |
| | Henry | MAINTENANCE III | Maintenance | | |
| | Mavin Jeremias | GENERAL LABOR I | Dock | - | |
| | Juan | GENERAL LABOR II | PULLING | | |
| | Maria | GENERAL LABOR I | Production | - | |
| | Gloria | GENERAL LABOR III | HEMP | | |
| | Maria S | GENERAL LABOR III | Utility | | |
| | Garet | ASSISTANT GENERAL MANAGER | SALES Department | | |
| | Angelica | GENERAL LABOR III | HEMP | | |
| | Bertha | GENERAL LABOR II | HEMP | | |
| | Diana | GENERAL LABOR III | PULLING | | |
| | John | SUPERVISORY III | Warehouse | | |
| | Lorena | GENERAL LABOR I | Production | | |
| | Maria | GENERAL LABOR III | Production | | |
| | David | MAINTENANCE IV | Maintenance | | |
| | Michael | GENERAL LABOR IV | SECURITY Department | | |
| | Gustavo | GROWER III | Growing | | |
| | Jose | MAINTENANCE II | Maintenance | | |
| | Juan Antonio | SUPERVISORY I | HEMP | | |
| | Ofelia | GENERAL LABOR III | PULLING | | |
| | Susan | INTERMEDIATE | SALES Department | | |
| | Mischelle | LEAD GROWER | Growing | | |
| | Carmen | SUPERVISORY III | PULLING | | |

* Last Names, 2018 Rates and 2019 Rates have been REDACTED

| | | |
|--------------------|---------------------------|-----------------------|
| Sanjuana | INTERMEDIATE | Human Resources |
| Angel | GENERAL LABOR III | Production |
| Rosalba | SUPERVISORY I | Production |
| Maribel | GENERAL LABOR I | HEMP |
| Efrain H | MAINTENANCE IV | Production |
| Reynaldo | GENERAL LABOR IV | PULLING |
| David P | GENERAL LABOR IV | SECURITY Department |
| Fernando | ASSISTANT GENERAL MANAGER | Production |
| Anthony | GENERAL LABOR I | Production |
| Juan C | GENERAL LABOR III | Utility |
| Berta | INTERMEDIATE | Human Resources |
| Jose Luis | MAINTENANCE II | Maintenance |
| Hector | GENERAL LABOR II | Production |
| Keith L | MAINTENANCE I | Equipment Maintenance |
| Aimee | GROWER II | Growing |
| Cheryl L | GROWER III | Growing |
| Brian | MAINTENANCE IV | Maintenance |
| Gudelia H | GROWER I | HEMP |
| Michael | MANAGER | Sales - Field Reps |
| Brandon | MAINTENANCE IV | Maintenance |
| Maximina | GENERAL LABOR II | PULLING |
| Hortencia | GENERAL LABOR III | PULLING |
| Fermin | MAINTENANCE IV | Maintenance |
| Yatzareth M | GENERAL LABOR II | HEMP |
| Gary (Bill) | MANAGER | IT |
| Lucia | GENERAL LABOR III | Production |
| Cal | | |
| Jakub | | |
| James N | SUPERVISORY IV | Dock |
| James A | SUPERVISORY I | Dock |
| Larry | GROWER III | Growing |
| Damian | DIRECTOR | Maintenance |
| Amy S | MAINTENANCE I | Custodial |
| Nicholas J. | MAINTENANCE IV | Production |
| Blanca | GENERAL LABOR III | AVAILABILITY |
| Martin | GENERAL LABOR III | Setting |
| Oscar M. | GROWER II | Growing |
| Maria M. | GROWER I | HEMP |
| Eloiza | GENERAL LABOR III | Utility |
| Guillermina | GENERAL LABOR III | AVAILABILITY |
| Ester | MAINTENANCE I | Custodial |
| Emily | GENERAL LABOR I | Production |
| Lus Maria | GENERAL LABOR III | Utility |
| Samuel | GENERAL LABOR III | Utility |
| Reyes | GENERAL LABOR III | Dock |
| Diana | GENERAL LABOR I | HEMP |
| Deysi | GENERAL LABOR II | HEMP |
| Luz A. | GENERAL LABOR III | Production |
| Jesus | LEAD GROWER | Growing |
| Jordan | SENIOR MANAGER | Sales - Tap Admin |
| Oliva | GENERAL LABOR III | Production |
| Miguel | GENERAL LABOR I | Dock |
| Celia | GENERAL LABOR III | Production |
| Evelyn S | GENERAL LABOR III | Production |
| Jonathan | GENERAL LABOR IV | Dock |
| Tyler J | MAINTENANCE II | Maintenance |

* Last Names, 2018 Rates and 2019 Rates have been REDACTED

| | | | |
|--------------|-------------------|---------------------|---|
| Allie | GROWER III | Growing | |
| Blanca | GENERAL LABOR II | Production | |
| Martin | GENERAL LABOR III | Production | |
| Jessie | GROWER III | Growing | - |
| Carmen | GENERAL LABOR III | HEMP | |
| Josefina | GENERAL LABOR III | Production | |
| Rosa | SUPERVISORY I | Production | |
| Santos | GENERAL LABOR III | PULLING | |
| Laura | GENERAL LABOR III | PULLING | |
| Dolores | GROWER I | Growing | |
| Maria L. | GENERAL LABOR III | Production | |
| David | GENERAL LABOR III | Production | |
| Josue I. | SUPERVISORY I | Production | |
| Alicia | GENERAL LABOR III | Production | |
| Maria L. | GENERAL LABOR III | Production | |
| Magdaleno | SUPERVISORY IV | PULLING | |
| Guadalupe | GENERAL LABOR III | Production | |
| Adrian | GENERAL LABOR III | Production | |
| Richard | GENERAL LABOR IV | SECURITY Department | |
| Nallely | ENTRY LEVEL | Human Resources | - |
| Gilberto | GENERAL LABOR III | Production | |
| Jovan | GENERAL LABOR I | Dock | - |
| Jose | GENERAL LABOR III | HEMP | |
| David | GENERAL LABOR III | Production | |
| Maria D | MAINTENANCE I | Custodial | |
| Rosa | GENERAL LABOR III | Production | |
| Kevin | GENERAL LABOR III | Dock | |
| Lilia | GENERAL LABOR II | HEMP | |
| Catlina | GENERAL LABOR III | Setting | |
| Ismael | GENERAL LABOR III | Utility | |
| Mary | SUPERVISORY IV | Production | |
| Ana Isabel | SUPERVISORY I | Production | |
| Fidel | GENERAL LABOR III | PULLING | |
| Kevin E. | GENERAL LABOR III | Production | |
| Carolina | GENERAL LABOR III | Production | |
| Kendra | GROWER III | Growing | |
| Johannes | GENERAL MANAGER | ADMIN Department | |
| Fatima | GENERAL LABOR II | Production | |
| Maria | GENERAL LABOR III | HEMP | |
| Julio | SUPERVISORY I | Production | |
| Elvio | GENERAL LABOR IV | SECURITY Department | |
| Diana | GENERAL LABOR III | Production | |
| Gerardo | GENERAL LABOR III | Maintenance | |
| Sergio | GENERAL LABOR III | Utility | |
| Eleazar | GENERAL LABOR III | PULLING | |
| Ma De La Luz | GENERAL LABOR II | HEMP | |
| Saturnina | GENERAL LABOR III | Production | |
| Esther | GENERAL LABOR III | PULLING | |
| Agustin | GENERAL LABOR IV | Warehouse | |
| Annette | SPECIALIST | Accounting | |
| Maria E | GROWER I | Growing | |
| Maria | GENERAL LABOR III | Production | |
| Maria D. | SUPERVISORY II | AVAILABILITY | |
| Diana | GENERAL LABOR IV | AVAILABILITY | |
| Juan | GENERAL LABOR I | HEMP | - |
| Dann | GENERAL LABOR I | HEMP | - |

* Last Names, 2018 Rates and 2019 Rates have been **REDACTED**

| | | | |
|------------------------|-------------------|------------------|---|
| Mario | GENERAL LABOR III | Maintenance | |
| Guadalupe | GENERAL LABOR III | Production | |
| Hermenegildo | GENERAL LABOR III | PULLING | |
| Jose L. | GENERAL LABOR III | PULLING | |
| Daniel | GENERAL LABOR I | Dock | - |
| Hugo E | SUPERVISORY II | Utility | |
| Leticia | GENERAL LABOR II | PULLING | |
| Pilar | GENERAL LABOR III | HEMP | |
| Ismael | GENERAL LABOR III | Setting | |
| Jose G | GENERAL LABOR I | Utility | - |
| Rosio | GENERAL LABOR III | Production | |
| Bertha | GENERAL LABOR II | HEMP | |
| Karina | GENERAL LABOR III | Production | |
| Kristina | SPECIALIST | ADMIN Department | |
| Israel | SUPERVISORY I | PULLING | |
| Daniel | GENERAL LABOR III | Dock | |
| Samara K. | GROWER II | Growing | |
| Adrian | SUPERVISORY II | Dock | |
| Francisco | GENERAL LABOR I | Utility | - |
| Carrie | GENERAL LABOR I | Utility | - |
| Celia | GENERAL LABOR III | Utility | |
| Anita | SUPERVISORY I | Production | |
| Angela | ENTRY LEVEL | SALES Department | |
| Perry J | GROWER II | Growing | |
| John | MAINTENANCE I | Maintenance | |
| Jesus | GENERAL LABOR I | Production | - |
| Bertha | GENERAL LABOR III | HEMP | |
| Matilde | GENERAL LABOR III | HEMP | |
| Gary | GROWER III | Growing | |
| Ricardo | GENERAL LABOR IV | Production | |
| Virginia | GENERAL LABOR III | Production | |
| Santiago | GENERAL LABOR III | PULLING | |
| Artemio | MAINTENANCE II | Production | |
| Brent | HEAD GROWER | Growing | |
| Maria Guadalupe | GENERAL LABOR III | Production | |
| Raul | GENERAL LABOR II | Production | |
| Gloria | GENERAL LABOR III | HEMP | |
| Elias | GENERAL LABOR III | Production | |
| Enrique | GROWER III | Growing | |
| Omar | GENERAL LABOR III | Production | |
| Reyna | GENERAL LABOR III | HEMP | |
| Laura | GENERAL LABOR III | HEMP | |
| Maria | GENERAL LABOR III | Production | |
| Esmeralda | GENERAL LABOR I | Production | - |
| Olivia | GENERAL LABOR III | Production | |
| Timothy M. | GROWER I | Growing | |
| Mark | MAINTENANCE IV | Maintenance | |
| Terrance L | MAINTENANCE IV | Maintenance | |
| James | MAINTENANCE II | Maintenance | |
| Leroy | MAINTENANCE IV | Maintenance | |
| Jessica | INTERMEDIATE | Accounting | |

Schedule 4.6

Compliance with Applicable Laws

1. Joe Cerri was terminated following an altercation in the greenhouse with his manager Brent Troost. Cerri threatened that he would physically harm Troost, because Troost asked Cerri to complete a project. Cerri subsequently filed a complaint with the EEOC claiming age discrimination and claimed his duties were changed because of his age. Cerri's claims were investigated by the EEOC and the Illinois Human Rights Commission and no probable cause was found. Cerri retained legal counsel to attempt to reopen his case with the Illinois Human Rights Commission, which declined the case a second time (the "Cerri Matter"). For the avoidance of doubt, any Liabilities relating to the Cerri Matter shall be Excluded Liabilities.
2. In March 2019, the Company notified the Illinois Environmental Protection Agency that the Company failed to comply with Condition 19f of its Federally Enforceable Operating Permit No. 07020030 (the "FESOP") by failing to conduct a required biennial "tune up" of its wood fired boilers within 25 months after the prior tune up (the "FESOP Deviation"). The Company does not anticipate any fines, penalties or other enforcement action arising from the FESOP deviation. For the avoidance of doubt, any Liabilities relating to the FESOP Deviation shall be an Environmental Condition covered by the Environmental Indemnity.
3. The Company received a Notice of Violation dated September 17, 2019 from the Office of the Illinois State Fire Marshal. For the avoidance of doubt, any Liabilities relating to the violations shall be covered by the specific indemnity on Schedule 10.1(g).
4. The Company failed to submit documentation of a site investigation remediation report (identified as LPC #1550055001 – Putnam County) as required by the Illinois Environmental Protection Agency (the "IL EPA Violation"). For the avoidance of doubt, any Liabilities relating to the IL EPA Violation shall be covered by the specific indemnity on Schedule 10.1(g).

Schedule 4.7

Financial Statements

1. See attached.

Mid American Growers, Inc
Balance Sheet as of December 31, 2018
Unaudited

ASSETS

Current Assets

| | |
|---------------------|------------------|
| Cash | \$ 300,798 |
| Accounts Receivable | 1,280,885 |
| Inventory | 6,943,846 |
| | 8,525,529 |

Fixed Assets

| | |
|--------------------------|-------------------|
| Property and Equipment | 110,438,379 |
| Accumulated Depreciation | (68,164,061) |
| | 42,274,318 |

Other Assets

| | |
|------------------------------|----------------|
| Due from Related Parties | 214,308 |
| Loan Acquisition Expense | |
| Natural Gas Pipeline Deposit | |
| Other Assets | |
| | 214,308 |

| | |
|--------------------|----------------|
| Total Other Assets | 214,308 |
|--------------------|----------------|

| | |
|---------------------|----------------------|
| Total Assets | \$ 51,014,155 |
|---------------------|----------------------|

LIABILITIES AND CAPITAL

Current Liabilities

| | |
|---------------------------------|----------------|
| Accounts Payable - Trade | \$ (1,595) |
| Intercompany Transfers | (777,440) |
| Accrued Expenses | 220,876 |
| Deferred Revenue | - |
| N/P - Lines of Credit | |
| N/P - Current Portion (Primary) | 1,207,671 |
| N/P - Current Portion (Other) | |
| | 649,512 |

Long-Term Liabilities

| | |
|--------------------------------|-------------------|
| LT N/P- Net Current Ptn (Prim) | 10,417,893 |
| LT N/P- Net Current Ptn (Oth) | - |
| | 11,067,405 |

| | |
|--------------------------|----------------------|
| Total Liabilities | \$ 11,067,405 |
|--------------------------|----------------------|

Capital

| | |
|--------------------------------|-------------------|
| Units of Capital | 2,500 |
| Treasury Stock | (321,825) |
| Accumulated Earnings (Deficit) | 41,794,951 |
| Current Year Net Income | (1,528,876) |
| | 39,946,750 |

| | |
|----------------------|----------------------|
| Total Capital | \$ 39,946,750 |
|----------------------|----------------------|

| | |
|--|----------------------|
| Total Liabilities & Capital | \$ 51,014,155 |
|--|----------------------|

Mid American Growers, Inc.
Income Statement for the Period Ending December 31, 2018
Unaudited

| | |
|---|------------------------------|
| <u>Sales</u> | |
| Gross Sales | \$ 41,459,826 |
| Sales Returns & Allowances | <u>(399,437)</u> |
| Total Revenue | \$41,060,389 |
| <u>Cost of Goods Sold</u> | |
| Direct Material | 11,631,849 |
| Indirect Material | 4,914,047 |
| Labor | 8,336,378 |
| Applied/Relieved Overhead | <u>2,158,597</u> |
| Gross Margin | 14,019,518 |
| Production Overhead | |
| | 2,815,578 |
| Shipping and Delivery | <u>4,647,189</u> |
| Gross Profit | \$ 6,556,751 |
| <u>Expenses</u> | |
| Sales and Marketing Expense | 775,212 |
| General and Administrative | <u>2,629,912</u> |
| EBITDA | \$ 3,151,627 |
| <u>Depreciation, Interest and Tax</u> | |
| Depreciation and Amortization | 4,222,452 |
| Interest Expense | 442,351 |
| Income Tax Expense | <u>4,916</u> |
| Net Income from Operations | \$ (1,518,092) |
| <u>Other Income & Expense</u> | |
| Disposal of Fixed Assets | 23,362 |
| Discounts Taken | - |
| Interest Income | (8) |
| Charitable Giving | 1,350 |
| Finance Charges | |
| Miscellaneous Income | <u>(13,920)</u> |
| Net Income (Loss) | <u>\$ (1,528,876)</u> |

Mid American Growers, Inc.
Balance Sheet as of August 31, 2019
Unaudited

ASSETS

Current Assets

| | |
|---------------------|------------|
| Cash | \$ 204,725 |
| Accounts Receivable | 1,704,884 |
| Inventory | 5,552,341 |

7,461,950

Fixed Assets

| | |
|--------------------------|--------------|
| Property and Equipment | 104,563,159 |
| Accumulated Depreciation | (65,158,220) |

39,404,939

Other Assets

| | |
|--------------------------|-----------|
| Due from Related Parties | 9,669,937 |
| Other Assets | - |

Total Other Assets **9,669,937**

Total Assets **\$ 56,536,826**

LIABILITIES AND CAPITAL

Current Liabilities

| | |
|---------------------------------|--------------|
| Accounts Payable - Trade | \$ 2,204,927 |
| Intercompany Transfers | (714,302) |
| Accrued Expenses | 125,552 |
| N/P - Current Portion (Primary) | 297,006 |
| N/P - Current Portion (Other) | - |

1,913,183

Long-Term Liabilities

| | |
|--------------------------------|------------|
| LT N/P- Net Current Ptn (Prim) | 10,169,465 |
| Distribution Payable MAG | 5,248,215 |

Total Liabilities **\$ 17,330,863**

Capital

| | |
|--------------------------------|------------|
| Units of Capital | 2,500 |
| Treasury Stock | (321,825) |
| Accumulated Earnings (Deficit) | 34,446,614 |
| Current Year Net Income | 5,078,674 |

Total Capital **\$ 39,205,963**

Total Liabilities & Capital **\$ 56,536,826**

-

Mid-American Growers, Inc.
Income Statement for the Period Ending August 31, 2019
Unaudited

| | |
|---|----------------------|
| <u>Sales</u> | |
| Gross Sales | \$ 36,998,783 |
| Sales Returns & Allowances | (904,670) |
| | <hr/> |
| Total Revenue | \$ 36,094,113 |
| <u>Cost of Goods Sold</u> | |
| Direct Material | 11,078,040 |
| Indirect Material | 3,004,377 |
| Labor | 6,636,691 |
| Applied/Relieved Overhead | (1,688,311) |
| | <hr/> |
| Gross Margin | \$ 17,063,316 |
| Production Overhead | |
| | 2,099,598 |
| Shipping and Delivery | 3,506,353 |
| | <hr/> |
| Gross Profit | \$ 11,457,365 |
| <u>Expenses</u> | |
| Sales and Marketing Expense | 566,812 |
| General and Administrative | 2,757,233 |
| | <hr/> |
| EBITDA | \$ 8,133,320 |
| <u>Depreciation, Interest and Tax</u> | |
| Depreciation and Amortization | 2,640,017 |
| Interest Expense | 298,385 |
| Income Tax Expense | - |
| | <hr/> |
| Net Income from Operations | \$ 5,194,918 |
| <u>Other Income & Expense</u> | |
| Disposal of Fixed Assets | 1,480,630 |
| Discounts Taken | - |
| Interest Income | - |
| Charitable Giving | - |
| Finance Charges | - |
| Miscellaneous Income | (1,364,386) |
| | <hr/> |
| Net Income (Loss) | \$ 5,078,674 |

Schedule 4.7(e)

Indebtedness

1. The indebtedness owing by the Company under the AG Credit Facility, which indebtedness will be paid off at Closing and the Company and Sellers will obtain consent and full release of all Liens on the Company, its assets or properties (including the Owned Real Property and Leased Real Property) or affecting the Company Capital Stock.
2. Each of Kenneth VanWingerden and Arthur VanWingerden has provided a personal guarantee with respect to the AG Credit Facility (collectively, the "Guarantees"), for which Sellers will obtain consent and full release of any Liens securing such Guarantees, to the extent affecting the Company Capital Stock.
3. See item 4 on Schedule 4.5.

Schedule 4.8

Assets

1. See attached fixed asset schedule.

Mid American Growers, LLC [MAG]

Asset List

| S | Asset ID | Description | Date In Service | GL Asset Acct. | Category | Fed - Cost/Basis |
|---|----------|--------------------------------|-----------------|----------------|----------------------------|------------------|
| | 21001 | 9-Acre Greenhouse @ 79,400 ea. | 5/4/1976 | 15200-00 | Building & Structure (30Y) | |
| | 227001 | 1 Water Pump, Tank, House Pond | 5/4/1976 | 15010-00 | Greenhouses & Systems | |
| | 296007 | 1 16# Brake | 5/4/1976 | 15400-00 | Automobiles (5 Years) | |
| | 21003 | Cement | 6/1/1976 | 15200-00 | Concrete | |
| | 21004 | Labor on Add. to Greenhouse | 7/2/1976 | 15200-00 | Greenhouses & Systems | |
| | 21005 | Electrical Material - New Add. | 7/15/1976 | 15200-00 | Building Improvements | |
| | 21008 | Steel | 8/5/1976 | 15200-00 | Greenhouses 30 | |
| | 21010 | Pipe | 8/10/1976 | 15200-00 | Greenhouses 30 | |
| | 21013 | Steel | 8/10/1976 | 15200-00 | Greenhouses 30 | |
| | 21014 | Polycork Boarding | 8/10/1976 | 15200-00 | Greenhouses 30 | |
| | 227002 | Culverts | 8/10/1976 | 15010-00 | Land Improvements 30 | |
| | 296017 | 20 M. Gal. Fuel Tank | 8/10/1976 | 15400-00 | Small Equipment (10Y) | |
| | 21015 | 4" Plastic & 400' Trenching | 8/19/1976 | 15200-00 | Greenhouses | |
| | 21021 | Mertel Gravel Material | 9/15/1976 | 15200-00 | Gravel | |
| | 21024 | Concrete | 9/24/1976 | 15200-00 | Concrete | |
| | 21027 | Pouring Concrete | 10/1/1976 | 15200-00 | Concrete/Gravel | |
| | 21029 | Nails | 10/5/1976 | 15200-00 | Greenhouses & Systems | |
| | 21030 | Steel Construction Rods | 10/5/1976 | 15200-00 | Greenhouses & Systems | |
| | 21031 | Pipe | 10/14/1976 | 15200-00 | Greenhouses & Systems | |
| | 21032 | Electric Material (Englewood) | 10/20/1976 | 15200-00 | Greenhouses & Systems | |
| | 21033 | Concrete & Labor | 10/20/1976 | 15200-00 | Concrete | |
| | 21034 | Windows | 10/20/1976 | 15200-00 | Greenhouses & Systems | |
| | 21035 | VW Plastic Greenhouse | 10/20/1976 | 15200-00 | Greenhouses & Systems | |
| | 21036 | Doors | 10/25/1976 | 15200-00 | Doors | |
| | 21037 | Lumber | 11/3/1976 | 15200-00 | Greenhouses & Systems | |
| | 21038 | Electrical Impr. (Englewood) | 11/12/1976 | 15200-00 | Building Improvements | |
| | 21039 | Eimprvment Material (Inland) | 11/12/1976 | 15200-00 | Greenhouses & Systems | |
| | 21040 | Improvements (Mid-States Ind.) | 11/12/1976 | 15200-00 | Greenhouses & Systems | |
| | 21041 | Door Track & Hangers | 11/15/1976 | 15200-00 | Doors | |
| | 21042 | Improvements (Connor Co.) | 12/1/1976 | 15200-00 | Greenhouses & Systems | |
| | 21043 | Galvanized Sheets | 12/1/1976 | 15200-00 | Greenhouses & Systems | |
| | 21044 | Electrical Impr. (Englewood) | 12/13/1976 | 15200-00 | Building Improvements | |
| | 21045 | Steel | 12/14/1976 | 15200-00 | Greenhouses & Systems | |
| | 21046 | Gearbox for Windws | 12/14/1976 | 15200-00 | Greenhouses & Systems | |
| | 21047 | Lumber | 12/14/1976 | 15200-00 | Greenhouses & Systems | |
| | 21048 | Improvements (Chicago Tube) | 12/27/1976 | 15200-00 | Greenhouses & Systems | |
| | 21049 | Glass | 12/27/1976 | 15200-00 | Greenhouses & Systems | |
| | 21050 | Fittings | 12/27/1976 | 15200-00 | Greenhouses & Systems | |
| | 21051 | Finishing Concrete | 1/5/1977 | 15200-00 | Concrete | |
| | 21052 | Improvements (Chicago Tube) | 1/7/1977 | 15200-00 | Greenhouses & Systems | |
| | 21053 | Electrical Imp. (Englewood) | 1/13/1977 | 15200-00 | Greenhouses & Systems | |
| | 21054 | Concrete Finishing | 1/14/1977 | 15200-00 | Concrete | |
| | 21055 | Concrete Finishing | 1/26/1977 | 15200-00 | Concrete | |
| | 21056 | Steel | 2/2/1977 | 15200-00 | Greenhouses 30 | |
| | 21057 | Labor (hook up electricity) | 2/5/1977 | 15200-00 | Greenhouses & Systems | |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|-----------------------------|
| 21058 | Electrical Impr. (Englewood) | 2/10/1977 | 15200-00 | Building Improvements |
| 21059 | Electrical Impr. (Piedmont) | 2/14/1977 | 15200-00 | Building Improvements |
| 21060 | Improvements (Wicks Corp.) | 2/14/1977 | 15200-00 | Greenhouses & Systems |
| 21061 | Improvements (Monarch Ind.) | 2/17/1977 | 15200-00 | Greenhouses & Systems |
| 21062 | Steel | 3/3/1977 | 15200-00 | Greenhouses 30 |
| 21063 | Pipe | 3/10/1977 | 15200-00 | Greenhouses & Systems |
| 21064 | Steel | 3/10/1977 | 15200-00 | Greenhouses 30 |
| 21065 | Improvements (Chicago Tube) | 3/22/1977 | 15200-00 | Greenhouses & Systems |
| 21066 | Electrical Impr (Englewood) | 3/22/1977 | 15200-00 | Building Improvements |
| 21067 | Labor (Edgcomb Sttel Co.) | 3/28/1977 | 15200-00 | Greenhouses & Systems |
| 21068 | Electrical Impr. (Englewood) | 3/30/1977 | 15200-00 | Building Improvements |
| 21069 | Steel | 4/12/1977 | 15200-00 | Greenhouses 30 |
| 21070 | Electrical Imp.(Piedmont) | 4/12/1977 | 15200-00 | Greenhouses & Systems |
| 21071 | Improvements (Chicago Tube) | 5/12/1977 | 15200-00 | Greenhouses & Systems |
| 296036 | WX-301 Extol Tank | 6/6/1977 | 15400-00 | Small Equipment (10Y) |
| 21072 | Cement & Gravel (Impr. & Con.) | 6/7/1977 | 15200-00 | Concrete |
| 21073 | Galvanized Pipe | 7/21/1977 | 15200-00 | Greenhouses & Systems |
| 21074 | Valves | 7/21/1977 | 15200-00 | Greenhouses & Systems |
| 21075 | New Section Greenhouse Plastic | 8/2/1977 | 15200-00 | Ghse- Plexiglas Covering 15 |
| 21076 | Tiled Outlet Behind Greenhouse | 8/10/1977 | 15200-00 | Greenhouses & Systems |
| 21077 | Parts for New Windows | 8/11/1977 | 15200-00 | Greenhouses & Systems |
| 21078 | Valves | 8/11/1977 | 15200-00 | Greenhouses & Systems |
| 21079 | Steel | 9/8/1977 | 15200-00 | Greenhouses & Systems |
| 21080 | Plastic | 9/8/1977 | 15200-00 | Greenhouses & Systems |
| 296040 | Tubing | 10/18/1977 | 15400-00 | Greenhouse & Systems |
| 21081 | Tube & Iron | 10/19/1977 | 15200-00 | Greenhouses & Systems |
| 21082 | Plastic | 11/2/1977 | 15200-00 | Greenhouses & Systems |
| 21083 | Ironwork - New Greenhouse | 11/21/1977 | 15200-00 | Greenhouses & Systems |
| 21084 | Pmt. on New Greenhouse Mater'l | 12/21/1977 | 15200-00 | Greenhouses 30 |
| 21085 | Improvements (Len Trovero Con) | 1/17/1978 | 15200-00 | Greenhouses & Systems |
| 21086 | Plastic | 6/13/1978 | 15200-00 | Greenhouses & Systems |
| 227004 | Drain Ditch (Asset 7005-7009) | 6/29/1978 | 15010-00 | Land Improvements 30 |
| 296046 | Ventilation Controller | 7/25/1978 | 15400-00 | Greenhouse & Systems |
| 21087 | Greenhouse - Concrete Mater'l | 8/1/1978 | 15200-00 | Concrete |
| 21088 | Insulation | 8/11/1978 | 15200-00 | Greenhouses & Systems |
| 21089 | Insulation | 8/18/1978 | 15200-00 | Greenhouses & Systems |
| 21090 | Underground Heating System | 9/12/1978 | 15200-00 | Greenhouses & Systems |
| 227010 | Gravel & Concrete Drainage | 9/21/1978 | 15010-00 | Land Improvements 30 |
| 21091 | Watering System - VW Plastics | 10/2/1978 | 15200-00 | Greenhouses & Systems |
| 296049 | 14 Expansion Tanks | 10/2/1978 | 15400-00 | Greenhouse & Systems |
| 296050 | Fans | 10/9/1978 | 15400-00 | Greenhouse & Systems |
| 227011 | Gravel & Concrete Drainage | 10/10/1978 | 15010-00 | Land Improvements 30 |
| 21092 | Pipe 2000' | 10/17/1978 | 15200-00 | Greenhouses & Systems |
| 21093 | Insulation | 11/9/1978 | 15200-00 | Greenhouses & Systems |
| 21094 | Greenhouse Heating System | 12/26/1978 | 15200-00 | Greenhouses & Systems |
| 21095 | Plastic | 12/26/1978 | 15200-00 | Greenhouses & Systems |
| 21096 | New Heating System - Connor Co | 2/10/1979 | 15200-00 | Greenhouses & Systems |
| 21097 | New Heating System | 2/20/1979 | 15200-00 | Greenhouses & Systems |
| 21098 | Shading Compound & Bow Inserts | 3/19/1979 | 15200-00 | Greenhouses & Systems |

| | | | | |
|--------|--------------------------------|------------|----------|-----------------------------|
| 227012 | Yard Expansion | 7/13/1979 | 15010-00 | Land Improvements 30 |
| 227013 | Steel Fencing | 9/1/1979 | 15010-00 | Land Improvements |
| 227014 | Flynn Drainage Products Co. | 10/6/1979 | 15010-00 | Land Improvements 30 |
| 296062 | Grundfos Pumps | 11/1/1979 | 15400-00 | Pumps (5Y) |
| 227015 | Land Improvements | 11/30/1979 | 15010-00 | Land Improvements 30 |
| 21099 | Hagerty Steel | 12/14/1979 | 15200-00 | Greenhouses & Systems |
| 21101 | Energy Curtain | 1/5/1980 | 15200-00 | Ghse- Energy Curtains |
| 21100 | Conversion of Boiler to Gas | 1/11/1980 | 15200-00 | Heavy Equipment (15 Years) |
| 21102 | Energy Curtain | 2/8/1980 | 15200-00 | Ghse- Energy Curtains |
| 21104 | Conversion of Boiler to Gas | 2/8/1980 | 15200-00 | Heavy Equipment (15 Years) |
| 21105 | Hagerty Steel - Energy Curtain | 2/8/1980 | 15200-00 | Ghse- Energy Curtains |
| 21106 | Ryerson Steel - Energy Curtain | 2/21/1980 | 15200-00 | Ghse- Energy Curtains |
| 21103 | Energy Curtain | 2/23/1980 | 15200-00 | Ghse- Energy Curtains |
| 21107 | Hagerty Steel - Energy Curtain | 3/8/1980 | 15200-00 | Ghse- Energy Curtains |
| 21108 | Mertel Gravel - New Benches | 3/8/1980 | 15200-00 | Gravel |
| 21109 | V&V Noorland (Shading System) | 3/8/1980 | 15200-00 | Ghse- Energy Curtains |
| 21110 | Unarco Rohn Energy Curtain | 3/15/1980 | 15200-00 | Ghse- Energy Curtains |
| 21111 | V.W. Plastics | 3/18/1980 | 15200-00 | Ghse- Energy Curtains |
| 227016 | Mertel Gravel Co. (Yard Maint) | 6/10/1980 | 15010-00 | Land Improvements 30 |
| 21112 | V.W. Plastics | 6/11/1980 | 15200-00 | Ghse- Energy Curtains |
| 296063 | V&V Noorland Cooling System | 6/18/1980 | 15400-00 | Ghse Equip-Small 10 |
| 227017 | Mertel Gravel Co. (Yard Maint) | 7/15/1980 | 15010-00 | Land Improvements 30 |
| 296064 | V&V Noorland Cooling System | 7/15/1980 | 15400-00 | Ghse Equip-Small 10 |
| 227018 | Skoog Landscaping | 7/28/1980 | 15010-00 | Land Improvements |
| 21113 | E.S.P. Insulation (Gutters) | 8/22/1980 | 15200-00 | Greenhouses & Systems |
| 227019 | Mertel Gravel | 8/22/1980 | 15010-00 | Land Improvements 30 |
| 296068 | Tri-Town Electric Curtain Shad | 8/26/1980 | 15400-00 | Greenhouse & Systems |
| 21114 | Bruno Bucholz(Urethane Gutter) | 9/12/1980 | 15200-00 | Building Improvements |
| 21115 | Benches in Greenhouse | 9/15/1980 | 15200-00 | Greenhouses |
| 21116 | V.W. Plastics - Energy Curtain | 10/3/1980 | 15200-00 | Ghse- Energy Curtains |
| 21117 | Sheets of Double Plexiglass | 11/13/1980 | 15200-00 | Ghse- Plexiglas Covering 15 |
| 227021 | Ellena Const. | 12/30/1980 | 15010-00 | Land Improvements 30 |
| 227020 | Mertel Gravel (Construct Road) | 3/9/1981 | 15010-00 | Land Improvements 30 |
| 320502 | 56.658 Acres Remaining | | 15000-00 | Land |
| 162001 | Chain Link Fence Installation | 5/5/1981 | 15300-00 | Land Improvements |
| 21201 | Ryerson Steel Galv. Sheets | 6/2/1981 | 15200-00 | Greenhouses 30 |
| 21202 | Monsanto Plastics | 6/12/1981 | 15200-00 | Greenhouses 30 |
| 21203 | Levitt Tube & Iron (New Grnhs) | 6/23/1981 | 15200-00 | Greenhouses & Systems |
| 21204 | Ryerson Steel (New Greenhouse) | 6/26/1981 | 15200-00 | Greenhouses 30 |
| 21205 | Continental Prod. Co. | 7/1/1981 | 15200-00 | Greenhouses & Systems |
| 21206 | Zethoff Greenhouse Energy Curt | 7/10/1981 | 15200-00 | Ghse- Energy Curtains |
| 21207 | Zethoff Green (Energy Curt.) | 7/20/1981 | 15200-00 | Ghse- Energy Curtains |
| 21208 | Green Circle - Urethaning Gut. | 7/28/1981 | 15200-00 | Greenhouses & Systems |
| 21209 | Fabricating & Welding Corp. | 8/21/1981 | 15200-00 | Greenhouses & Systems |
| 21222 | Tri-Town Electric - Wiring | 9/1/1981 | 15200-00 | Greenhouses 30 |
| 21223 | Zethoff-Energy Curtain | 9/1/1981 | 15200-00 | Ghse- Energy Curtains |
| 296110 | W.W. Grainger - 5HP Compress | 9/1/1981 | 15400-00 | Small Equipment (10Y) |
| 21210 | Galvanized Chanels | 9/8/1981 | 15200-00 | Greenhouses & Systems |
| 21220 | WHO KNOWS | 9/10/1981 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------|
| 21211 | Galvanized Sheets | 9/12/1981 | 15200-00 | Greenhouses & Systems |
| 21212 | Galvanized Sheets | 9/21/1981 | 15200-00 | Greenhouses & Systems |
| 21213 | Energy Cloth Installation | 9/27/1981 | 15200-00 | Ghse- Energy Curtains |
| 21214 | Ryerson Steel (Structure) | 10/19/1981 | 15200-00 | Greenhouses 30 |
| 227101 | Universal Contr. (Asphalt) | 10/20/1981 | 15010-00 | Land Improvements 30 |
| 21215 | Windows, Dramex, Dripperline | 11/16/1981 | 15200-00 | Greenhouses & Systems |
| 21216 | Mertel Gravel - Cement | 12/7/1981 | 15200-00 | Gravel |
| 21217 | Chicago Tube & Iron | 12/7/1981 | 15200-00 | Greenhouses & Systems |
| 243002 | Widmer's - Fire Proof Cabinet | 1/6/1982 | 15700-00 | Office Equipment |
| 21218 | Ryerson - Gal. Steel & Iron | 2/9/1982 | 15200-00 | Greenhouses & Systems |
| 162002 | Progress Billing on New Bldg. | 2/11/1982 | 15300-00 | Building & Structure (30Y) |
| 21219 | Energy Cloth System (Zetho) | 2/13/1982 | 15200-00 | Ghse- Energy Curtains |
| 21221 | New Shadin System (Zethof) | 2/24/1982 | 15200-00 | Ghse- Energy Curtains |
| 162003 | Van Loo Door Salles-Steel Door | 3/4/1982 | 15300-00 | Doors |
| 162004 | Heaters - Newark Florists | 3/20/1982 | 15300-00 | Building & Structure (30Y) |
| 296105 | Potting Machine - Javo, Inc. | 3/25/1982 | 15400-00 | Small Equipment (10Y) |
| 296107 | Electrical Foot Pedal | 3/30/1982 | 15400-00 | Ghse Equip-Small 10 |
| 243101 | Booths for Lunch Room | 4/16/1982 | 15700-00 | Office Equipment |
| 21306 | Plastic Greenhouse | 4/27/1982 | 15200-00 | Greenhouses 30 |
| 162101 | Building | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162102 | Partitions for Bathrooms | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162103 | Building | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162104 | Bricks, Cement, Sand | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162105 | Steel Fire Doors | 5/1/1982 | 15300-00 | Doors |
| 162106 | Progress Billing on New Bldg. | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162107 | Van Loo Doors | 5/1/1982 | 15300-00 | Doors |
| 162108 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162109 | Ladzinski Cement | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162110 | Kettman Heating | 5/1/1982 | 15300-00 | HVAC |
| 162111 | H.B. Cabinet | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162112 | Connor Co. | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162113 | Imperial Builders | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162114 | Tri-Town Electric | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162115 | Van Loo Doors | 5/1/1982 | 15300-00 | Doors |
| 162116 | Putnam County Tile | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162117 | Chamlin & Associates | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162119 | Tri-Town Electric - Mat. Labor | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162120 | Imperial Builders | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162121 | Mertel Gravel | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162122 | P.L. Light Systems | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162123 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162125 | Ellena Constructions | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162126 | Billy Hall Masonry (Firewall) | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162127 | Van Loo Doors | 5/1/1982 | 15300-00 | Doors |
| 162128 | Ellena Construction | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162129 | F.X. Newmann- Concrete Blocks | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162130 | Hall Masonry - Labor for Block | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162131 | Hall Masonry | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162132 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------|
| 162133 | Newmann & Sons | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162134 | Burns Glass Co. - Glass Office | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162135 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162136 | Ladzinski Cement - Concrete | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162137 | F. Newmann - Cement Block | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162138 | Imperial Builders | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162139 | Hall Masonry Co. - Labor | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162140 | F. Newmann & Sons - Cement | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162141 | Hall Masonry - Labor Block | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162142 | Englewood Electric | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162143 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162144 | Imperial Builders | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162146 | Adams Door Co. - Fire Door | 5/1/1982 | 15300-00 | Doors |
| 162147 | Kettman, Heating & Air | 5/1/1982 | 15300-00 | HVAC |
| 162148 | Mertel Gravel - Cement Found. | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162149 | Wagner Home Center - Mat. | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162150 | Wagner Home Center - Mat. | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162151 | Kettman Heating & Air | 5/1/1982 | 15300-00 | HVAC |
| 162152 | Wagner Home Center | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162153 | Tri Town Electric | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 162155 | Universal Contractors #11974 | 5/1/1982 | 15300-00 | Building & Structure (30Y) |
| 243103 | Sun Ray Fixture - Booths Table | 6/7/1982 | 15700-00 | Office Equipment |
| 296203 | Bouldin & Lawsin | 6/7/1982 | 15400-00 | Ghse Equip-Small 10 |
| 296204 | W.W. Granger, Inc. | 6/7/1982 | 15400-00 | Ghse Equip-Small 10 |
| 296205 | V.W. PGC Shelves, Potting, etc | 6/7/1982 | 15400-00 | Ghse Equip-Small 10 |
| 227201 | Smiley Funfsinn - Pond Work | 8/23/1982 | 15010-00 | Land Improvements 30 |
| 21301 | Plastic Greenhouses | 8/30/1982 | 15200-00 | Greenhouses 30 |
| 21302 | V.V. Noorland - Greenhouses | 9/22/1982 | 15200-00 | Greenhouses 30 |
| 296207 | VW PDG Galv. Metal Hose, etc. | 10/26/1982 | 15400-00 | Ghse Equip-Small 10 |
| 296212 | Old Mill Co. - Seeder | 11/1/1982 | 15400-00 | Small Equipment (10Y) |
| 296213 | Old Mill Co. - Seeder Parts | 12/22/1982 | 15400-00 | Ghse Equip-Small 10 |
| 296210 | Smiley Funfsinn - Work on Dam | 1/6/1983 | 15400-00 | Land Improvements 30 |
| 285103 | Ryerson Steel | 1/12/1983 | 15600-00 | Ghse Equip-Small 10 |
| 21303 | Tri-Twon Electric - Mat. Labor | 1/24/1983 | 15200-00 | Greenhouses 30 |
| 296216 | Old Mill Co. | 2/22/1983 | 15400-00 | Ghse Equip-Small 10 |
| 162154 | Tri Town - Material & Labor | 3/1/1983 | 15300-00 | Misc Bldg Impv 15 |
| 21304 | Ryerson Steel (#13289) | 3/9/1983 | 15200-00 | Greenhouses & Systems |
| 296219 | Aluminum Dist. | 3/21/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296220 | Bouldin & Lawson | 3/21/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296218 | Growers Equip. - Sprayer | 3/30/1983 | 15400-00 | Growing |
| 296221 | V&V Noordland - Burners | 3/31/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296303 | Motorola-Walkie-Talkies #13366 | 4/3/1983 | 15400-00 | Small Equipment (10Y) |
| 21421 | Mertel's Gravel Sidewalk | 4/11/1983 | 15200-00 | Gravel |
| 21422 | Mertel'S Gravel Sidewalks | 4/25/1983 | 15200-00 | Gravel |
| 21424 | Labor on Greenhouse 6/83-2/84) | 6/1/1983 | 15200-00 | Greenhouses & Systems |
| 21401 | V.W. Plastics - #13458 | 6/14/1983 | 15200-00 | Ghse- Energy Curtains |
| 21403 | Vaughn-Jacklin (Shade Cloth) | 6/21/1983 | 15200-00 | Ghse- Energy Curtains |
| 162201 | Imperial Builders | 6/27/1983 | 15300-00 | Misc Bldg Impv 15 |
| 21402 | Smiley Funfsinn - Grading | 6/28/1983 | 15200-00 | Greenhouses 30 |

| | | | | |
|--------|-------------------------------|------------|----------|-----------------------|
| 21404 | D.S. Plastics_ #13492 | 7/5/1983 | 15200-00 | Ghse- Energy Curtains |
| 162202 | Van Loo Door Sales | 7/11/1983 | 15300-00 | Doors |
| 21405 | Mertel Gravel - #573 | 7/19/1983 | 15200-00 | Gravel |
| 162203 | Henry Clark-Carpentry #13526 | 8/1/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162209 | Ron Moreno-Carpentry #13527 | 8/1/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162215 | Wagner Home Center #651 | 8/2/1983 | 15300-00 | Misc Bldg Impv 15 |
| 21406 | Mertel Gravel #628 | 8/2/1983 | 15200-00 | Gravel |
| 227302 | Thomas Graceffa #13529 | 8/2/1983 | 15010-00 | Land Improvements 30 |
| 21410 | Chicago Tube & Iron - Steel | 8/3/1983 | 15200-00 | Greenhouses & Systems |
| 296310 | Paul Phillips #13533 | 8/3/1983 | 15400-00 | Greenhouse & Systems |
| 296311 | Robert Gray #13538 | 8/3/1983 | 15400-00 | Greenhouse & Systems |
| 21409 | Funfsinn-Grading Rpr. #13543 | 8/6/1983 | 15200-00 | Land Improvements |
| 162204 | Henry Clark-Carpentry #13545 | 8/8/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162210 | Ron Moreno-Carpentry #13546 | 8/8/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162205 | Henry Clark-Carpentry #13555 | 8/15/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162211 | Ron Moreno-Carpentry #13556 | 8/16/1983 | 15300-00 | Misc Bldg Impv 15 |
| 21407 | Mertel Gravel #677 | 8/16/1983 | 15200-00 | Gravel |
| 21408 | Mertel Gravel #726 | 8/16/1983 | 15200-00 | Gravel |
| 296308 | VanWingerden Plastic #690 | 8/16/1983 | 15400-00 | Greenhouse & Systems |
| 296309 | John's Air Conditioning #673 | 8/16/1983 | 15400-00 | Greenhouse & Systems |
| 296312 | M. Adams Equipment #13560 | 8/18/1983 | 15400-00 | Ghse Equip-Small 10 |
| 162206 | Henry Clark-Carpentry #13566 | 8/22/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162212 | Ron Moreno-Carpentry #13567 | 8/22/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162207 | Henry Clark-Carpentry #13576 | 8/29/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162213 | Ron Moreno-Carpentry #13577 | 8/29/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162208 | Henry Clark-Carpentry #13583 | 8/30/1983 | 15300-00 | Misc Bldg Impv 15 |
| 162214 | Ron Moreno-Carpentry #135 | 8/30/1983 | 15300-00 | Misc Bldg Impv 15 |
| 227301 | Terando Brothers #733 | 8/30/1983 | 15010-00 | Land Improvements 30 |
| 162216 | Wagner Home Center #13600 | 9/10/1983 | 15300-00 | Misc Bldg Impv 15 |
| 21412 | Mertel Gravel #13627 | 9/13/1983 | 15200-00 | Gravel |
| 21413 | Zellmer Truck Lines | 9/13/1983 | 15200-00 | Greenhouses 30 |
| 21411 | Mertel Gravel #840 | 9/27/1983 | 15200-00 | Gravel |
| 21415 | Universal | 10/11/1983 | 15200-00 | Greenhouses 30 |
| 296313 | Robert Gray- Cooler Doors | 10/11/1983 | 15400-00 | Doors |
| 296314 | Kettman - Coolers for Bulbs | 10/11/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296315 | Eidson Pipe & Tubing (Tables) | 10/11/1983 | 15400-00 | Growing |
| 21414 | VW Plastic - New Greenhouse | 10/25/1983 | 15200-00 | Greenhouses & Systems |
| 296316 | VW Plastics - Weld New Tables | 10/26/1983 | 15400-00 | Growing |
| 21418 | CK#1000 - Mertel Gravel | 11/8/1983 | 15200-00 | Land Improvements |
| 21420 | CK#971 - Connor Co. (Pipe) | 11/8/1983 | 15200-00 | Greenhouses |
| 227303 | Underground Spr. #13750 | 11/8/1983 | 15010-00 | Land Improvements |
| 21416 | CK#13768 Price Heating (Pipe) | 11/12/1983 | 15200-00 | Greenhouses & Systems |
| 162217 | CK#13771 - Ed Moreno (Carpet) | 11/14/1983 | 15300-00 | Misc Bldg Impv 15 |
| 227304 | Harding (Elec Pole) #13785 | 11/14/1983 | 15010-00 | Land Improvements |
| 21417 | CK#13778 Universal - Asphalt | 11/18/1983 | 15200-00 | Driveway Repairs |
| 21419 | CK#1078 VW Plastics | 11/22/1983 | 15200-00 | Ghse- Energy Curtains |
| 296317 | Bouldin & Lawson Seeder #1088 | 12/6/1983 | 15400-00 | Small Equipment (10Y) |
| 296319 | R.V. Evans - Tape Mach. #1102 | 12/6/1983 | 15400-00 | Small Equipment (10Y) |
| 296328 | E.Coast Grower #1451 Watering | 12/14/1983 | 15400-00 | Growing |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|-----------------------------------|
| 296320 | Blackmore Transplanter #1160 | 12/20/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296321 | Javo/Planting Machine #13833 | 12/30/1983 | 15400-00 | Ghse Equip-Small 10 |
| 296322 | Bouldin Lawson Seeder #1218 | 1/3/1984 | 15400-00 | Small Equipment (10Y) |
| 21423 | Neuman Concrete Block #1310 | 1/17/1984 | 15200-00 | Greenhouses 30 |
| 296324 | B.F.G. Supply 2 Seeders #1269 | 1/17/1984 | 15400-00 | Ghse Equip-Small 10 |
| 296325 | Blackmore Trucking #121 | 1/17/1984 | 15400-00 | Ghse Equip-Small 10 |
| 296326 | Evans RV Tracking Machine#1285 | 1/17/1984 | 15400-00 | Ghse Equip-Small 10 |
| 21425 | Green Circle Growers Greenhse | 2/1/1984 | 15200-00 | Greenhouses & Systems |
| 296331 | Norland Comp Gh-13943 | 3/1/1984 | 15400-00 | Ghse Equip-Large 15 |
| 21427 | Tri Town Electric - Various | 3/9/1984 | 15200-00 | Greenhouses 30 |
| 296329 | Bouldin & Lawson - 1526 | 3/13/1984 | 15400-00 | Ghse Equip-Small 10 |
| 21426 | Sidewalks-CK# 1531,1571,1644 | 3/15/1984 | 15200-00 | Greenhouses 30 |
| 21431 | Kettman Heating & Air #1697 | 4/1/1984 | 15200-00 | Greenhouses & Systems |
| 296337 | Wiese Planning Forklift #1721 | 4/27/1984 | 15400-00 | Forklift/Tugger/Scissorlift (10Y) |
| 296336 | 3 Motorola Radios | 4/30/1984 | 15400-00 | Small Equipment (10Y) |
| 21433 | Tri-Town Electric #14050 | 5/1/1984 | 15200-00 | Greenhouses & Systems |
| 21432 | Ladzinski Cement #1767 | 5/8/1984 | 15200-00 | Concrete |
| 296339 | Allied-Conveyor #1807-8;117404 | 5/22/1984 | 15400-00 | Ghse Equip-Small 10 |
| 21435 | Vaughn-Jacklin Shade Curt#2046 | 7/3/1984 | 15200-00 | Ghse- Energy Curtains |
| 296341 | VW Plastic Elec&Push Cart#2045 | 7/3/1984 | 15400-00 | Small Equipment (10Y) |
| 21434 | VW Plastic #2163 | 7/10/1984 | 15200-00 | Ghse- Plexiglas Covering 15 |
| 243212 | Complete Ind. Lockers #2058 | 7/17/1984 | 15700-00 | Office Equipment |
| 285213 | Ryerson Ck#2278 | 9/5/1984 | 15600-00 | Ghse Equip-Small 10 |
| 21436 | Cement CK#13200 | 9/11/1984 | 15200-00 | Concrete |
| 21440 | Concrete CK#2465 | 10/1/1984 | 15200-00 | Concrete |
| 21441 | Asphalt CK#14284 | 10/1/1984 | 15200-00 | Driveway Repairs |
| 296347 | 4 Cargo Heaters Ck#2512 | 10/1/1984 | 15400-00 | Small Equipment (10Y) |
| 296346 | 5 Mechanical Dock Boards | 10/23/1984 | 15400-00 | Small Equipment (10Y) |
| 285214 | 4 Suspended Basket Systems | 11/20/1984 | 15600-00 | Ghse Equip-Small 10 |
| 296349 | Auto Media Filter 30' Tank | 11/20/1984 | 15400-00 | Small Equipment (10Y) |
| 21442 | Parts Shadin System | 12/4/1984 | 15200-00 | Ghse- Energy Curtains |
| 296352 | Generator Casing | 12/4/1984 | 15400-00 | Generator |
| 296353 | Conveyor Rollers Ck#14418 | 12/19/1984 | 15400-00 | Small Equipment (10Y) |
| 179001 | DC Builders #14115 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179002 | Universal Cont Blacktop #2160 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179003 | DC Builders | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179004 | Ck2250 2371 2331 14273 2290 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179005 | DC Building Systems Ck#14380 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179007 | DC Build Systems Ck#14381 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179008 | DC Build Systems Ck 2738 | 1/1/1985 | 15300-00 | Building & Structure (30Y) |
| 179009 | Vanloo Door Sales Ck14400 | 1/1/1985 | 15300-00 | Doors |
| 21443 | Tri-Town Electric CK 14460 | 1/8/1985 | 15200-00 | Greenhouses & Systems |
| 227307 | Landscaping CK#2965 | 1/29/1985 | 15010-00 | Land Improvements |
| 179010 | Thompson Construct. Ck#14528 | 1/30/1985 | 15300-00 | Building & Structure (30Y) |
| 299011 | Lighting PI Systems C#14550 | 2/13/1985 | 15400-00 | Growing |
| 299017 | Add'l Const. Universal Cont. | 2/13/1985 | 15400-00 | Small Equipment (10Y) |
| 296355 | Potting Machines CK#291600 | 2/19/1985 | 15400-00 | Small Equipment (10Y) |
| 179016 | Add'l Const. Thompson Construc | 4/10/1985 | 15300-00 | Building & Structure (30Y) |
| 296362 | Fertilizer Mixer | 5/7/1985 | 15400-00 | Small Equipment (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|-----------|----------|---|
| 227311 | Parking Lot | 5/21/1985 | 15010-00 | Land Improvements 30 |
| 296365 | Potting Machine CK# 14815 | 7/9/1985 | 15400-00 | Small Equipment (10Y) |
| 296368 | Containers CK#14872 | 7/12/1985 | 15400-00 | Small Equipment (10Y) |
| 227312 | South Parking Lot | 7/18/1985 | 15010-00 | Land Improvements 30 |
| 296363 | Watering Systems - Wetterings | 7/23/1985 | 15400-00 | Ghse Equip-Small 10 |
| 285217 | Int'l 284 D Tract w/60" Mower | 7/30/1985 | 15600-00 | Small Equipment (10Y) |
| 179019 | Loading Dock & Other Imp 14884 | 8/8/1985 | 15300-00 | Small Equipment (10Y) |
| 296371 | Trash Compactor CK#3898 | 8/27/1985 | 15400-00 | Small Equipment (10Y) |
| 243217 | Fireproof Fire Cabinet Ck14949 | 9/14/1985 | 15700-00 | Office Equipment |
| 179020 | Doors (Ck 4045) | 9/24/1985 | 15300-00 | Doors |
| 296376 | Table System | 1/2/1986 | 15400-00 | Ghse Equip-Large 15 |
| 21447 | Bricklay @ Fertilizer | 1/31/1986 | 15200-00 | Growing |
| 299023 | Joseph T. Ryerson & Sons | 3/4/1986 | 15400-00 | Ghse Equip-Large 15 |
| 296380 | Shade Cloths | 3/11/1986 | 15400-00 | Ghse- Energy Curtains 10 |
| 299021 | C&C Electric | 3/15/1986 | 15400-00 | Misc Bldg Impv 15 |
| 243218 | File Cabinet - Ck#15254 | 3/17/1986 | 15700-00 | Office Equipment |
| 179024 | Thompson Construction | 3/18/1986 | 15300-00 | Misc Bldg Impv 15 |
| 296379 | Conveyors | 3/25/1986 | 15400-00 | Ghse Equip-Small 10 |
| 299022 | P.L. Light System | 3/25/1986 | 15400-00 | Ghse Equip-Small 10 |
| 179026 | Gro-Lights | 4/8/1986 | 15300-00 | Growing |
| 179027 | Tile - Szotts | 4/8/1986 | 15300-00 | Misc Bldg Impv 15 |
| 296387 | Expansion Tank | 4/8/1986 | 15400-00 | Greenhouse & Systems |
| 21451 | Shading Cloth Replacement | 4/11/1986 | 15200-00 | Ghse- Energy Curtains |
| 179028 | Labor & Mat.-Thompson Construc | 4/18/1986 | 15300-00 | Misc Bldg Impv 15 |
| 227316 | Trees and Schrubs | 4/22/1986 | 15010-00 | Land Improvements |
| 296386 | 3 - Gas Pumps | 4/22/1986 | 15400-00 | Pumps (5Y) |
| 179029 | Thompson Constr. ch#15323 | 4/24/1986 | 15300-00 | Misc Bldg Impv 15 |
| 179030 | Labor & Materials-C&C Electric | 5/6/1986 | 15300-00 | Misc Bldg Impv 15 |
| 179031 | Carpet - Szotts | 5/6/1986 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 21452 | Concrete Floor | 5/6/1986 | 15200-00 | Concrete |
| 21453 | Shade Cloth Repair | 5/17/1986 | 15200-00 | Ghse- Energy Curtains |
| 179032 | Flooring - Szotts | 5/20/1986 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 243222 | Booths for Cafeteria | 5/20/1986 | 15700-00 | Office Equipment |
| 296391 | Pressure Washer | 6/2/1986 | 15400-00 | Other Equip-Small |
| 179033 | Thompson Construction | 6/5/1986 | 15300-00 | Misc Bldg Impv 15 |
| 179034 | Asphalt - Universal Cont. | 7/1/1986 | 15300-00 | Driveway Repairs |
| 21454 | Addition to Greenhouse | 7/1/1986 | 15200-00 | Greenhouses |
| 296392 | Compressor | 7/1/1986 | 15400-00 | Small Equipment (10Y) |
| 243223 | Cabinets for Cafeteria | 8/26/1986 | 15700-00 | Office Equipment |
| 296393 | Fertilizer Injector-Dosatron | 8/26/1986 | 15400-00 | Pumps (5Y) |
| 296395 | Potting Machine - Bouldin&Laws | 9/4/1986 | 15400-00 | Small Equipment (10Y) |
| 296394 | 3 Battery Chargers | 9/9/1986 | 15400-00 | Small Equipment (10Y) |
| 296397 | Roller Conveyors - VW Plastic | 9/9/1986 | 15400-00 | Ghse Equip-Large 15 |
| 21457 | Greenhouse Addit.-Thompson | 9/15/1986 | 15200-00 | Greenhouses & Systems |
| 21456 | Greenhouse Addit.-Mertel | 9/23/1986 | 15200-00 | Greenhouses & Systems |
| 296396 | Table System - VW Plastic | 9/23/1986 | 15400-00 | Growing |
| 21458 | Greenhouse Addit.-Thompson C | 10/3/1986 | 15200-00 | Greenhouses & Systems |
| 21460 | Sshading Cloth Repair-Zethof | 10/7/1986 | 15200-00 | Greenhouses & Systems |
| 296389 | Echos Equipment in Grnhse. | 10/7/1986 | 15400-00 | Ghse Systems-Primary 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|--------------------------------|
| 21461 | Greenhouse Addn. - Mertel Grav | 11/4/1986 | 15200-00 | Land Improvements |
| 21462 | Electrical,Heating & A/Dond | 12/15/1986 | 15200-00 | Building Improvements |
| 243225 | Steel Cabinet | 12/16/1986 | 15700-00 | Office Equipment |
| 162222 | New Furnace | 1/27/1987 | 15300-00 | HVAC |
| 296398 | Seeder | 1/27/1987 | 15400-00 | Small Equipment (10Y) |
| 162221 | Remodeling | 1/28/1987 | 15300-00 | Misc Bldg Impv 15 |
| 162224 | Remodeling (Offices) Wagners | 3/10/1987 | 15300-00 | Misc Bldg Impv 15 |
| 296402 | 1/3 Taper - RV Evans | 3/13/1987 | 15400-00 | Other Equip-Small |
| 162223 | Furn/Air-Cond.-Kettman | 3/20/1987 | 15300-00 | HVAC |
| 296404 | Tables - VW Plastic | 3/27/1987 | 15400-00 | Growing |
| 179035 | Bldg. Materials - Wickes | 3/30/1987 | 15300-00 | Building & Structure (30Y) |
| 296407 | 1/3 Taper-Final Pay Asset#6402 | 4/13/1987 | 15400-00 | Greenhouses & Systems |
| 296409 | Galv. Steel Links-For BLdg TBL | 7/1/1987 | 15400-00 | Ghse Equip-Large 15 |
| 179037 | Finishing Work - Thompson Cons | 7/28/1987 | 15300-00 | Building & Structure (30Y) |
| 296408 | 900 Aluminum Tables | 7/31/1987 | 15400-00 | Ghse Equip-Large 15 |
| 189505 | Labor-Lay Block (K-Becker Magr | 8/3/1987 | 15300-00 | Building & Structure (30Y) |
| 189504 | Concrete Blocks-VW Enterpr. | 8/5/1987 | 15300-00 | Concrete |
| 189503 | Castner Steel Buildings | 8/7/1987 | 15300-00 | Building & Structure (30Y) |
| 296416 | VW Plastic | 8/7/1987 | 15400-00 | Ghse- Plastic Film Covering 05 |
| 296412 | 900 Aluminum Tables | 8/13/1987 | 15400-00 | Ghse Equip-Large 15 |
| 189506 | Concrete Products | 8/18/1987 | 15300-00 | Concrete |
| 189502 | Castner Steel Buildings | 8/24/1987 | 15300-00 | Building & Structure (30Y) |
| 189507 | Castner Steel Buildings | 9/21/1987 | 15300-00 | Building & Structure (30Y) |
| 296415 | Cooler (Kettman) | 9/21/1987 | 15400-00 | Ghse Equip-Large 15 |
| 299025 | 3 Cargo Heaters | 10/12/1987 | 15400-00 | Small Equipment (10Y) |
| 299024 | Table System Equipment | 10/26/1987 | 15400-00 | Growing |
| 299026 | Roller Tables (New Greenhouse) | 11/10/1987 | 15400-00 | Ghse Equip-Large 15 |
| 299027 | Cooler (VW., Inc.) | 11/13/1987 | 15400-00 | Ghse Equip-Large 15 |
| 189509 | Castner Steel Builders | 12/1/1987 | 15300-00 | Building & Structure (30Y) |
| 189510 | Castner Steel Builders | 12/1/1987 | 15300-00 | Building & Structure (30Y) |
| 299031 | Controls & Switches-Echoes sys | 12/7/1987 | 15400-00 | Ghse Equip-Small 10 |
| 189512 | Thompson (OVH door & docks) | 12/11/1987 | 15300-00 | Heavy Equipment (15Y) |
| 299030 | Cooler Floor (Thompson Const) | 12/11/1987 | 15400-00 | Ghse Equip-Large 15 |
| 189508 | Castner Steel Builders | 12/28/1987 | 15300-00 | Building & Structure (30Y) |
| 189511 | Castner (Overh dr frame; insul | 12/28/1987 | 15300-00 | Building & Structure (30Y) |
| 299028 | Materials for Tables | 12/31/1987 | 15400-00 | Ghse Equip-Large 15 |
| 189513 | V.W. Plastic (3/4" Blue pipe) | 1/11/1988 | 15300-00 | Building & Structure (30Y) |
| 189514 | Zellmer - 1358 tons sand | 1/11/1988 | 15300-00 | Building & Structure (30Y) |
| 299033 | Self-Leveling Base | 1/25/1988 | 15400-00 | Small Equipment (10Y) |
| 299036 | Equip.-East Coast Designs I | 2/1/1988 | 15400-00 | Small Equipment (10Y) |
| 189515 | Thompson Construction | 2/8/1988 | 15300-00 | Building & Structure (30Y) |
| 189516 | Castner Steel Bldrs. | 2/8/1988 | 15300-00 | Building & Structure (30Y) |
| 299038 | Pipe - Magnum Pipe Co. | 2/22/1988 | 15400-00 | Ghse Equip-Large 15 |
| 299034 | Bouldin & Lawson (Convey,Mtrs) | 2/29/1988 | 15400-00 | Ghse Equip-Large 15 |
| 299035 | Oil Heater - Grainger | 2/29/1988 | 15400-00 | Small Equipment (10Y) |
| 299037 | Pipe for Movable Tables | 2/29/1988 | 15400-00 | Ghse Equip-Large 15 |
| 299040 | 10 Hot Water Unit Heaters | 3/7/1988 | 15400-00 | Other Equip-Small |
| 299041 | Boom Watering System (East Coa | 3/10/1988 | 15400-00 | Booms |
| 61005 | Ossola | 3/10/1988 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|--------|--------------------------------|------------|----------|----------------------------|--|
| 61107 | Concrete Products | 3/10/1988 | 15200-00 | Concrete | |
| 61109 | Ossola | 3/10/1988 | 15200-00 | Greenhouses 30 | |
| 189517 | Castner Steel Bldrs. | 3/14/1988 | 15300-00 | Other Buildings 30 | |
| 299048 | Shipping System | 4/13/1988 | 15400-00 | Heavy Equipment (15Y) | |
| 299049 | Cooler - Tri-Town Electric | 4/13/1988 | 15400-00 | Ghse Equip-Large 15 | |
| 299050 | Cooler - Kettman | 4/15/1988 | 15400-00 | Ghse Equip-Small 10 | |
| 299051 | Cooler - Tri-Town Electric | 4/15/1988 | 15400-00 | Ghse Equip-Small 10 | |
| 258118 | Priva Universal Comp.(Rec clim | 4/25/1988 | 15700-00 | Computer Hardware | |
| 299052 | Labor on Ship. Syst Fr grnhs | 4/29/1988 | 15400-00 | Greenhouses & Systems | |
| 299053 | Fuel Tank | 4/30/1988 | 15400-00 | Small Equipment (10Y) | |
| 299056 | Refrigered Air Dryer | 5/23/1988 | 15400-00 | Small Equipment (10Y) | |
| 299057 | 24 Fans for new greenhouse | 5/23/1988 | 15400-00 | Ghse Equip-Small | |
| 299058 | Concrete for outside tbl syst. | 5/23/1988 | 15400-00 | Concrete | |
| 299059 | Elect. Tbls for Gls grnh | 5/31/1988 | 15400-00 | Ghse Equip-Large 15 | |
| 299060 | 11,600 Gal. Tank | 5/31/1988 | 15400-00 | Small Equipment (10Y) | |
| 299062 | 10 - 1/4 HP Motors for Echos | 6/2/1988 | 15400-00 | Greenhouses & Systems | |
| 285227 | Albrecht Well Dril.(tankset) | 6/13/1988 | 15600-00 | Greenhouse & Systems | |
| 299063 | Spray Car | 6/13/1988 | 15400-00 | Ghse Equip-Small 10 | |
| 189521 | Thompson Construction | 6/21/1988 | 15300-00 | Other Buildings 30 | |
| 299064 | Table System - Addtl. | 7/25/1988 | 15400-00 | Ghse Equip-Large 15 | |
| 299065 | Cooler - Electrical work | 8/1/1988 | 15400-00 | Small Equipment (10Y) | |
| 299066 | 8-Roller Convey.sec.& stl gtrs | 8/1/1988 | 15400-00 | Ghse Equip-Large 15 | |
| 299067 | Steelposts | 8/10/1988 | 15400-00 | Greenhouses | |
| 299068 | Galv. Steel Pipe (TBL Syst) | 8/16/1988 | 15400-00 | Greenhouses | |
| 299069 | 1,000 Aluminum tables | 9/6/1988 | 15400-00 | Growing | |
| 299070 | 5,000 Liter Expansion Tank | 9/6/1988 | 15400-00 | Small Equipment (10Y) | |
| 299071 | 2 Boilers w/blending pumps | 9/6/1988 | 15400-00 | Ghse Systems-Secnd 15 | |
| 299072 | 46 echos syst. & 8 booms-part. | 9/14/1988 | 15400-00 | Booms | |
| 21466 | New Heating System - Greenhse. | 9/19/1988 | 15200-00 | Greenhouses & Systems | |
| 258119 | Priva - hook-up new greenhs | 9/19/1988 | 15700-00 | Computer Hardware | |
| 299074 | Frt for hauling sand-boiler rm | 10/3/1988 | 15400-00 | Heavy Equipment (15 Years) | |
| 299077 | Pipe for table system | 10/18/1988 | 15400-00 | Growing | |
| 227318 | Pipes for culvert - new pond | 10/24/1988 | 15010-00 | Land Improvements 30 | |
| 258120 | Priva wiring | 10/24/1988 | 15700-00 | Computer Hardware | |
| 299073 | Boiler Room | 10/24/1988 | 15400-00 | Heavy Equipment (15 Years) | |
| 299075 | Concrete for boiler room | 10/24/1988 | 15400-00 | Concrete | |
| 299076 | Conveyer (incl. install) | 10/24/1988 | 15400-00 | Small Equipment (10Y) | |
| 21465 | Heating Syst. Labor-C House | 10/31/1988 | 15200-00 | Greenhouses & Systems | |
| 299078 | Gravel for boiler room | 11/7/1988 | 15400-00 | Misc Bldg Impv 15 | |
| 21468 | Welding for Heating System | 11/14/1988 | 15200-00 | Greenhouses & Systems | |
| 299079 | 12'x14' door for boiler room | 11/14/1988 | 15400-00 | Doors | |
| 299083 | Bouch Concrete Breaker | 11/14/1988 | 15400-00 | Small Equipment (10Y) | |
| 299080 | Boiler room construction | 11/18/1988 | 15400-00 | Misc Bldg Impv 15 | |
| 258121 | Wiring for Priva | 11/28/1988 | 15700-00 | Computer Hardware | |
| 21467 | Heating System C-House | 11/29/1988 | 15200-00 | Greenhouses & Systems | |
| 21472 | Heating Syst. Labor - C-House | 12/1/1988 | 15200-00 | Greenhouses & Systems | |
| 21473 | Heating Syst. - C-House | 12/1/1988 | 15200-00 | Greenhouses & Systems | |
| 21474 | Heating Syst. Labor - C-House | 12/1/1988 | 15200-00 | Greenhouses & Systems | |
| 299093 | Boiler Stacks | 12/1/1988 | 15400-00 | Heavy Equipment (15 Years) | |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|---|
| 299084 | Labor-Welding Tables-C House | 12/5/1988 | 15400-00 | Growing |
| 299088 | Boiler Rm.-Cont. Construct. | 12/6/1988 | 15400-00 | Heavy Equipment (15 Years) |
| 21469 | Heating Syst. Parts - C-House | 12/12/1988 | 15200-00 | Greenhouses & Systems |
| 21470 | Heating Syst. Labor - C-House | 12/12/1988 | 15200-00 | Greenhouses & Systems |
| 227319 | Labor on New Pond | 12/12/1988 | 15010-00 | Land Improvements 30 |
| 299085 | Case Sealer | 12/12/1988 | 15400-00 | Small Equipment (10Y) |
| 21471 | Pipe Covering - Heating Syst. | 12/20/1988 | 15200-00 | Greenhouses & Systems |
| 299086 | Boiler Rm-Sm Stacks-Steel&Lab | 12/27/1988 | 15400-00 | Ghse Systems-Secnd 15 |
| 299087 | Hook-up new boilers | 12/27/1988 | 15400-00 | Heavy Equipment (15 Years) |
| 299090 | Generator | 1/3/1989 | 15400-00 | Generator |
| 299089 | Bale Mover | 1/9/1989 | 15400-00 | Ghse Equip-Small 10 |
| 299094 | Printer Head-Pkgg Machine | 1/9/1989 | 15400-00 | Computer Hardware |
| 227320 | New Pond - Equip. Rental | 1/16/1989 | 15010-00 | Land Improvements 30 |
| 299091 | 480 Pcs. Welding Stl - Tables | 1/16/1989 | 15400-00 | Growing |
| 299092 | Labor for Welding Tables | 1/16/1989 | 15400-00 | Ghse Equip-Large 15 |
| 227321 | New Pond - Pipe & Labor | 1/23/1989 | 15010-00 | Land Improvements 30 |
| 299095 | 20 1/2' Tubing for Tables | 1/30/1989 | 15400-00 | Growing |
| 299096 | 2 Plub Dislodgers | 2/8/1989 | 15400-00 | Greenhouses & Systems |
| 299097 | Wiring for Boiler Room | 3/6/1989 | 15400-00 | Heavy Equipment (15 Years) |
| 299099 | Bal - Watering Syst./Echo Sys | 3/7/1989 | 15400-00 | Ghse Systems-Secnd 15 |
| 299101 | VW Plastic | 4/3/1989 | 15400-00 | Ghse- Plastic Film Covering |
| 258124 | Priva comp. wiring | 5/22/1989 | 15700-00 | Computer Hardware |
| 243244 | TV/VCR Combination | 7/18/1989 | 15700-00 | Office Equipment |
| 299107 | 3 H.P. Aerator | 7/31/1989 | 15400-00 | Greenhouses & Systems |
| 299109 | 10 H.P. Motor (Rejacket) | 8/7/1989 | 15400-00 | Other Equip-Small |
| 299108 | 24 Fans for Greenhouse | 8/24/1989 | 15400-00 | Ghse Equip-Small |
| 299110 | Roller Conveyor w/Air Cylinder | 9/5/1989 | 15400-00 | Ghse Equip-Large 15 |
| 21476 | Wiring for Priva | 9/25/1989 | 15200-00 | Greenhouses & Systems |
| 299106 | Reverse Osmosis System | 9/25/1989 | 15400-00 | Ghse Equip-Large 15 |
| 299111 | Ultraviolet Light (Water) | 9/25/1989 | 15400-00 | Small Equipment (10Y) |
| 299116 | Labeling Machine (MPI Label Sy | 10/2/1989 | 15400-00 | Ghse Equip-Large 15 |
| 227323 | Retention Wall for New Pond | 10/16/1989 | 15010-00 | Land Improvements 30 |
| 299115 | Packaging Machine (Mdl RM32A) | 10/16/1989 | 15400-00 | Small Equipment (10Y) |
| 299117 | Chemical Sprayer (Embar) | 10/26/1989 | 15400-00 | Growing |
| 299119 | Labeling System (Zebra 130) | 11/6/1989 | 15400-00 | Small Equipment (10Y) |
| 299121 | Addition to Potting Machine | 11/20/1989 | 15400-00 | Ghse Equip-Small 10 |
| 299118 | Flat & Pot Filling System | 11/27/1989 | 15400-00 | Ghse Equip-Large 15 |
| 21478 | C-House Fire Replacement | 12/1/1989 | 15200-00 | Greenhouses & Systems |
| 21479 | C-House Fire Repl.-Echos, Tabs | 12/1/1989 | 15200-00 | Growing |
| 299122 | Table System | 1/15/1990 | 15400-00 | Growing |
| 299123 | Dock Board (for easier loading | 2/19/1990 | 15400-00 | Small Equipment (10Y) |
| 299124 | Employee Lockers (for Maint.Dp | 2/26/1990 | 15400-00 | Small Equipment (10Y) |
| 299126 | Wheels for New Table System | 2/26/1990 | 15400-00 | Growing |
| 162226 | Air Conditioning (New Offices) | 2/27/1990 | 15300-00 | HVAC |
| 299127 | Paging System | 2/27/1990 | 15400-00 | Small Equipment (10Y) |
| 162227 | Office Construction | 3/5/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162230 | Office Construction | 3/7/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162228 | Office Construction | 3/20/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162231 | Carpet for Nick's Office | 3/20/1990 | 15300-00 | Building & Sturcture Improvement (15 Years) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|-----------------------------------|-----------|----------|---|
| 162229 | Office Construction | 3/26/1990 | 15300-00 | Misc Bldg Impv 15 |
| 299128 | Addition to Label System | 3/29/1990 | 15400-00 | Small Equipment (10Y) |
| 21504 | Fire Repair - Computer | 3/31/1990 | 15200-00 | Computer Hardware |
| 162234 | New Office Constr | 4/5/1990 | 15300-00 | Misc Bldg Impv 15 |
| 299130 | Pipe for New Tables (Go-around | 4/9/1990 | 15400-00 | Growing |
| 162233 | New Offices | 4/23/1990 | 15300-00 | Misc Bldg Impv 15 |
| 21501 | Fire Repair - Electrical | 4/23/1990 | 15200-00 | Building Improvements |
| 299132 | 100 Roller Stop Sets for R.Bon | 4/24/1990 | 15400-00 | Small Equipment (10Y) |
| 299133 | R & D Metro Planter | 4/26/1990 | 15400-00 | Small Equipment (10Y) |
| 299136 | Concrete Forms | 5/3/1990 | 15400-00 | Concrete |
| 162236 | Carpeting & Tile - New Offices | 5/8/1990 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 21502 | Fire Repair - Electrical | 5/14/1990 | 15200-00 | Building Improvements |
| 162235 | New Office Construct. | 5/29/1990 | 15300-00 | Misc Bldg Impv 15 |
| 274376 | 1982 White Dump Truck | 6/2/1990 | 15500-00 | Automobiles (5 Years) |
| 21503 | Fire Repair - Electrical | 6/18/1990 | 15200-00 | Building Improvements |
| 299137 | Precision Drum Seeder (Mdl 180 | 6/25/1990 | 15400-00 | Ghse Equip-Large 15 |
| 299138 | 4 Mohawk Boilers | 6/25/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 299140 | 12 Pumps for New Boilers | 6/25/1990 | 15400-00 | Pumps (5Y) |
| 162237 | NEW OFFICE CONSTRUCTION | 7/9/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162238 | Brick Front of Office Building | 7/9/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162239 | Concrete Front - Office | 7/9/1990 | 15300-00 | Misc Bldg Impv 15 |
| 299141 | UPDATING SEEDER | 7/9/1990 | 15400-00 | Small Equipment (10Y) |
| 299142 | NEW BOILER HOOK UP,PARTS,LABOR | 7/9/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 162240 | Concrete - Labor Front Office | 7/16/1990 | 15300-00 | Concrete |
| 299143 | STACKS FOR BOILERS 1/3 PAY | 7/20/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 162241 | Tiling for Bathrooms in Barn | 7/23/1990 | 15300-00 | Misc Bldg Impv 15 |
| 21505 | Fire Replacement | 7/23/1990 | 15200-00 | Building Improvements |
| 299144 | CHAMBERS FOR NEW TABLES B HOUS | 7/23/1990 | 15400-00 | Growing |
| 243254 | FILING CABINETS FOR DAWN'S OFF | 7/30/1990 | 15700-00 | Office Equipment |
| 162242 | Office Construction | 8/6/1990 | 15300-00 | Misc Bldg Impv 15 |
| 299146 | CONCRETE WORK FOR E. BOILER RM | 8/16/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 299147 | LABOR & MATLS BOILER HOOK UP | 8/16/1990 | 15400-00 | Ghse Systems-Secnd 15 |
| 299148 | PARTS FOR PARTITIONS | 8/16/1990 | 15400-00 | Small Equipment (10Y) |
| 299149 | ELECTRICAL WORK - BOILER HOOK | 8/16/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 299150 | ACME FAN FOR GREENHOUSE | 8/16/1990 | 15400-00 | Ghse Equip-Small 10 |
| 162243 | LABOR FOR BRICKING BUILDING | 8/20/1990 | 15300-00 | Misc Bldg Impv 15 |
| 21506 | Fire Replacement | 8/20/1990 | 15200-00 | Driveway Repairs |
| 299145 | NEW TABLE FOR B-HOUSE | 8/20/1990 | 15400-00 | Ghse Equip-Large 15 |
| 21507 | 18 x 10 Door | 9/1/1990 | 15200-00 | Doors |
| 162244 | OFFICE CONSTRUCTION | 9/4/1990 | 15300-00 | Misc Bldg Impv 15 |
| 162246 | CONCRETE & LABOR FOR FRONT | 9/4/1990 | 15300-00 | Concrete |
| 299152 | SPRAYER - HOTSYS | 9/10/1990 | 15400-00 | Growing |

| | | | | |
|--------|--------------------------------|------------|----------|---|
| 299156 | EAST BOILER ROOM CONSTRUCTION | 9/13/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 162245 | BATHROOM FIXTURES FOR W/HI | 9/17/1990 | 15300-00 | Misc Bldg Impv 15 |
| 227325 | TREES | 9/17/1990 | 15010-00 | Land Improvements |
| 299157 | Labor on Boiler Room Hookup | 9/17/1990 | 15400-00 | Heavy Equipment (15Y) |
| 243255 | REFRIGERATOR FOR OFFICE | 9/21/1990 | 15700-00 | Office Equipment |
| 243256 | REFRIGERATOR FOR SEED ROOM | 9/21/1990 | 15700-00 | Office Equipment |
| 227326 | GAS LINES TO NEW BOILERS | 9/24/1990 | 15010-00 | Heavy Equipment (15 Years) |
| 299154 | LABOR ON HEATING SYSTEM | 9/24/1990 | 15400-00 | Small Equipment (10Y) |
| 299155 | EXPANSION TANK ASSEMBLY | 9/24/1990 | 15400-00 | Small Equipment (10Y) |
| 162247 | FRONT DOOR (KURTZ GLASS CO.) | 10/1/1990 | 15300-00 | Doors |
| 299159 | HEAT/PIPE ASSEMBLY | 10/9/1990 | 15400-00 | Small Equipment (10Y) |
| 299163 | 150 CAMS FOR TABLES | 10/9/1990 | 15400-00 | Growing |
| 299164 | 400 CAMS FOR TABLES | 10/9/1990 | 15400-00 | Growing |
| 299165 | HEATING SYSTEM-PARTS & MATL | 10/9/1990 | 15400-00 | Ghse Equip-Large 15 |
| 299166 | TRI-FLOW VALVES HEATING SYSTEM | 10/9/1990 | 15400-00 | Small Equipment (10Y) |
| 299160 | UPDATING BOOM WATERING SYSTEM | 10/16/1990 | 15400-00 | Booms |
| 299161 | GLASS COOLING PAD COVER | 10/16/1990 | 15400-00 | Small Equipment (10Y) |
| 299158 | LABOR HEATING SYSTEM | 10/22/1990 | 15400-00 | Ghse Equip-Large 15 |
| 299162 | INSTALL. ROLL-UP CURTAINS | 10/22/1990 | 15400-00 | Ghse- Energy Curtains |
| 299167 | INSULATION FOR HEATING SYSTEM | 10/22/1990 | 15400-00 | Ghse Equip-Large 15 |
| 299168 | 20 WATER TEMPERATURE SENSORS | 10/22/1990 | 15400-00 | Small Equipment (10Y) |
| 162248 | HEATING FOR ATRIUM (KETTERMAN) | 10/29/1990 | 15300-00 | HVAC |
| 162249 | CARPETING | 10/29/1990 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 227327 | BUSHES | 10/29/1990 | 15010-00 | Land Improvements |
| 299170 | NEW BOOMS-PARTS & LABOR | 11/5/1990 | 15400-00 | Ghse Systems-Secnd 15 |
| 299172 | HEATING ZONE CONTROL PANELS | 11/12/1990 | 15400-00 | Ghse Equip-Large 15 |
| 299173 | HEATING CREW LABOR | 11/12/1990 | 15400-00 | HVAC |
| 299175 | MATERIALS TO COVER CORRIDOR | 11/12/1990 | 15400-00 | Ghse Equip-Large 15 |
| 189523 | 8 X 10 DOOR | 11/19/1990 | 15300-00 | Doors |
| 299169 | 12 X 14 DOOR EAST BOILER ROOM | 11/19/1990 | 15400-00 | Doors |
| 299171 | INSTALLATION COST ON MPI LABEL | 11/26/1990 | 15400-00 | Small Equipment (10Y) |
| 162250 | MISC. CONSTRUCTION FINISHING | 12/3/1990 | 15300-00 | Misc Bldg Impv 15 |
| 299176 | PARTS TO INSULATE BOILER | 12/28/1990 | 15400-00 | Heavy Equipment (15 Years) |
| 299177 | PEAT MOSS HOPPER/MIXER W/AGITA | 1/21/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299179 | ROLL CURTAINS-SECT C1 & C2 | 1/28/1991 | 15400-00 | Ghse- Energy Curtains |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------|
| 299180 | PLASTIC SIDEWALKS-C4 & BE A&B | 1/28/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299181 | 2 PLUG DISLODGERS | 2/11/1991 | 15400-00 | Small Equipment (10Y) |
| 162251 | V.W.E. - WAGNERS FINISHING OFF | 2/14/1991 | 15300-00 | Misc Bldg Impv 15 |
| 299182 | CONVEYOR UNIT W/HOPPER & SLIDE | 2/18/1991 | 15400-00 | Ghse Equip-Small 10 |
| 299183 | ROBOT | 2/18/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299185 | 3 USED DOCK PLATES | 2/20/1991 | 15400-00 | Small Equipment (10Y) |
| 162252 | USED STEEL BEAMS PALLET RACKS | 2/25/1991 | 15300-00 | Small Equipment (10Y) |
| 162253 | Finishing Work-Office | 3/4/1991 | 15300-00 | Misc Bldg Impv 15 |
| 299191 | Addition to Seeder | 3/11/1991 | 15400-00 | Small Equipment (10Y) |
| 189524 | Tiling for Bathrooms in Barn | 3/25/1991 | 15300-00 | Misc Bldg Impv 15 |
| 299189 | Shipping Belts | 3/27/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299190 | 503 PC Galv Tub to Hang Bskts | 3/27/1991 | 15400-00 | Ghse Equip-Small 10 |
| 299195 | Supports for Steam Pipes | 5/2/1991 | 15400-00 | Small Equipment (10Y) |
| 299194 | Pipe for East Bailer Room | 5/20/1991 | 15400-00 | Ghse Equip-Large 15 |
| 227329 | South Parking Lot | 5/30/1991 | 15010-00 | Land Improvements 30 |
| 227330 | Trees | 6/10/1991 | 15010-00 | Land Improvements |
| 299197 | Sissor Lift | 6/13/1991 | 15400-00 | Lifts |
| 299198 | Roller Racks | 6/14/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299199 | Rebuilt Engine Welder | 7/15/1991 | 15400-00 | Small Equipment (10Y) |
| 299200 | Screeed for Concrete Work | 7/18/1991 | 15400-00 | Concrete/Gravel |
| 41303 | Construction | 7/31/1991 | 15200-00 | Greenhouses 30 |
| 41304 | Construction | 8/31/1991 | 15200-00 | Greenhouses 30 |
| 299206 | 8 Dock Levelers | 9/10/1991 | 15400-00 | Other Equip-Small 07 |
| 299202 | Turbo-Star Fogger | 9/16/1991 | 15400-00 | Ghse Equip-Small 10 |
| 299203 | 3 Twin Star Foggers | 9/30/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299204 | 2 Turbo-Star Foggers | 9/30/1991 | 15400-00 | Ghse Equip-Small 10 |
| 299205 | Recondition Javo Potting Mach | 9/30/1991 | 15400-00 | Greenhouse Equipment |
| 41305 | Construction | 9/30/1991 | 15200-00 | Greenhouses 30 |
| 41306 | Construction | 10/31/1991 | 15200-00 | Greenhouses 30 |
| 299222 | Smoke Stacks - East Boiler Rm | 11/4/1991 | 15400-00 | Heavy Equipment (15 Years) |
| 227332 | South Parking Lot | 11/11/1991 | 15010-00 | Land Improvements 30 |
| 299216 | Turbo Fogger | 11/11/1991 | 15400-00 | Ghse Equip-Small 10 |
| 227333 | Trees | 11/18/1991 | 15010-00 | Land Improvements |
| 299217 | Drum for Seeder | 11/18/1991 | 15400-00 | Small Equipment (10Y) |
| 299218 | Pallet Racks | 11/25/1991 | 15400-00 | Other Equip-Small 07 |
| 41307 | Construction | 11/30/1991 | 15200-00 | Greenhouses 30 |
| 299223 | Lights for D House | 12/9/1991 | 15400-00 | Ghse Systems-Secnd 15 |
| 179039 | Loading Dock Structure | 12/12/1991 | 15300-00 | Other Buildings 30 |
| 179040 | Loading Dock - Concrete | 12/12/1991 | 15300-00 | Concrete |
| 299193 | Table System for D-House | 12/12/1991 | 15400-00 | Growing |
| 299196 | Stands Table System D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299201 | Prive for New D-House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299208 | Shading in D-House | 12/12/1991 | 15400-00 | Ghse- Energy Curtains 10 |
| 299211 | Gro Lights - D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299212 | Table System - D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |

| | | | | |
|--------|--------------------------------|------------|----------|---|
| 299213 | Gro-Lights - D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299214 | Steam Pipe Heating System (D) | 12/12/1991 | 15400-00 | Ghse Systems-Secnd 15 |
| 299215 | Heating System - D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299220 | Priva Interface | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 299224 | Heating System - D House | 12/12/1991 | 15400-00 | Ghse Equip-Large 15 |
| 41301 | Davis Concrete Const. | 12/12/1991 | 15200-00 | Concrete |
| 41302 | Davis Concrete Construction | 12/12/1991 | 15200-00 | Concrete |
| 41308 | Construction | 12/12/1991 | 15200-00 | Greenhouses 30 |
| 299225 | Bar Guides for Table Sytem | 12/18/1991 | 15400-00 | Growing |
| 299226 | Priva Hook-up D House | 12/23/1991 | 15400-00 | Ghse Systems-Secnd 15 |
| 299227 | Heating System D House | 1/13/1992 | 15400-00 | Ghse Systems-Secnd 15 |
| 41311 | Insulation | 1/13/1992 | 15200-00 | Greenhouses 30 |
| 41309 | Labor for Construction | 1/17/1992 | 15200-00 | Greenhouses 30 |
| 179041 | Concrete for Loading Docks | 1/20/1992 | 15300-00 | Concrete |
| 299228 | Table System - D House | 1/20/1992 | 15400-00 | Growing |
| 299229 | Shading - D House | 1/20/1992 | 15400-00 | Ghse- Energy Curtains 10 |
| 41310 | Wiring | 1/27/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 299233 | Labor for Heating System | 2/17/1992 | 15400-00 | Ghse Systems-Secnd 15 |
| 41313 | Shading Material | 2/17/1992 | 15200-00 | Ghse- Energy Curtains |
| 299232 | Echos System Parts | 2/24/1992 | 15400-00 | Ghse Systems-Secnd 15 |
| 41312 | Wiring to Hook Lights & Pins | 2/24/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 299209 | 23 Echoes - D-House | 2/25/1992 | 15400-00 | Ghse Systems-Secnd 15 |
| 299221 | Echo System - D House | 2/25/1992 | 15400-00 | Ghse Systems-Secnd 15 |
| 299234 | Booms D House | 3/10/1992 | 15400-00 | Booms |
| 41314 | Pipe Insulation | 3/23/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 162255 | Carpeting (Office) | 3/30/1992 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 299207 | Fog System | 3/30/1992 | 15400-00 | Ghse Equip-Large 15 |
| 299235 | Priva Wiring D House | 3/30/1992 | 15400-00 | Ghse Equip-Large 15 |
| 299238 | Conveyor | 3/30/1992 | 15400-00 | Other Equip-Small 07 |
| 299239 | B&L Tagger | 3/30/1992 | 15400-00 | Other Equip-Small 07 |
| 299241 | Caps/Stands Tables D-House | 4/3/1992 | 15400-00 | Growing |
| 299242 | Turbo Star Fogging Equip. | 4/17/1992 | 15400-00 | Ghse Equip-Small 10 |
| 299243 | Twin Star Fogging Equipment | 4/17/1992 | 15400-00 | Ghse Equip-Small 10 |
| 41316 | Wiring | 4/27/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 243261 | Upgrade on Asset #3247 | 5/11/1992 | 15700-00 | Office Equipment |
| 299244 | Cardboard Baler | 5/11/1992 | 15400-00 | Other Equip-Small 07 |
| 299245 | Soil Return/Pot Filling System | 5/18/1992 | 15400-00 | Ghse Equip-Small 10 |
| 41317 | Wiring | 6/16/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 179043 | Remodel Bathroom Shipping Barn | 7/6/1992 | 15300-00 | Misc Bldg Impv 15 |
| 299251 | Stands for Table System | 7/24/1992 | 15400-00 | Growing |
| 299248 | Table System A House | 7/27/1992 | 15400-00 | Growing |
| 299249 | Plant Cutter | 7/27/1992 | 15400-00 | Ghse Equip-Large 15 |
| 299252 | Table System A House Parts | 8/17/1992 | 15400-00 | Growing |
| 299253 | Table System A House | 9/24/1992 | 15400-00 | Ghse Equip-Large 15 |
| 227335 | Landscaping | 10/26/1992 | 15010-00 | Land Improvements |
| 299255 | Drum for Seeder | 11/9/1992 | 15400-00 | Small Equipment (10Y) |
| 299256 | Pushout Controls - D House | 11/9/1992 | 15400-00 | Ghse Equip-Large 15 |
| 299257 | Booms - D House | 11/16/1992 | 15400-00 | Booms |
| 299258 | 36 Fans for D House | 12/30/1992 | 15400-00 | Ghse Equip-Large 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|--------------------------------------|
| 41318 | Light Control Panels | 12/30/1992 | 15200-00 | Ghse Systems-Primary 30 |
| 299279 | Conveyors | 1/13/1993 | 15400-00 | Ghse Equip-Large 15 |
| 299261 | 50 Echoes | 1/29/1993 | 15400-00 | Ghse Systems-Secnd 15 |
| 299262 | Labor for Echoes Install. | 1/29/1993 | 15400-00 | Ghse Systems-Secnd 15 |
| 299266 | Water System (Recond Stor Tnk) | 2/8/1993 | 15400-00 | Other Equip-Small 07 |
| 243263 | Air Condit for VJ's office | 2/22/1993 | 15700-00 | HVAC |
| 299267 | Pipework for Water System | 2/22/1993 | 15400-00 | Ghse Equip-Large 15 |
| 299268 | Installation of Gro-lytes | 2/22/1993 | 15400-00 | Ghse Equip-Small 10 |
| 299269 | Hot Water Boiler f/Water Systm | 2/22/1993 | 15400-00 | Heavy Equipment (15 Years) |
| 299272 | Steel to Install Echoes | 3/15/1993 | 15400-00 | Ghse Systems-Secnd 15 |
| 299270 | Pump of Water System | 3/30/1993 | 15400-00 | Pumps (5Y) |
| 299271 | Tables Stands | 3/31/1993 | 15400-00 | Growing |
| 299274 | Install Echoes | 4/6/1993 | 15400-00 | Ghse Systems-Secnd 15 |
| 299273 | Water Tunnel (Down payment) | 4/20/1993 | 15400-00 | Ghse Equip-Small 10 |
| 299276 | Table System - D House (Inst) | 4/27/1993 | 15400-00 | Growing |
| 299283 | 2 Elect. Cards (Taylor & Dunn) | 5/11/1993 | 15400-00 | Other Equip-Small 07 |
| 227339 | Concrete | 7/9/1993 | 15010-00 | Concrete |
| 227340 | Outside Table Pads | 7/26/1993 | 15010-00 | Concrete |
| 274396 | Trailer | 8/17/1993 | 15500-00 | Trailer (5Y) |
| 274397 | Trailer | 8/17/1993 | 15500-00 | Trailer (5Y) |
| 227341 | Concrete - #3 Barn Exten. | 8/18/1993 | 15010-00 | Concrete |
| 299282 | Table System - F House | 8/20/1993 | 15400-00 | Ghse Equip-Large 15 |
| 189627 | Back Extension - Concrete | 9/1/1993 | 15300-00 | Misc Bldg Impv 15 |
| 189526 | Cheical Storage Enclosure Matl | 9/8/1993 | 15300-00 | Misc Bldg Impv 15 |
| 299284 | Chlorinator | 9/13/1993 | 15400-00 | Ghse Equip-Large 15 |
| 227342 | Concrete Outside Tables | 9/28/1993 | 15010-00 | Concrete |
| 299285 | Brando Trencher | 9/28/1993 | 15400-00 | Other Equip-Small 07 |
| 189628 | Barn Extension | 10/13/1993 | 15300-00 | Other Buildings 30 |
| 299286 | Post Robot | 10/19/1993 | 15400-00 | Ghse Equip-Large 15 |
| 189629 | Construction - Barn Extension | 10/25/1993 | 15300-00 | Other Buildings 30 |
| 41320 | Concrete | 11/10/1993 | 15200-00 | Concrete |
| 299287 | 700 Moving Tables | 11/15/1993 | 15400-00 | Ghse Equip-Large 15 |
| 41321 | Partition Walls | 11/23/1993 | 15200-00 | Ghse Structural Improvement |
| 299288 | Tables | 12/10/1993 | 15400-00 | Growing |
| 299289 | Fuel Tanks | 12/15/1993 | 15400-00 | Small Equipment (10Y) |
| 189630 | Gravel for Concrete | 12/20/1993 | 15300-00 | Concrete |
| 299290 | Sowing Line | 12/20/1993 | 15400-00 | Ghse Equip-Large 15 |
| 189632 | Barn Extension | 1/11/1994 | 15300-00 | Other Buildings 30 |
| 299292 | Table System for E3 & E4 | 1/31/1994 | 15400-00 | Growing |
| 299293 | Truck Box for Seed Storage | 2/17/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299295 | 3 Robots & Tower Table Mover | 2/22/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299296 | Generator #2 | 3/2/1994 | 15400-00 | Generator |
| 299313 | 50 Echos | 3/20/1994 | 15400-00 | Ghse Systems-Secnd 15 |
| 41323 | Glazing | 3/21/1994 | 15200-00 | Ghse Structural Improvement |
| 189633 | Fire Doors | 3/29/1994 | 15300-00 | Doors |
| 299298 | Pipe to hold dripline -Cravo | 4/4/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299297 | Pipe for Echos | 4/5/1994 | 15400-00 | Ghse Systems-Secnd 15 |
| 299299 | 2 Taylor Dunn Carts SC1-59 | 4/13/1994 | 15400-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299305 | Crown Pump | 4/13/1994 | 15400-00 | Pumps (5Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------|
| 299306 | Wathering Pump | 4/19/1994 | 15400-00 | Pumps (5Y) |
| 299300 | 40' Conveyor | 4/26/1994 | 15400-00 | Other Equip-Small 07 |
| 299301 | 2 Agitators | 4/26/1994 | 15400-00 | Production |
| 299302 | Material Hopper | 4/26/1994 | 15400-00 | Ghse Equip-Small 10 |
| 299303 | 1 Agitator | 4/26/1994 | 15400-00 | Small Equipment (10Y) |
| 299304 | Agitator for Peat Shredder | 4/26/1994 | 15400-00 | Ghse Equip-Small 10 |
| 299307 | Seeder Drum - Landmark | 4/26/1994 | 15400-00 | Ghse Equip-Small 10 |
| 189634 | Wiring for Overhead Doors | 5/3/1994 | 15300-00 | Misc Bldg Impv 15 |
| 299309 | Install Update to Echoes | 5/3/1994 | 15400-00 | Ghse Systems-Secnd 15 |
| 299310 | Sowing Drum for Seeder | 5/18/1994 | 15400-00 | Production |
| 70007 | Construction - Mertel Gravel | 5/18/1994 | 15200-00 | Greenhouses 30 |
| 299308 | 2-20' & 2-150' Conveyors | 5/31/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299316 | Robot Table System (F House) | 6/28/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299317 | 2 Boilers | 7/5/1994 | 15400-00 | Heavy Equipment (15 Years) |
| 299334 | Production System (Hawe Elek) | 7/6/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299318 | 2 Cold Water Washers | 8/16/1994 | 15400-00 | Other Equip-Small 07 |
| 299320 | Insect Screen | 8/16/1994 | 15400-00 | Ghse Equip-Large 15 |
| 227346 | Pipe for Pond | 8/30/1994 | 15010-00 | Greenhouses & Systems |
| 299319 | Air Gates for Table System | 8/30/1994 | 15400-00 | Growing |
| 70009 | Construction - Mertel Grvl | 9/20/1994 | 15200-00 | Greenhouses 30 |
| 227347 | Lake Construction | 9/27/1994 | 15010-00 | Land Improvements 30 |
| 227348 | New Parking Lot | 9/27/1994 | 15010-00 | Land Improvements 30 |
| 299321 | Greenhouse Fans (All Houses) | 9/29/1994 | 15400-00 | Ghse Equip-Large 15 |
| 227349 | Rock for Road | 10/4/1994 | 15010-00 | Land Improvements 30 |
| 299324 | J. L. Aerial Platform | 10/4/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299326 | Tubing for Echo Installation | 10/11/1994 | 15400-00 | Ghse Systems-Secnd 15 |
| 189635 | Concrete Replacement | 11/8/1994 | 15300-00 | Misc Bldg Impv 15 |
| 227352 | Grading, Excav, & Hauling (Drv | 11/8/1994 | 15010-00 | Land Improvements 30 |
| 299328 | Box Labeler (Printer) | 11/8/1994 | 15400-00 | Computer Hardware |
| 299329 | Box Labeler (Printer) | 11/8/1994 | 15400-00 | Computer Hardware |
| 299330 | Box Conveyor | 11/8/1994 | 15400-00 | Other Equip-Small 07 |
| 227350 | Rock for Driveways & Pkg Lot | 11/29/1994 | 15010-00 | Land Improvements 30 |
| 227351 | Grading - Drives & Lot | 11/29/1994 | 15010-00 | Land Improvements 30 |
| 299327 | Exhaust Fan Enclosure | 11/29/1994 | 15400-00 | Ghse Equip-Large 15 |
| 299331 | East Boiler Room Expansion | 11/29/1994 | 15400-00 | Heavy Equipment (15 Years) |
| 299341 | Potting Machine (Jaco, Inc.) | 12/21/1994 | 15400-00 | Ghse Equip-Large 15 |
| 258148 | Jet Color Printer | 12/30/1994 | 15700-00 | Computer Hardware |
| 299344 | Flame Safeguard on 8 Boilers | 12/30/1994 | 15400-00 | Heavy Equipment (15 Years) |
| 299346 | 2 Snowmobiles & Trailer | 1/10/1995 | 15400-00 | Small Equipment (10Y) |
| 299348 | Label System (MPI) | 1/10/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299367 | Priva Sensor (Hot water temp) | 1/10/1995 | 15400-00 | Other Equip-Small 07 |
| 299368 | Priva extension | 1/10/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 179045 | Galvanized Beams | 1/18/1995 | 15300-00 | Misc Bldg Impv 15 |
| 179046 | Barn Extension - Construction | 1/18/1995 | 15300-00 | Other Buildings 30 |
| 179047 | Floor in Extension (Davis Con) | 1/18/1995 | 15300-00 | Concrete |
| 179049 | Construction (Castner) | 1/18/1995 | 15300-00 | Other Buildings 30 |
| 179050 | Davis Concrete | 1/18/1995 | 15300-00 | Other Buildings 30 |
| 179051 | Lights for Barn (Complete) | 1/25/1995 | 15300-00 | Other Buildings 30 |
| 21509 | C - House Extension (Construct | 2/8/1995 | 15200-00 | Greenhouses |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|-----------|----------|----------------------------|
| 299369 | Priva - interface motor/panels | 2/10/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 299361 | Water Injection System (Flier) | 2/13/1995 | 15400-00 | Ghse Equip-Small 10 |
| 179052 | Mertel Gravel | 2/15/1995 | 15300-00 | Other Buildings 30 |
| 179054 | Chemical Storage Room (Castner | 2/15/1995 | 15300-00 | Misc Bldg Impv 15 |
| 179055 | Four Overhead Steel Doors | 2/15/1995 | 15300-00 | Doors |
| 299349 | Boom Mounts (Double R) | 2/15/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 299350 | Table Rails (Magnum Pipe) | 2/15/1995 | 15400-00 | Growing |
| 299351 | Heating System | 2/15/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299421 | Boiler Stacks - DblR | 2/16/1995 | 15400-00 | Heavy Equipment (15 Years) |
| 100002 | Construction (VWE) | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100003 | Construction (Mertel Gravel) | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100004 | Construction (Davis Concrete) | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100005 | Construction (Mertel & Davis) | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100006 | Construction | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100007 | Construction | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100008 | Construction | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100009 | Construction | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 100010 | Heating System | 2/20/1995 | 15200-00 | HVAC |
| 100011 | Pipe Insulation for F-House | 2/20/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 100012 | Kettman Heating & Air | 2/20/1995 | 15200-00 | HVAC |
| 100013 | Electical Work - F-House (Tri) | 2/20/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 100014 | 8 Sheets Shading Mtl (F-Hse) | 2/20/1995 | 15200-00 | Ghse- Energy Curtains |
| 100015 | Roof for F-House | 2/20/1995 | 15200-00 | Greenhouses 30 |
| 299314 | Curtain System (C 5&6 & F 1-4) | 2/20/1995 | 15400-00 | Ghse- Energy Curtains |
| 299315 | Priva System Update (Incl Brds | 2/20/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299322 | Roof Fan & Enclosure (F-House) | 2/20/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299325 | 1,000 Moving Tables (F-House) | 2/20/1995 | 15400-00 | Growing |
| 299332 | Table System - Steel Posts -F | 2/20/1995 | 15400-00 | Growing |
| 299333 | Heat Pumps (F 1-4) | 2/20/1995 | 15400-00 | Pumps (5Y) |
| 299337 | Heating System (C 5&6 & F 1-4) | 2/20/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299338 | Mount Echos (F 1-4) | 2/20/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 299339 | Tables for F 1-4 | 2/20/1995 | 15400-00 | Growing |
| 299340 | Pipe for Tables for F 1-4 | 2/20/1995 | 15400-00 | Growing |
| 299342 | Heating System (Nordland) | 2/20/1995 | 15400-00 | Ghse Equip-Large 15 |
| 299352 | Zebra Printer for Label System | 2/23/1995 | 15400-00 | Computer Hardware |
| 21511 | C 3,4,&5 (C-House extension) | 2/28/1995 | 15200-00 | Greenhouses |
| 299353 | Install Echos (Jolly) C4&5,F1- | 3/2/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 299354 | Pot Filling System | 3/8/1995 | 15400-00 | Ghse Equip-Large 15 |
| 100021 | Construction (Various) | 3/15/1995 | 15200-00 | Greenhouses 30 |
| 179053 | Electrical Work (Tri-Town) | 3/15/1995 | 15300-00 | Misc Bldg Impv 15 |
| 299355 | 4 Dosatron Injectors | 3/15/1995 | 15400-00 | Pumps (5Y) |
| 299356 | Pins for Table Stacking System | 3/15/1995 | 15400-00 | Growing |
| 299357 | Curtain System (Cravo Unlmt) | 3/21/1995 | 15400-00 | Ghse- Energy Curtains |
| 100020 | Labor - Construction (Lindaman | 3/31/1995 | 15200-00 | Greenhouses 30 |
| 21512 | Labor - Construction | 3/31/1995 | 15200-00 | Greenhouses & Systems |
| 299359 | Install Booms & Echos | 3/31/1995 | 15400-00 | Booms |
| 100017 | Cooling Pads | 4/13/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 100018 | Electrical Work (Tri-Town) | 4/13/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 100019 | Pipe Insulation (A C & S Inc.) | 4/19/1995 | 15200-00 | Ghse Systems-Primary 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------------|
| 189638 | Doors (Ill Val Door Co.) | 4/19/1995 | 15300-00 | Doors |
| 299360 | Install Booms & Echos | 4/20/1995 | 15400-00 | Booms |
| 274407 | 1995 Utiliy Trailer | 5/1/1995 | 15500-00 | Trailer (5Y) |
| 299364 | Pipe Insulation | 5/16/1995 | 15400-00 | Ghse Equip-Large 15 |
| 227355 | Moving Power Lines | 5/23/1995 | 15010-00 | Land Improvements 30 |
| 189639 | 3 Overhead Doors(10x10,9x10,8x | 7/18/1995 | 15300-00 | Doors |
| 227356 | Pave road around greenhouse | 8/22/1995 | 15010-00 | Land Improvements 30 |
| 274412 | 14' Jon Boat (Riverview Marine | 8/31/1995 | 15500-00 | Landscape/Utility/Farm Equipment |
| 227358 | Move Power Lines | 10/3/1995 | 15010-00 | Land Improvements |
| 299372 | 10 Heaters (Production) | 11/1/1995 | 15400-00 | Production |
| 299373 | 3 Modene Heaters (Thrall Dist) | 11/7/1995 | 15400-00 | Ghse Equip-Small 10 |
| 299374 | 3 Cargo Heaters (Rue R. Elston | 11/14/1995 | 15400-00 | Small Equipment (10Y) |
| 299375 | Dosatron Injector (Metrolina) | 11/14/1995 | 15400-00 | Pumps (5Y) |
| 227359 | North Road Const. & Pond Upgrd | 11/21/1995 | 15010-00 | Driveway Repairs |
| 110002 | 7 Acres - Cravo | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110003 | Concrete (Davis Concrete) | 12/1/1995 | 15200-00 | Concrete |
| 110004 | Construction (Thrall Distrib.) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110005 | Construction (Concrete Prodct) | 12/1/1995 | 15200-00 | Concrete |
| 110006 | Construction (Starline) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110007 | Construction (Wolahan Lmbr) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110008 | Pipe for G1&G2 (Thrall Distr.) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110010 | Concrete (Mertel Gravel) | 12/1/1995 | 15200-00 | Concrete |
| 110011 | Construction (Thrall Distrib.) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110012 | Construction (Ryerson, Joseph) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110013 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110015 | Concrete (Concrete Products) | 12/1/1995 | 15200-00 | Concrete |
| 110016 | Construction (Thrall Distrib.) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110017 | Concrete (Mertel Gravel) H-Hs. | 12/1/1995 | 15200-00 | Concrete |
| 110018 | Heating System (VW Intn'l) | 12/1/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110019 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110020 | Construction (Mechanical Suply | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110022 | Concrete (Mertel Concrete) | 12/1/1995 | 15200-00 | Concrete |
| 110023 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110025 | Concrete (Mertel Gravel) | 12/1/1995 | 15200-00 | Concrete |
| 110026 | Construction (Concrete Prodct) | 12/1/1995 | 15200-00 | Computer Hardware |
| 110027 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110028 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110029 | Additions to West Block -Cravo | 12/1/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110030 | Concrete (Mertel Gravel) | 12/1/1995 | 15200-00 | Concrete |
| 110032 | Construction (Wolahan (VWE)) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110034 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110035 | Construction (Thrall Distrib.) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 110037 | Construction (Cravo # 8433) | 12/1/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110038 | Construction (VW Greenhouse) | 12/1/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110039 | Construction (VW Greenhouse) | 12/1/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110041 | Construction Labor (Lindeman) | 12/1/1995 | 15200-00 | Greenhouses 30 |
| 299379 | 50 Echos (East Coast Designs) | 12/1/1995 | 15400-00 | Ghse Systems-Secnd 15 |
| 299385 | Construction (Tri-Town Elec) | 12/1/1995 | 15400-00 | Greenhouses & Systems |
| 299381 | Black pipe for fire protection | 12/5/1995 | 15400-00 | Other Equip-Small 07 |

| | | | | |
|--------|--------------------------------|------------|----------|-------------------------|
| 299380 | Labor for Heating System | 12/12/1995 | 15400-00 | Other Equip-Small 07 |
| 110042 | Construction (VWE Cravo-poly/c | 12/13/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 110036 | Construction Labor (Lindeman) | 12/21/1995 | 15200-00 | Greenhouses 30 |
| 299382 | 2 Packaging Printers (Boxes,et | 12/26/1995 | 15400-00 | Computer Hardware |
| 299384 | Microjet Printer for Productn | 12/26/1995 | 15400-00 | Computer Hardware |
| 110040 | Construction (VW Greenhouse) | 12/28/1995 | 15200-00 | Ghse Systems-Primary 30 |
| 243275 | 15 Lockers for Growers | 12/29/1995 | 15700-00 | Office Equipment |
| 299383 | Fire Fighting Equipment (Hose& | 12/29/1995 | 15400-00 | Other Equip-Small 07 |
| 21514 | Tie-in to A-4 (Betwn Prod.Room | 1/25/1996 | 15200-00 | Greenhouses 30 |
| 21515 | Tie-in (A4 & Prod. Room)Concrt | 1/25/1996 | 15200-00 | Greenhouses 30 |
| 21516 | Tie-in (A4 & Prod. Room) | 1/25/1996 | 15200-00 | Greenhouses 30 |
| 21517 | Tie-in (A4 & Prod. Room) | 1/25/1996 | 15200-00 | Greenhouses 30 |
| 299411 | Part of Booms (East Coast Des) | 2/2/1996 | 15400-00 | Booms |
| 299387 | Parts for Basket System (Cravo | 2/5/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299388 | Condenser (Truck Box Cooler) | 2/5/1996 | 15400-00 | Other Equip-Small 07 |
| 21518 | Tie-in (A4 & Prod. Room) | 2/6/1996 | 15200-00 | Greenhouses 30 |
| 299376 | Table System (Double R Manuf.) | 2/13/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299377 | Hanging Basket System (FW Syst | 2/14/1996 | 15400-00 | Ghse Equip-Large 15 |
| 21519 | Tie-in (A4 & Prod. Room) | 2/20/1996 | 15200-00 | Greenhouses 30 |
| 299378 | Stacker System (FW Systems) | 2/20/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299390 | 18 Switch Boxes for Priva | 2/20/1996 | 15400-00 | Ghse Systems-Secnd 15 |
| 227361 | 4 Trees (Tonica Nurseries) | 2/29/1996 | 15010-00 | Land Improvements |
| 299389 | Threading Machine | 2/29/1996 | 15400-00 | Other Equip-Small 07 |
| 21520 | Tie-in (A4 & Product. Room) | 3/7/1996 | 15200-00 | Greenhouses 30 |
| 179056 | New Shop (Castner) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179058 | New Shop (Frame Door & Hdwr) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179059 | New Shop (Mertel Gravel) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179060 | New Shop (Mertel Gravel) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179061 | New Shop (Mertel Gravel) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179062 | New Shop (Castner Steel Bldgs) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 179063 | New Shop (Mertel Gravel) | 3/10/1996 | 15300-00 | Other Buildings 30 |
| 299386 | Table System Parts & Materials | 3/19/1996 | 15400-00 | Growing |
| 110044 | PVC Pipe (Thrall Dist.) | 3/22/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110045 | Galvanized Pipe (Thrall) | 3/22/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299393 | Cold Saw (Metric Am. Saws) | 3/22/1996 | 15400-00 | Other Equip-Small 07 |
| 299394 | Booms (East Coast) | 3/31/1996 | 15400-00 | Booms |
| 299396 | Echos (East Coast) | 3/31/1996 | 15400-00 | Ghse Systems-Secnd 15 |
| 110047 | Electical Work - D 5-10 | 4/12/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299413 | Echo Parts (Brackets-Rail Sup) | 4/19/1996 | 15400-00 | Ghse Systems-Secnd 15 |
| 299414 | Hoses & Pipe (Heating Hookup) | 4/19/1996 | 15400-00 | Other Equip-Small 07 |
| 110051 | Galv. Pipe for Drainage Syst. | 5/10/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299402 | Dibble Units w/pneumatic brush | 5/10/1996 | 15400-00 | Ghse Equip-Small 10 |
| 299459 | Wiring for Compressor to Barn | 5/15/1996 | 15400-00 | Other Equip-Small 07 |
| 299403 | Galvanized Pipe (Thrall) | 5/16/1996 | 15400-00 | Other Equip-Small 07 |
| 299408 | Catwalk in D-House for Bask Sy | 5/16/1996 | 15400-00 | Other Equip-Small 07 |
| 110052 | Vent. & Wire for Dayton Htrs. | 5/23/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110053 | Wiring Cravo - D-5 | 5/31/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299410 | Labor on Booms (F. Lindeman) | 5/31/1996 | 15400-00 | Booms |
| 110048 | Concrete - Davis Concrete | 6/20/1996 | 15200-00 | Concrete |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|---|
| 110049 | Ribar (Iron rods - in concret) | 6/27/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110050 | Pipe for Drainage System | 6/27/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299400 | Hanging Basket System (FWSyst) | 6/27/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299404 | Flat/Pot Robots W/ Pneum.LftGt | 6/27/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299405 | 2,300 Wheelsets for Table Syst | 6/27/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299422 | Roller Bond (Dbl R Manuf.) | 7/9/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299423 | Freight on Basket Syst. (Hipag | 7/18/1996 | 15400-00 | Other Equip-Small 07 |
| 189641 | Enclosure for Seeding Area | 8/16/1996 | 15300-00 | Misc Bldg Impv 15 |
| 299426 | Glacier Core for Cooling Pads | 8/16/1996 | 15400-00 | Ghse Equip-Large 15 |
| 189642 | 12'x9' Overhead Door | 8/30/1996 | 15300-00 | Doors |
| 110046 | Blackout Curtain Syst. (CRAVO) | 9/16/1996 | 15200-00 | Ghse- Energy Curtains |
| 110055 | Construction Cost for July | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110056 | Construction (Flynn/VWE) | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110057 | Construction for August (Var) | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110058 | Labor (Globe Constr./Frank Lin | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110059 | Construction for Sept. | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110060 | Additional Parts for Cravo Hse | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 110061 | Finishing Work on Construction | 9/16/1996 | 15200-00 | Ghse Systems-Primary 30 |
| 299428 | Booms for D 1-4 (Part. Pay) | 9/24/1996 | 15400-00 | Ghse Systems-Secnd 15 |
| 243278 | Carpet for Dispatch Office | 9/26/1996 | 15700-00 | Building & Sturcture Improvement (15 Years) |
| 21522 | Midsection betwn A-Hs & W/h#1 | 10/24/1996 | 15200-00 | Greenhouses 30 |
| 299437 | Moving Table System (VW GRNHS) | 11/1/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299438 | Labor - Mov Tbl Sys (Willem L) | 11/1/1996 | 15400-00 | Ghse Equip-Large 15 |
| 227362 | Trees (Tonica Nurseries) | 11/7/1996 | 15010-00 | Land Improvements |
| 110063 | Labor - Finishing wk (Lindeman | 11/18/1996 | 15200-00 | Greenhouse & Systems |
| 21523 | Midsection Const. (Castner) | 11/21/1996 | 15200-00 | Greenhouses 30 |
| 299436 | Pipe for Hanging Basket System | 11/21/1996 | 15400-00 | Other Equip-Small 07 |
| 299443 | Auto Laser 500 System (Tower) | 11/21/1996 | 15400-00 | Other Equip-Small 07 |
| 299444 | 1 Ton Chain Hoist | 11/21/1996 | 15400-00 | Small Equipment (10Y) |
| 21526 | Midsect. Constr. (Mertel) | 11/27/1996 | 15200-00 | Greenhouses 30 |
| 299441 | 1 Flat & Pot Filling System (B&Lawson) | 11/27/1996 | 15400-00 | Production |
| 21527 | Midsect. Constr. (Mertel) | 12/5/1996 | 15200-00 | Greenhouses 30 |
| 299445 | Case Sealer (Shorr Paper Prod) | 12/5/1996 | 15400-00 | Other Equip-Small 07 |
| 227363 | Blacktopping - Park.Lot,Roadwy | 12/6/1996 | 15010-00 | Driveway Repairs |
| 189643 | Soil Room Construct. (Concret) | 12/15/1996 | 15300-00 | Other Buildings 30 |
| 189644 | Soil Room Construct. (Castner) | 12/15/1996 | 15300-00 | Other Buildings 30 |
| 189646 | Soil Room Construct.-Concrete | 12/15/1996 | 15300-00 | Concrete |
| 21524 | Mid-section Const.(Carter Lmb) | 12/15/1996 | 15200-00 | Greenhouses 30 |
| 110062 | Polycarbonate Walls (92 piacs) | 12/30/1996 | 15200-00 | Greenhouse & Systems |
| 299448 | 250' Belt Conveyor (Flier USA) | 12/30/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299449 | Seeder (Mdl 100EMW) seed-air-m | 12/30/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299455 | Priva Interface (2 panels) | 12/30/1996 | 15400-00 | Other Equip-Small 07 |
| 299457 | 2 - 100 GPM DOSATRON INJECTORS | 12/30/1996 | 15400-00 | Pumps (5Y) |
| 299458 | Galv Tubng for HB Syst in D1-4 | 12/30/1996 | 15400-00 | Other Equip-Small 07 |
| 21525 | Midsection Constr (Castner) | 12/31/1996 | 15200-00 | Greenhouses 30 |
| 299453 | Ink Jet Upgrade for existg lin | 12/31/1996 | 15400-00 | Ghse Equip-Large 15 |
| 299468 | Roller Bond (2nd Half -1st7/96 | 1/15/1997 | 15400-00 | Ghse Equip-Large 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---------------------------------|------------|----------|-----------------------------------|
| 110065 | Gasline in D1-4 (Thrall Dist) | 1/24/1997 | 15200-00 | Greenhouse & Systems |
| 110066 | Ankr-Tite for D1-5 (Fastenal) | 1/31/1997 | 15200-00 | Greenhouse & Systems |
| 189647 | Concrete for Soil Room - Davis | 1/31/1997 | 15300-00 | Concrete |
| 189648 | Gravel for Concrete (Mertel) | 2/6/1997 | 15300-00 | Concrete |
| 299462 | Air Chambers for Table System | 2/6/1997 | 15400-00 | Growing |
| 299463 | Boom Supports (Magnum Pipe) | 2/6/1997 | 15400-00 | Booms |
| 189649 | Concrete for Soil Room - Davis | 2/13/1997 | 15300-00 | Concrete |
| 299464 | Grating for Catwalk (McNichol) | 2/14/1997 | 15400-00 | Other Equip-Small 07 |
| 189650 | Ribar for Concrete (VWE-Woloha | 2/20/1997 | 15300-00 | Concrete |
| 110069 | Gasline to Cravo - D1 (thrB1C1 | 2/27/1997 | 15200-00 | Ghse Systems-Primary 30 |
| 227366 | North Roadway - Starline Const | 3/6/1997 | 15010-00 | Driveway Repairs |
| 41324 | Electrical for Gro-lights | 3/6/1997 | 15200-00 | Greenhouses & Systems |
| 110067 | Gateway Vinyl Door w/vision pn | 3/13/1997 | 15200-00 | Doors |
| 299465 | Rebuild PLC Hardware & Softwar | 3/19/1997 | 15400-00 | Ghse Equip-Large 15 |
| 110070 | New Wiring in D1-4 Cravo | 3/20/1997 | 15200-00 | Greenhouse & Systems |
| 110071 | Water Line D1-4 Cravo | 3/20/1997 | 15200-00 | Greenhouse & Systems |
| 299466 | 200 Hose Trolleys for Irrigatn | 3/20/1997 | 15400-00 | Other Equip-Small 07 |
| 299467 | 2 Crosswise Agitators | 3/26/1997 | 15400-00 | Other Equip-Small 07 |
| 299469 | 2 - 16' Operators for Ovrhd Dr | 3/26/1997 | 15400-00 | Other Equip-Small 07 |
| 299470 | Pipe, Hose for Heaters in D1-5 | 4/4/1997 | 15400-00 | Other Equip-Small 07 |
| 299471 | Parts for Basket Syst in D2 | 4/4/1997 | 15400-00 | Other Equip-Small 07 |
| 285254 | 2 Stock Chasers - Allied Hndlg | 4/11/1997 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 299472 | Venting & Wiring Heaters D Hs | 4/11/1997 | 15400-00 | Other Equip-Small 07 |
| 299475 | 2 Radios w/ Batteries | 4/24/1997 | 15400-00 | Small Equipment (10Y) |
| 299476 | Pot lifters & Stops for tray f | 4/24/1997 | 15400-00 | Other Equip-Small 07 |
| 299479 | Aircraft Cable for new Echos | 5/1/1997 | 15400-00 | Ghse Systems-Secnd 15 |
| 110068 | Electrical - Var -Htrs, Bsk Mv | 5/9/1997 | 15200-00 | Greenhouse & Systems |
| 285257 | 1996 Ottawa Spotting Tractor | 5/29/1997 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 299488 | Add'l Flat Setup/Dibble Brd | 6/12/1997 | 15400-00 | Other Equip-Small 07 |
| 243281 | Lockers for Lunchroom | 6/20/1997 | 15700-00 | Office Equipment |
| 299489 | Peat Hopper w/ Dbl Agitator | 6/20/1997 | 15400-00 | Ghse Equip-Large 15 |
| 299490 | 100 Lb Dry Chemical Hopper | 6/20/1997 | 15400-00 | Other Equip-Small 07 |
| 243282 | Booths/Tables for Lunchroom | 6/26/1997 | 15700-00 | Office Equipment |
| 299492 | Soilmixer | 7/23/1997 | 15400-00 | Production |
| 299493 | 2 Pressure Washers - 5 hp | 8/14/1997 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299495 | Roller Bond Track (D1-8) | 9/12/1997 | 15400-00 | Ghse Equip-Large 15 |
| 179064 | Door Structure for Shipping Bn | 9/19/1997 | 15300-00 | Other Buildings 30 |
| 243283 | Fireproof File Cabinet (BC) | 10/2/1997 | 15700-00 | Office Equipment |
| 299501 | Shipping for Soil Conveyor | 10/2/1997 | 15400-00 | Ghse Equip-Small 10 |
| 299500 | 10 Heaters for Trailrs-HKIII30 | 10/9/1997 | 15400-00 | Small Equipment (10Y) |
| 299502 | 8 Moving Carts for Booms-D Hs. | 10/9/1997 | 15400-00 | Booms |
| 110073 | D-1 Addition - Davis Concrete | 10/21/1997 | 15200-00 | Concrete |
| 227368 | Upgrade to Driveway & Storg Are | 10/23/1997 | 15010-00 | Driveway Repairs |
| 110074 | D-1 Addition - Mertel Gravel | 10/30/1997 | 15200-00 | Gravel |
| 299503 | 14 Gas Fired Heaters for Grnhs | 10/30/1997 | 15400-00 | Ghse Equip-Small |
| 299505 | 1 Motorola Radio | 10/30/1997 | 15400-00 | Small Equipment (10Y) |
| 110075 | Concrete for Ad-On to D1 | 11/20/1997 | 15200-00 | Concrete |
| 299507 | Air Compressor/Dryer/Filter Eq | 11/20/1997 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299508 | D20S 100 GPM Dosatron Injector | 11/28/1997 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|-------------------------|
| 110076 | Structure for Cravo Retract-Rf | 12/5/1997 | 15200-00 | Greenhouses 30 |
| 110077 | Retract-a-Roof Operating Syst. | 12/5/1997 | 15200-00 | Ghse Systems-Primary 30 |
| 162256 | New Cafeteria - Gravel - Mertl | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162257 | Cafeteria-Fabricate Beams,Colm | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162258 | Architects Fees for Cafeteria | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162259 | Cafeteria - Gravel for Conc | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162260 | Cafeteria - Concrete - Davis | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162261 | Cafeteria - Gravel - Mertel | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162262 | Cafeteria - Beams & Columns Fn | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162263 | Cafeteria - Lumber - Hundman | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162264 | Cafeteria - Materials - Allen | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162265 | Cafeteria - Lumber -Roselle Lr | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162266 | Cafeteria - Sledgister Constr. | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162267 | Cafeteria - Lights -Springfld. | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162268 | Cafeteria - Mat'l-VWE Hundman | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162269 | Cafeteria - Lumber - Roselle | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162270 | Cafeteria - Granville Floor | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162271 | Cafeteria Materials - Allen | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162272 | Furnace for Cafeteria - Kettmn | 12/5/1997 | 15300-00 | HVAC |
| 162273 | Cafeteria - Fan & Lights | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162274 | Lumber for Cafeteria - Roselle | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162275 | Cafeteria - Koolmaster/VWE | 12/5/1997 | 15300-00 | Office Equipment |
| 162276 | Cafet. - Block work for Bathrm | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162277 | Cafeteria - Materials VWE | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162278 | Cafeteria/Restrm Fixtures | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162279 | Cafeteria Materials - Allen lm | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 162280 | Restrooms in New Cafet. - VWE | 12/5/1997 | 15300-00 | Misc Bldg Impv 15 |
| 110078 | Concrete for add-on D1 (Mertl | 12/11/1997 | 15200-00 | Concrete |
| 299509 | Bucket Soil Elevator - N.SoilR | 12/11/1997 | 15400-00 | Production |
| 162281 | New Cafeteria - Electrical | 12/18/1997 | 15300-00 | Misc Bldg Impv 15 |
| 299512 | 3 Drum Cylinger Heads for 9631 | 12/18/1997 | 15400-00 | Ghse Equip-Small 10 |
| 299518 | New Pump for Old Well - VWE | 12/18/1997 | 15400-00 | Pumps (5Y) |
| 299519 | Roller Bond in North D (Dbl R) | 1/15/1998 | 15400-00 | Ghse Equip-Large 15 |
| 162283 | Cafeteria Final Pay (Sledgistr | 1/22/1998 | 15300-00 | Misc Bldg Impv 15 |
| 299516 | 32 Echos for A13 & A14 (East C | 2/5/1998 | 15400-00 | Ghse Systems-Secnd 15 |
| 299522 | Mat'l for Germ Chamber (Complt | 2/5/1998 | 15400-00 | Ghse Equip-Small 10 |
| 299527 | Water Conditioner (Tri County) | 2/5/1998 | 15400-00 | Other Equip-Small 07 |
| 162284 | Septic System (Starline Const) | 2/12/1998 | 15300-00 | Other Buildings 30 |
| 299559 | Mat'l for Roller Bond - D Nth | 2/12/1998 | 15400-00 | Other Equip-Small 07 |
| 299560 | Airline for Germ Chamber | 2/12/1998 | 15400-00 | Ghse Equip-Small 10 |
| 299514 | Spindle Transplanter - Flier U | 2/15/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299515 | Automated Filling System | 2/15/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299528 | 4 Movable Booms in D 1-8 | 2/19/1998 | 15400-00 | Booms |
| 299529 | Roller Bond Mat'l for North D | 2/26/1998 | 15400-00 | Other Equip-Small 07 |
| 299539 | Add'l 288 Plug Tray Set(32ES) | 3/2/1998 | 15400-00 | Ghse Equip-Small 10 |
| 110079 | Install Suspended Heaters in D | 3/5/1998 | 15200-00 | Ghse Systems-Primary 30 |
| 162286 | Wirng/Light storage rm ovr caf | 3/5/1998 | 15300-00 | Misc Bldg Impv 15 |
| 299530 | Air Brakes for Roller Bond | 3/5/1998 | 15400-00 | Other Equip-Small 07 |
| 299532 | Storage light over Lunch Room | 3/5/1998 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|-----------|----------|--------------------------------------|
| 299545 | Roller Bond Wheels for D1-8 | 3/5/1998 | 15400-00 | Other Equip-Small 07 |
| 299531 | Air Brakes for Roller Bond | 3/19/1998 | 15400-00 | Other Equip-Small 07 |
| 299541 | Water All (Blackmore Company) | 3/19/1998 | 15400-00 | Other Equip-Small 07 |
| 299494 | Germination Chamber w/liftunit | 3/20/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299517 | Germ. Chamber (Aluma Shield) | 3/20/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299520 | Germination Chamber (Cravo Eq) | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299521 | Germination Chamber (Davis C) | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299523 | Germination Chamber (Tri-Town) | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299524 | Germination Chamber (Mertel) | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299525 | Germ Chamber (Elka Air)Humidif | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299533 | Germination Chamber (Springfld | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299534 | Germination Chamber (Springfld | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299535 | Germ Chamber -instal heat pump | 3/20/1998 | 15400-00 | Pumps (5Y) |
| 299536 | Germ Chamber (Tri-Town Elect.) | 3/20/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299543 | Duct for Air Dryer - East Blrm | 3/25/1998 | 15400-00 | Other Equip-Small 07 |
| 299544 | Table System Mat'ls -Var place | 3/25/1998 | 15400-00 | Growing |
| 299551 | 4 Movable Booms for A13&14 | 3/25/1998 | 15400-00 | Booms |
| 299552 | Roller Bond Mat'l for A13&14 | 3/27/1998 | 15400-00 | Other Equip-Small 07 |
| 299553 | Table System (Dbl R Manuf.) | 4/2/1998 | 15400-00 | Growing |
| 41333 | Foundation - A14 (Mertel Grav) | 4/2/1998 | 15200-00 | Greenhouses 30 |
| 299554 | Germ. Chamber (Vent&Wir Heat P | 4/10/1998 | 15400-00 | Heavy Equipment (15Y) |
| 299555 | Germ Chamber (wire for heat pu | 4/10/1998 | 15400-00 | Heavy Equipment (15Y) |
| 41325 | A13-14 Glass House Structure | 4/15/1998 | 15200-00 | Greenhouses 30 |
| 41326 | A13-14 Glass-Ventg,Heatg,Curtn | 4/15/1998 | 15200-00 | Ghse- Energy Curtains |
| 41327 | Concrete for A13 & A 14 (Mert) | 4/15/1998 | 15200-00 | Concrete |
| 41328 | Labor for Concr. - A13-14(Davs | 4/15/1998 | 15200-00 | Greenhouses 30 |
| 41329 | Concrete for A13 & A14(Mertel) | 4/15/1998 | 15200-00 | Concrete |
| 299556 | Roller Bond for A13 & A14 | 4/16/1998 | 15400-00 | Ghse Equip-Large 15 |
| 110080 | Wall Panels in D2 (Castner) | 4/23/1998 | 15200-00 | Ghse- Plexiglas Covering 15 |
| 299557 | Germ Chamber (Tri-Town Elec) | 4/23/1998 | 15400-00 | Heavy Equipment (15Y) |
| 41334 | Drain pipe for A13 & A14 | 4/23/1998 | 15200-00 | Ghse Systems-Primary 30 |
| 41336 | A13 & A14 Construct. (Starlin) | 4/30/1998 | 15200-00 | Greenhouses 30 |
| 110081 | Galv Tubing for Echos in D1 | 5/1/1998 | 15200-00 | Greenhouse & Systems |
| 299563 | Speed Controls for Basket Syst | 5/1/1998 | 15400-00 | Ghse Equip-Large 15 |
| 110083 | Blackout Curtain System -Cravo | 5/15/1998 | 15200-00 | Ghse- Energy Curtains |
| 299550 | Priva for Cravo House - D | 5/15/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299569 | 1200 Moving Tables (VW Greenh) | 5/15/1998 | 15400-00 | Growing |
| 299566 | 2 Taylor Dunn Carts (SC-159) | 5/22/1998 | 15400-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299568 | 2 Sets Pot Holders (Javo USA) | 5/22/1998 | 15400-00 | Other Equip-Small 07 |
| 41335 | Wiring for Window Motors, etc. | 5/22/1998 | 15200-00 | Ghse Systems-Primary 30 |
| 227371 | New Well (Albrecht Well Drill) | 5/29/1998 | 15010-00 | Heavy Equipment (15Y) |
| 100022 | Concrete for Addition to C12 | 6/4/1998 | 15200-00 | Concrete |
| 299570 | Wiring for Echos,Priva,Bsk Drv | 6/18/1998 | 15400-00 | Ghse Systems-Secnd 15 |
| 41337 | Construct. for add-on Bay A14 | 6/18/1998 | 15200-00 | Concrete |
| 110087 | Shade Retention System (Cravo) | 6/25/1998 | 15200-00 | Ghse- Energy Curtains |
| 41338 | Concrete for Add-on Bay @A14 | 6/25/1998 | 15200-00 | Concrete |
| 299577 | Power for A13 & A14 (Tri-Town) | 7/16/1998 | 15400-00 | Ghse Equip-Large 15 |
| 41339 | Davis Concrete - A13 & A14 | 7/16/1998 | 15200-00 | Concrete |
| 41340 | Mertel Gravel - A13 & A14 | 7/16/1998 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---------------------------------|------------|----------|--------------------------------------|
| 70016 | Extension B12 - Mertel Gravel | 7/23/1998 | 15200-00 | Greenhouses 30 |
| 243286 | Tran Air Furnace - 2nd fl.mid. | 7/30/1998 | 15700-00 | HVAC |
| 70018 | B12 Extension - Mertel Gravel | 7/30/1998 | 15200-00 | Greenhouses 30 |
| 41341 | Mertel Gravel (A13 & A14) | 8/6/1998 | 15200-00 | Greenhouses 30 |
| 100023 | C12 Extension - Davis Concrete | 8/13/1998 | 15200-00 | Concrete |
| 100024 | C12 Extension - Davis Concrete | 8/13/1998 | 15200-00 | Concrete |
| 70017 | B12 Extension - Mertel Gravel | 8/13/1998 | 15200-00 | Greenhouses 30 |
| 100025 | C12 Extension - Mertel Gravel | 8/20/1998 | 15200-00 | Gravel |
| 100026 | C12 Extension - Mertel Gravel | 8/27/1998 | 15200-00 | Gravel |
| 100027 | C12 Extension - Mertel Gravel | 9/3/1998 | 15200-00 | Gravel |
| 110086 | Mertel Gravel | 9/10/1998 | 15200-00 | Gravel |
| 299579 | Parts for Echos in A & B House | 9/18/1998 | 15400-00 | Ghse Systems-Secnd 15 |
| 299580 | C-Hs.(Auto Trnsfr Switch,Panel | 9/18/1998 | 15400-00 | Other Equip-Small 07 |
| 299581 | 8 Booms for A13 & A14 (+#9616) | 10/2/1998 | 15400-00 | Booms |
| 299582 | Dibble Conveyor (Bouldin & Ln) | 10/2/1998 | 15400-00 | Ghse Equip-Small 10 |
| 299583 | Parts for Booms (Cherry Creek) | 10/8/1998 | 15400-00 | Booms |
| 299584 | Miller Bobcat Welder (225NT) | 10/8/1998 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299585 | Moving Table System (Magnum P) | 10/15/1998 | 15400-00 | Growing |
| 299586 | Controller for 64 Echos (Feed) | 10/29/1998 | 15400-00 | Ghse Systems-Secnd 15 |
| 299565 | Priva for A13 & A14 (Climate C | 11/27/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299595 | 2 Electic Carts - Minute Miser | 11/27/1998 | 15400-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299601 | 1730 Legs & Tops for Tables | 12/10/1998 | 15400-00 | Growing |
| 299603 | Container for Compactor | 12/11/1998 | 15400-00 | Other Equip-Small 07 |
| 299598 | 32 Roller Bond for Tables | 12/21/1998 | 15400-00 | Ghse Equip-Large 15 |
| 299599 | Upgrade - Series 4 Imaje ink j | 12/21/1998 | 15400-00 | Other Equip-Small 07 |
| 227372 | Rock for Road -North end E-Hos | 12/29/1998 | 15010-00 | Driveway Repairs |
| 299600 | Semiauto Top Bottom Taper Ovrs | 12/31/1998 | 15400-00 | Other Equip-Small 07 |
| 299631 | Stretch Cylinder Seeder w/PLC | 1/15/1999 | 15400-00 | Ghse Equip-Large 15 |
| 162288 | Growers Office - Materials | 1/20/1999 | 15300-00 | Misc Bldg Impv 15 |
| 162289 | Grower Office - Labor - Davis | 1/28/1999 | 15300-00 | Misc Bldg Impv 15 |
| 162290 | Grower Office - Materials | 1/28/1999 | 15300-00 | Misc Bldg Impv 15 |
| 162291 | Grower Offices - Materials | 2/3/1999 | 15300-00 | Misc Bldg Impv 15 |
| 162292 | Grower Office - Tile for Floor | 2/11/1999 | 15300-00 | Misc Bldg Impv 15 |
| 299593 | IF Panel for Lite Syst A13-14 | 2/11/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299609 | Roller Bond for C11-12 (Tabls) | 2/11/1999 | 15400-00 | Other Equip-Small 07 |
| 100029 | Tri-Town Elec. - Install Cond | 2/18/1999 | 15200-00 | Ghse Systems-Secnd 15 |
| 130041 | Galv Pipe for Air Line - Thrall | 2/25/1999 | 15200-00 | Ghse Systems-Primary 30 |
| 162293 | Grower Office - Quality Buildr | 2/25/1999 | 15300-00 | Misc Bldg Impv 15 |
| 21530 | Waterpipe for B 1-8 (Thrall) | 2/25/1999 | 15200-00 | Greenhouses & Systems |
| 299575 | 132 Echos - A&B Hs (Cherry Crk | 2/25/1999 | 15400-00 | Ghse Systems-Secnd 15 |
| 299590 | Automatd Filling Syst.(North P | 2/25/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299591 | Spindle Transplantr & Syst STS | 2/25/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299607 | Rails for Waterg Booms-A&B Hse | 2/25/1999 | 15400-00 | Booms |
| 130042 | Galvan. Pipe - Thrall | 3/11/1999 | 15200-00 | Ghse Systems-Primary 30 |
| 162295 | Windows -Grwr Off,Upstrs, recp | 3/11/1999 | 15300-00 | Misc Bldg Impv 15 |
| 299610 | Chlorine Analyzer -Model CL/17 | 3/11/1999 | 15400-00 | Other Equip-Small 07 |
| 162296 | Growr Office - Labor - Davis | 3/12/1999 | 15300-00 | Misc Bldg Impv 15 |
| 299611 | Pallet Racks - Wolohan Lumber | 3/12/1999 | 15400-00 | Other Equip-Small 07 |
| 299612 | Crown Forklift/Manlift - Woloh | 3/15/1999 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|-----------|----------|-------------------------|
| 162297 | Grower Office - Quality Blders | 3/18/1999 | 15300-00 | Misc Bldg Impv 15 |
| 299578 | Belt System for Transpl. Line | 3/18/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299606 | Climate Control Syst - E1-2 | 3/18/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299613 | Conduit for Gro lites - E Hous | 3/18/1999 | 15400-00 | Ghse Equip-Large 15 |
| 130002 | Construct. - Moving Dirt | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130003 | Prairie State Excavat - Earth | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130004 | Culvert for E-House (VWE-Flyn) | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130005 | Glass House - Structure (Prins | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130006 | E1-4 Glass House - Equipment P | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130007 | Earth Moving (Prairie & Patten | 3/22/1999 | 15200-00 | Land Improvements |
| 130008 | Tower Equip. (Equip. Rental) | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130009 | Drainage for E-House (VWE/Flyn | 3/22/1999 | 15200-00 | Ghse Systems-Primary 30 |
| 130011 | Davis Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130012 | Rock - Starline Construction | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130013 | Mertel Gravel for Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130014 | Mertel Gravel for Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130015 | Mertel Gravel for Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130016 | Davis Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130017 | Davis Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130020 | Construction - Thrall | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130022 | Earth Moving - Prairie State | 3/22/1999 | 15200-00 | Land Improvements |
| 130023 | Ribar & Wood for Concrete work | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130024 | Carroll Dist. & Construction | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130025 | Midwest Testing Service | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130026 | Concrete Pumping - Midwest Ltd | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130027 | Concrete Pumping | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130029 | Starline - Komatsu & Dozr Rent | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130030 | Cattani - Crane Rental | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130031 | Earth Moving - Prairie State | 3/22/1999 | 15200-00 | Land Improvements |
| 130032 | Construction - King Engineerin | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130033 | Construction - Advanced Engin. | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130034 | Welders - VWE/Prins | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130035 | Tri-Town Elect.hook-up E House | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130036 | Davis Concrete | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130037 | Concrete Pumping - Midwest LTD | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130038 | Davis Concrete (port of 1/28py | 3/22/1999 | 15200-00 | Concrete/Gravel |
| 130039 | Tri-Town Elec. - | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 130040 | Tri-Town Electric (pd 2/18/98) | 3/22/1999 | 15200-00 | Greenhouses 30 |
| 299608 | 192 Booms - A&B Hse (Cherry Cr | 3/22/1999 | 15400-00 | Booms |
| 299614 | 18 Un multi-task echo Controlr | 3/30/1999 | 15400-00 | Ghse Systems-Secnd 15 |
| 41342 | A13-14 Glass Struct.-Final Pay | 4/1/1999 | 15200-00 | Ghse Systems-Primary 30 |
| 41343 | A13-14 glass-Ventg,Heatg,Curtn | 4/1/1999 | 15200-00 | Ghse- Energy Curtains |
| 130043 | Electrical Materials - Springf | 4/2/1999 | 15200-00 | Greenhouses 30 |
| 130044 | Electrical Work - Elmore Elect | 4/2/1999 | 15200-00 | Greenhouses 30 |
| 130045 | Poly & Blade for Concrete Work | 4/2/1999 | 15200-00 | Concrete/Gravel |
| 299629 | Pneumatech AD175 Air Dryer | 4/2/1999 | 15400-00 | Other Equip-Small 07 |
| 299616 | Bal on 8 Booms Asset# 9581 | 4/12/1999 | 15400-00 | Booms |
| 130046 | Galvan Pipe - Thrall | 4/15/1999 | 15200-00 | Greenhouses 30 |
| 162298 | Heating System for Growers Off | 4/15/1999 | 15300-00 | Misc Bldg Impv 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---------------------------------|------------|----------|-----------------------------------|
| 299617 | Base for Radios - Motorola | 4/15/1999 | 15400-00 | Other Equip-Small 07 |
| 299618 | Priva - Mtr Circuit Cntrlr, etc | 4/26/1999 | 15400-00 | Other Equip-Small 07 |
| 130047 | Pipe Insul.&Jacketg (Heatng | 4/28/1999 | 15200-00 | Greenhouses 30 |
| 285261 | Exmark V36-14K-5 Mower | 5/7/1999 | 15600-00 | Small Equipment (10Y) |
| 299622 | Grippg&Plantg Fingers-Transplr | 5/7/1999 | 15400-00 | Ghse Equip-Small 10 |
| 299623 | Gripping Fingers - STS Transpl | 5/7/1999 | 15400-00 | Ghse Equip-Small 10 |
| 299624 | 2 Dibble Plates for Trnsplntr | 5/7/1999 | 15400-00 | Production |
| 299626 | 3/4 Rail Trolley Assy for Boom | 5/27/1999 | 15400-00 | Booms |
| 299627 | 2 Fuel Pumps W/ switches,etc. | 6/10/1999 | 15400-00 | Pumps (5Y) |
| 299628 | Holmbeck Farms | 6/17/1999 | 15400-00 | Other Equip-Small 07 |
| 227375 | Trees - Tonica Nurseries | 6/30/1999 | 15010-00 | Land Improvements |
| 299588 | Noncontinuous Roll Seal Door | 7/10/1999 | 15400-00 | Doors |
| 299589 | Continuous Roll Seal Door | 7/10/1999 | 15400-00 | Doors |
| 299634 | Trane Air Conditioning Unit | 7/22/1999 | 15400-00 | HVAC |
| 299636 | Runners f/Tbl Sys B1-4&C11-12 | 7/29/1999 | 15400-00 | Other Equip-Small 07 |
| 299637 | Runners f/Tbl Sys B1-4&C11-12 | 8/5/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299638 | Hydraulic Conduit Bender | 8/5/1999 | 15400-00 | Other Equip-Small 07 |
| 227376 | Work on Dam - Starline | 8/26/1999 | 15010-00 | Land Improvements 30 |
| 21531 | Tubing f/Interior Walls - Fram | 9/23/1999 | 15200-00 | Greenhouses 30 |
| 227377 | Rebuild Road in Back - Starlin | 9/30/1999 | 15010-00 | Driveway Repairs |
| 299642 | Verson 45Ton Press Brake 2Pays | 9/30/1999 | 15400-00 | Other Equip-Small 07 |
| 299643 | 2 Grundfos 4.0 Inline Pumps | 9/30/1999 | 15400-00 | Pumps (5Y) |
| 299646 | 2 Propane Tanks | 10/21/1999 | 15400-00 | Small Equipment (10Y) |
| 299648 | Ebb + Flo Pump - Fairbanks 7.5 | 10/29/1999 | 15400-00 | Pumps (5Y) |
| 299649 | Ebb + Flo Pump - Goulds 7.5hp | 10/29/1999 | 15400-00 | Pumps (5Y) |
| 21532 | Interior Walls for A,B&C Hs | 11/5/1999 | 15200-00 | Greenhouses & Systems |
| 299650 | Table legs f/B1-4 (DeKalb Iron | 11/5/1999 | 15400-00 | Growing |
| 299651 | 4 - 400K BTU NG Unit Heaters | 11/11/1999 | 15400-00 | Other Equip-Small 07 |
| 285264 | Mitsubishi Fork Lift FG25-B | 11/24/1999 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 227378 | Overlay of Parking Area - Univ | 12/2/1999 | 15010-00 | Driveway Repairs |
| 299652 | Control Box for Echos in E-hs | 12/3/1999 | 15400-00 | Ghse Systems-Secnd 15 |
| 299653 | Control Box for Echos in E Hs | 12/3/1999 | 15400-00 | Ghse Systems-Secnd 15 |
| 285266 | BH 2610 10' Cutter Mower | 12/9/1999 | 15600-00 | Small Equipment (10Y) |
| 285269 | JD 5510 MPWD Tractor - Rupiper | 12/9/1999 | 15600-00 | Small Equipment (10Y) |
| 299635 | Table System for B1-4 - Dbl R | 12/9/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299655 | 546 Table Stands for B 1-4 | 12/9/1999 | 15400-00 | Growing |
| 299657 | 1600 Moving Tables 64"X125 | 12/9/1999 | 15400-00 | Growing |
| 299640 | Soil Mixing Line - Flier USA | 12/22/1999 | 15400-00 | Ghse Equip-Large 15 |
| 299645 | 72 Echoes & Assembly ChCreek | 12/22/1999 | 15400-00 | Ghse Systems-Secnd 15 |
| 299656 | 336 Table Stands for B 1-4 | 12/22/1999 | 15400-00 | Growing |
| 299660 | Pump w/ Discharge priming valv | 12/30/1999 | 15400-00 | Pumps (5Y) |
| 299661 | Sky Jack 3200 w/Movement Alarm | 12/30/1999 | 15400-00 | Lifts |
| 299662 | Hydro-I w/Chir Wall Sys &flowc | 12/30/1999 | 15400-00 | Ghse Equip-Small 10 |
| 163000 | Roll-up Door - West Soil Room | 1/27/2000 | 15300-00 | Doors |
| 299664 | Tops for Pipe Stands B1-4 | 1/27/2000 | 15400-00 | Other Equip-Small 07 |
| 299668 | Gal Pipe, etc for Tables B1-4 | 2/4/2000 | 15400-00 | Growing |
| 299667 | Belt System for Plantingline 4 | 2/10/2000 | 15400-00 | Ghse Equip-Large 15 |
| 299669 | Pipe for Rails - Tables B1-2 | 2/10/2000 | 15400-00 | Growing |
| 299670 | 368 Air Chambers - Tables B1-4 | 2/17/2000 | 15400-00 | Growing |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--------------------------------|------------|----------|----------------------------------|
| 162299 | Trane Condensing Unit SharonOf | 2/24/2000 | 15300-00 | HVAC |
| 299673 | 5 Booms for C11-12 (Cherry Cr) | 3/16/2000 | 15400-00 | Ghse Systems-Secnd 15 |
| 299674 | ULV Sprayer - Twin Star | 3/23/2000 | 15400-00 | Ghse Equip-Small 10 |
| 130048 | Final Pay - Prins/VWE E 1-4 | 4/20/2000 | 15200-00 | Greenhouses 30 |
| 299675 | Vertical Peat Scraper w/elevat | 4/20/2000 | 15400-00 | Ghse Equip-Large 15 |
| 299676 | Wiring for Echos in E-Hs 1-4 | 4/20/2000 | 15400-00 | Ghse Systems-Secnd 15 |
| 299677 | Pesticide Applicator (TwinStar | 5/11/2000 | 15400-00 | Ghse Equip-Small 10 |
| 299679 | Bar Code Scanner (300-999 Modl | 5/11/2000 | 15400-00 | Computer Hardware |
| 299680 | Extra Ebb & Flood Tank w/valvs | 5/11/2000 | 15400-00 | Small Equipment (10Y) |
| 299681 | Xtra Control Panel f/EbFI Pump | 5/11/2000 | 15400-00 | Pumps (5Y) |
| 299682 | Computr Hardwr to Automat Echo | 5/18/2000 | 15400-00 | Ghse Systems-Secnd 15 |
| 299684 | Roll-up Wall Shade for E 1-4 | 5/25/2000 | 15400-00 | Ghse- Energy Curtains 10 |
| 285272 | Tiller (Farm & Fleet - Ottawa) | 7/6/2000 | 15600-00 | Landscape/Utility/Farm Equipment |
| 299690 | Controllr Boxs fr Echos A13-14 | 8/3/2000 | 15400-00 | Ghse Systems-Secnd 15 |
| 299692 | Priva Control Systems (E5-E8) | 8/17/2000 | 15400-00 | Ghse Equip-Large 15 |
| 130050 | E-Hs 5-8 Structure (VWE/Prins) | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130051 | Glass Hs E5-8 Equipment Part | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130053 | Concrete for Footings E5-8 | 8/20/2000 | 15200-00 | Concrete/Gravel |
| 130054 | Backhoe Rent to Unload Materls | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130055 | Labor for Grader (E5-8) | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130056 | Soil Borings for New Construct | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130057 | Pipe for E 5-8 Construction | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130058 | Concrete for E 5-8 - Pd May | 8/20/2000 | 15200-00 | Concrete |
| 130059 | Concrete for E 5-8 - Pd June | 8/20/2000 | 15200-00 | Concrete |
| 130061 | Equipment Rental for Const E5- | 8/20/2000 | 15200-00 | Greenhouse & Systems (30 Years) |
| 130062 | Conduit, Etc. (June Invoices) | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130063 | Bldg MatrIs for E 5-8 Constr. | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130065 | Bldg Materials - Springfield E | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130066 | Framing f/Concrete (2x4x12) | 8/20/2000 | 15200-00 | Greenhouses 30 |
| 130067 | Pipe f/Irrigation E5-8 to Lake | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130069 | Conduit, etc f/ E5-8 (Complete | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130070 | Wiring for Hs E5-8 (Elmore) | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130073 | Wiring for Hs E5-8 (Elmore) | 8/20/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130074 | Materials for E5-8 Electrical | 8/31/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 130075 | Materials for E5-8 Electrical | 9/7/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 299702 | Priva Interface Board-1st Rack | 9/7/2000 | 15400-00 | Other Equip-Small 07 |
| 299695 | SC Sliding Conveyor (Ordr#2024 | 9/26/2000 | 15400-00 | Ghse Equip-Small 10 |
| 130076 | Wiring for Hs E5-8 (Elmore) | 9/28/2000 | 15200-00 | Ghse Systems-Primary 30 |
| 299691 | Flat & Pot Filling Syst. w/Agi | 9/28/2000 | 15400-00 | Ghse Equip-Large 15 |
| 299689 | 64 - 30" Echos (Cherry Creek) | 10/19/2000 | 15400-00 | Ghse Systems-Secnd 15 |
| 299697 | 10'X10'Roll Seal Door C8/Barn | 10/19/2000 | 15400-00 | Doors |
| 299698 | 8'X10' Roll Seal Door B8/Barn | 10/19/2000 | 15400-00 | Doors |
| 299699 | 8'X10' NonContin.Rol Dor D6/E6 | 10/19/2000 | 15400-00 | Other Equip-Small 07 |
| 299700 | 420 Moving Tables #044-A | 10/19/2000 | 15400-00 | Ghse Equip-Large 15 |
| 299701 | Almax Conveyor Belt Vulcanizer | 10/19/2000 | 15400-00 | Other Equip-Small 07 |
| 189655 | Wiring Upgrade to North Produc | 11/2/2000 | 15300-00 | Misc Bldg Impv 15 |
| 299704 | 2 Dock Plates for E9&E10 (levl | 11/2/2000 | 15400-00 | Other Equip-Small 07 |
| 299705 | Dock Plate for Peat Moss Unldg | 11/2/2000 | 15400-00 | Other Equip-Small 07 |
| 299706 | Conveyors Syst. for Seed Room | 11/2/2000 | 15400-00 | Ghse Equip-Large 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|--------|---------------------------------|------------|----------|-------------------------|--|
| 299707 | Control Box for Echos & Booms | 11/2/2000 | 15400-00 | Booms | |
| 299708 | Parts f/ Control Box D9-10E5-8 | 11/3/2000 | 15400-00 | Ghse Equip-Small 10 | |
| 299709 | Drip Irrigation f/Dbl Hung Bsk | 11/10/2000 | 15400-00 | Ghse Equip-Small 10 | |
| 299688 | Priva Upgrade System | 11/11/2000 | 15400-00 | Ghse Equip-Large 15 | |
| 299693 | Soil Mixing System (Flier USA) | 11/16/2000 | 15400-00 | Ghse Equip-Large 15 | |
| 299694 | Incline Conveyor, Troughg Rollr | 11/16/2000 | 15400-00 | Ghse Equip-Small 10 | |
| 299710 | Parts f/Control Box f/Ech&Boom | 11/22/2000 | 15400-00 | Booms | |
| 299711 | Materials for Antenna f/radios | 11/30/2000 | 15400-00 | Other Equip-Small 07 | |
| 130078 | Pipe Insulation in E5-8 | 12/6/2000 | 15200-00 | Ghse Systems-Primary 30 | |
| 299712 | Zebra Printer w/rewinder | 12/6/2000 | 15400-00 | Computer Hardware | |
| 189654 | Mat'ls betwn North Soil &E9-10 | 12/14/2000 | 15300-00 | Misc Bldg Impv 15 | |
| 299713 | Display Screen f/Control Box | 12/19/2000 | 15400-00 | Computer Hardware | |
| 130079 | Pipe Insulation f/ E5-8 | 12/22/2000 | 15200-00 | Ghse Systems-Primary 30 | |
| 179067 | 11 Dock Levelers-7#1066,4#1076 | 12/29/2000 | 15300-00 | Small Equipment (10Y) | |
| 163005 | Lighting Fixtures for Sales Of | 2/1/2001 | 15300-00 | Misc Bldg Impv 15 | |
| 189656 | Electric Upgrad North Prod Are | 2/1/2001 | 15300-00 | Misc Bldg Impv 15 | |
| 299726 | Conveyors for South Production | 2/1/2001 | 15400-00 | Production | |
| 299727 | 2 Gould Pumps - E House | 2/8/2001 | 15400-00 | Pumps (5Y) | |
| 299728 | Drum Cylinder Head for Seeder | 2/15/2001 | 15400-00 | Production | |
| 299729 | IMAJE Print Module for UPC Lbl | 2/15/2001 | 15400-00 | Other Equip-Small 07 | |
| 130101 | Glass Hs E9-10 Structure | 2/22/2001 | 15200-00 | Greenhouses 30 | |
| 130102 | Greenhouse E9-E10 Equip Port. | 2/22/2001 | 15200-00 | Greenhouses & Systems | |
| 130103 | Priva (Climate Control) Prins | 2/22/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 130105 | Reinforcing Bar f/ E5-8 | 2/22/2001 | 15200-00 | Greenhouses 30 | |
| 130106 | Concrete Work-Rampway, Drainpit | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130107 | Concrete for E9-10 | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130108 | Concrete for E9-10 (Mertel) | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130109 | Construction Equip Rental | 2/22/2001 | 15200-00 | Greenhouses 30 | |
| 130110 | Concrete Labor - Footings, etc. | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130111 | Concrete for E9-10 (Mertel) | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130112 | Concrete for E9-10 | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130113 | Concrete for E9-10 | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130114 | PVC Pipe for Irrigation E9-10 | 2/22/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 130117 | Concrete E9-10 (Mertel) | 2/22/2001 | 15200-00 | Concrete | |
| 130118 | Concrete f/E9-10 (Mertel) | 2/22/2001 | 15200-00 | Concrete | |
| 130119 | Concrete E9-10 (Mertel) | 2/22/2001 | 15200-00 | Computer Hardware | |
| 130120 | Construction Equip Rental | 2/22/2001 | 15200-00 | Greenhouses 30 | |
| 130123 | Concrete Labor E9-10 (Davis) | 2/22/2001 | 15200-00 | Concrete/Gravel | |
| 130130 | Pumping Station for E9-E10 | 2/22/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 299730 | Control Panel f/Conveyor-S Pro | 2/22/2001 | 15400-00 | Other Equip-Small 07 | |
| 299732 | Conveyor Belts for So. Product | 2/22/2001 | 15400-00 | Other Equip-Small 07 | |
| 130132 | Electrical Matls - Springfield | 3/1/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 243289 | Office Lunchroom Furn. (OakT&C | 3/1/2001 | 15700-00 | Office Equipment | |
| 274673 | Rebuild Engine - 1997 E150 Van | 3/8/2001 | 15500-00 | Automobiles (5 Years) | |
| 299733 | Eurodrive - Conveyor in SoProd | 3/8/2001 | 15400-00 | Other Equip-Small 07 | |
| 130137 | Wiring Priva E5-E10 (Elmore) | 3/15/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 130138 | Wiring Priva E5-E10 (Elmore) | 3/22/2001 | 15200-00 | Ghse Systems-Primary 30 | |
| 163002 | Remodeling Sales Offices - Lbr | 3/22/2001 | 15300-00 | Misc Bldg Impv 15 | |
| 163003 | Remodeling Sales Offices Mtrls | 3/22/2001 | 15300-00 | Misc Bldg Impv 15 | |

| | | | | |
|--------|---------------------------------|-----------|----------|-----------------------------------|
| 243294 | Dispatch Off. Cabinets Bultin | 3/22/2001 | 15700-00 | Office Equipment |
| 274676 | 1991 Homemade Trailer #TD99696 | 3/22/2001 | 15500-00 | Trailer (5Y) |
| 299734 | PRIVA Parts - Ethernet Rep-box | 3/28/2001 | 15400-00 | Ghse Equip-Small 10 |
| 299735 | Priva for E-House 5-10 | 3/28/2001 | 15400-00 | Ghse Equip-Large 15 |
| 130139 | Electrical Materials E5-E10 | 3/29/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 299731 | Vulcanizer for Conveyor Belts | 3/29/2001 | 15400-00 | Other Equip-Small 07 |
| 130133 | Electrical Materials - Springf | 4/6/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 130134 | Wiring Priva E5-E10 (Elmore) | 4/6/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 299742 | 3 Phase Monitors w/install -Nv | 4/6/2001 | 15400-00 | Other Equip-Small 07 |
| 189657 | Elevated Office in North Prod. | 4/12/2001 | 15300-00 | Misc Bldg Impv 15 |
| 189658 | Tile Flooring - North Prod. Of | 4/12/2001 | 15300-00 | Misc Bldg Impv 15 |
| 299744 | Planting Machine Revisions | 4/12/2001 | 15400-00 | Ghse Equip-Small 10 |
| 130135 | Concrete E9-E10 (2 pays Mertl) | 4/26/2001 | 15200-00 | Concrete |
| 130136 | Wiring Priva E5-E10 (Elmore) | 4/30/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 243291 | North Product. Lunchrm Booths | 5/3/2001 | 15700-00 | Office Equipment |
| 299747 | Wiring for E9-E10 (Springfield | 5/3/2001 | 15400-00 | Other Equip-Small 07 |
| 299748 | 6 Motorola CT250 Radios (4 ch) | 5/3/2001 | 15400-00 | Small Equipment (10Y) |
| 163004 | Materials - Remodel Sales Offs | 5/10/2001 | 15300-00 | Misc Bldg Impv 15 |
| 299749 | Planting Mach. Parts - STS Trn | 5/10/2001 | 15400-00 | Ghse Equip-Small 10 |
| 299751 | Wiring for Priva - E9-E10 | 5/10/2001 | 15400-00 | Other Equip-Small 07 |
| 299752 | Amplifier for Radio System | 5/17/2001 | 15400-00 | Other Equip-Small 07 |
| 130141 | Wiring Priva, etc. E5-E10 (EI) | 5/31/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 299759 | Priva Hookup E9-E10 (Elmore E) | 5/31/2001 | 15400-00 | Other Equip-Small 07 |
| 299754 | Labor for Wiring Priva E9-E10 | 6/7/2001 | 15400-00 | Other Equip-Small 07 |
| 299755 | Controls System for Irrigation | 6/14/2001 | 15400-00 | Other Equip-Small 07 |
| 299756 | Controler for Booms | 6/14/2001 | 15400-00 | Booms |
| 299740 | Autom Table Loader Sys flat&bk | 6/28/2001 | 15400-00 | Ghse Equip-Large 15 |
| 22005 | Building Permit - PC Collector | 7/2/2001 | 15200-00 | Greenhouses |
| 163006 | New Lights in all Office Areas | 7/5/2001 | 15300-00 | Misc Bldg Impv 15 |
| 189659 | Elevated Off Freight (N.Prod.) | 7/5/2001 | 15300-00 | Misc Bldg Impv 15 |
| 299725 | 22 Booms - D 1-10 Cherry Creek | 7/5/2001 | 15400-00 | Booms |
| 299760 | Belt Drive f/Cooling Fans NProd | 7/5/2001 | 15400-00 | Other Equip-Small 07 |
| 299767 | Mat'ls -Centralized Irr/Bm Dhs | 7/5/2001 | 15400-00 | Other Equip-Small 07 |
| 299768 | Mat'ls -Centralizd Irr/Bms Dhs | 7/5/2001 | 15400-00 | Other Equip-Small 07 |
| 299770 | Contrl Dr. f/Centraliz Bm Dhs | 7/5/2001 | 15400-00 | Other Equip-Small 07 |
| 299765 | 188 Dual Drives f/Booms A&B Hs | 7/26/2001 | 15400-00 | Booms |
| 227379 | Move Gas line f/Addit A-Annex | 8/1/2001 | 15010-00 | Greenhouses & Systems |
| 299696 | 3 Fixed Unstackers fr Robot Ln | 8/1/2001 | 15400-00 | Ghse Equip-Large 15 |
| 299764 | Bench Wheels f/Table Systems | 8/1/2001 | 15400-00 | Growing |
| 299766 | 2Palm Pilots&Softw f/Bar Cod V | 8/1/2001 | 15400-00 | Other Equip-Small 07 |
| 189661 | Air Cond.- N. Prod. Elev Offic | 8/9/2001 | 15300-00 | HVAC |
| 189662 | Bathroom Plmbg -N. Prod EI Off | 8/9/2001 | 15300-00 | Misc Bldg Impv 15 |
| 243297 | Cabinets,Sink - North Prod Off | 8/13/2001 | 15700-00 | Office Equipment |
| 163007 | Upgrade returns Furnac/AC upst | 8/16/2001 | 15300-00 | HVAC |
| 22006 | Drainage Pipe for A-Annex | 8/16/2001 | 15200-00 | Greenhouses |
| 189663 | Furnace - East Lunch Rm | 8/20/2001 | 15300-00 | HVAC |
| 130142 | 2 Ebb & Flood High Vol Filters | 9/20/2001 | 15200-00 | Ghse Systems-Primary 30 |
| 285273 | New Engine for Cat GP18 | 9/20/2001 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 22007 | Concrete Labor for A-Annex | 9/27/2001 | 15200-00 | Concrete |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|---------------------------------|
| 22010 | Reinforcing Bar for Concr.A-An | 10/1/2001 | 15200-00 | Greenhouses 30 |
| 190105 | Reinforcing Bar f/Concret-Barn | 10/4/2001 | 15600-00 | Other Buildings 30 |
| 299769 | Mat'ls - Centr. Irr/Booms D Hs | 10/4/2001 | 15400-00 | Booms |
| 22013 | Earthwork for A-Annex (Starln) | 10/11/2001 | 15200-00 | Land |
| 22008 | Concrete Labor for A-Annex | 10/18/2001 | 15200-00 | Concrete |
| 299771 | Wiring f/Booms - D House 1-10 | 10/18/2001 | 15400-00 | Ghse Systems-Secnd 15 |
| 299773 | Galv. Bar f/Booms - D House | 10/18/2001 | 15400-00 | Booms |
| 22014 | Concrete for A-Annex (Mertel) | 10/25/2001 | 15200-00 | Concrete |
| 22009 | Concrete Labor for A-Annex | 11/7/2001 | 15200-00 | Computer Hardware |
| 299779 | Box Sealer/Tape Machine | 11/14/2001 | 15400-00 | Other Equip-Small 07 |
| 299777 | Composite Wire-Centrd Cntr D | 11/21/2001 | 15400-00 | Other Equip-Small 07 |
| 190106 | Concrete Labor f/ Storage Barn | 11/23/2001 | 15600-00 | Concrete |
| 190107 | Rebar, etc f/ Concrete - Barn | 11/29/2001 | 15600-00 | Other Buildings 30 |
| 22011 | Concrete for A-Annex (Mertel) | 11/29/2001 | 15200-00 | Concrete |
| 190108 | Concrete Labor f/Bulk Stor Brn | 12/18/2001 | 15600-00 | Concrete |
| 22015 | Glass Greenhouse (incl Constr) | 12/19/2001 | 15200-00 | Greenhouses & Systems |
| 299786 | Horz Bandsaw Jet (9X16) | 12/20/2001 | 15400-00 | Other Equip-Small 07 |
| 190109 | Concrete f/ Bulk Storage Barn | 12/27/2001 | 15600-00 | Concrete |
| 299774 | Centrzd Contrl Irr/Booms C1-8 | 12/27/2001 | 15400-00 | Booms |
| 299776 | Panels f/Irr/Bm Upgrad C1-8 | 12/27/2001 | 15400-00 | Other Equip-Small 07 |
| 299780 | 10 Station Cuttings Line | 12/27/2001 | 15400-00 | Ghse Equip-Large 15 |
| 190110 | Steel Building (incl Const.) | 12/28/2001 | 15600-00 | Other Buildings 30 |
| 243298 | Cannon Copier IR2200 -MPG01736 | 12/28/2001 | 15700-00 | Computer Hardware |
| 190111 | Dock Leveler (Raynor Door Co.) | 12/31/2001 | 15600-00 | Small Equipment (10Y) |
| 299784 | Update f/Series S4 Ink Jet Pr. | 12/31/2001 | 15400-00 | Other Equip-Small 07 |
| 299790 | Cat-walk Over Tanks in E House (galvanized metal) | 1/10/2002 | 15400-00 | Other Equip-Small 07 |
| 190112 | Concrete for Bulk Storage Barn (Mertel) | 1/17/2002 | 15600-00 | Concrete |
| 190113 | Gravel & Machine Rental for Bulk Storage Barn | 1/23/2002 | 15600-00 | Other Buildings 30 |
| 190114 | Machine Rent for Construction of Bulk Storage Barn | 2/7/2002 | 15600-00 | Greenhouse & Systems (30 Years) |
| 299794 | Water Filter Upgrade for D & E Houses | 2/7/2002 | 15400-00 | Other Equip-Small 07 |
| 243299 | Computer Workstation - Seeding Office | 2/14/2002 | 15700-00 | Office Equipment |
| 299795 | C - House Irrigation System (All Control) | 2/14/2002 | 15400-00 | Other Equip-Small 07 |
| 299796 | 45 KW Generator w/ Transfer Switch | 2/22/2002 | 15400-00 | Generator |
| 299797 | C - House Irrigation System Controls | 3/1/2002 | 15400-00 | Other Equip-Small 07 |
| 258247 | HP Laserjet 4100 Printer (Sharon's Office) | 3/7/2002 | 15700-00 | Computer Hardware |
| 274680 | Rebuild Transmission on Ford Van | 3/7/2002 | 15500-00 | Automobiles (5 Years) |
| 299741 | Urbanati Complete Seeding Line | 3/7/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299799 | Conveyors for the Sticking Line | 3/14/2002 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|-----------------------------------|
| 299800 | 280 Gallon Portable Refueler w/Steel Tank & Pump | 3/25/2002 | 15400-00 | Small Equipment (10Y) |
| 299801 | Stainless Steel Water Tunnel for Sticking Line | 3/28/2002 | 15400-00 | Other Equip-Small 07 |
| 22017 | Electrical wiring for Vents & Priva in A-01 (4-inv | 4/4/2002 | 15200-00 | Building Improvements |
| 22018 | Electrical Wiring for Vents & Priva in A-0 | 4/4/2002 | 15200-00 | Building Improvements |
| 258249 | HP Laserjet 5000 Printer, 16PPM, 4MB (LVW) | 4/4/2002 | 15700-00 | Computer Hardware |
| 299802 | Motors for new Shipping Conveyor System (Ship Hs) | 4/4/2002 | 15400-00 | Other Equip-Small 07 |
| 299804 | Boiler Cleaning Machine - Soot-A-Matic | 4/4/2002 | 15400-00 | Other Equip-Small |
| 299803 | Shipping Belts for B-12 (Tables, Conveyor Bed,etc) | 4/11/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299805 | Air Chambers for New Roller Bond - B12 | 4/11/2002 | 15400-00 | Other Equip-Small 07 |
| 299806 | Conveyor Belts for B & C House | 4/18/2002 | 15400-00 | Other Equip-Small 07 |
| 299807 | Sowing Line Installation | 4/18/2002 | 15400-00 | Other Equip-Small 07 |
| 22019 | PVC for Water for Irrigation in A-0 | 4/25/2002 | 15200-00 | Greenhouses & Systems |
| 299808 | Automatic Basket Hooker | 4/25/2002 | 15400-00 | Ghse Equip-Large 15 |
| 285276 | Grove Man-Lift AMZ40 (Hilpiipe Auction Co.) | 4/27/2002 | 15600-00 | Lifts |
| 22020 | Electrical Wiring for Vents & Priva for A-0 | 5/2/2002 | 15200-00 | Building Improvements |
| 22021 | 400 AMP Electical Service to A-0 for Vents & Priva | 5/2/2002 | 15200-00 | Greenhouses |
| 22022 | Electrical Breaker for A-0 for Vents & Priva | 5/2/2002 | 15200-00 | Greenhouses & Systems |
| 285277 | Tow Cart (Puller) - Rupiper Equipment Co. | 5/2/2002 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 299809 | Cable Pulls for new Conveyor System in Shipping Hs | 5/2/2002 | 15400-00 | Other Equip-Small 07 |
| 299810 | Fiber Optic Hub for Cart Tracking Program | 5/9/2002 | 15400-00 | Other Equip-Small 07 |
| 299811 | Print Server for Cart Tracking Program | 5/9/2002 | 15400-00 | Other Equip-Small 07 |
| 299812 | Wheels for Roller Bond in B12 | 5/9/2002 | 15400-00 | Other Equip-Small 07 |
| 299813 | Composite Wire for Irrigation Upgrade C1-8 | 5/9/2002 | 15400-00 | Other Equip-Small 07 |
| 299814 | 12 Booms for A11-12 | 5/9/2002 | 15400-00 | Booms |
| 285278 | John Day 7'7" Disc 18" Blades (Tag #9273) (Rupiper | 5/16/2002 | 15600-00 | Other Equip-Small 07 |
| 299815 | Material for Irrigation System Upgrade - C House | 5/16/2002 | 15400-00 | Other Equip-Small 07 |
| 299816 | 2 Rapid-Roll Doors - (C1-D1) & (C6-D6) | 5/23/2002 | 15400-00 | Doors |
| 299817 | Water Pumps Power Upgrade | 6/6/2002 | 15400-00 | Pumps (5Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--------------------------------------|
| 285279 | 1999 CAT Forklift (Bradley's Auction) | 6/9/2002 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 130143 | Shading for E-House 1-10 | 6/15/2002 | 15200-00 | Ghse- Energy Curtains |
| 22023 | Balance of Earthwork A-Annex (Asset # 22013) Starl | 6/30/2002 | 15200-00 | Land Improvements |
| 299818 | Conduit, etc for C-Hs Booms/Echos Project | 7/3/2002 | 15400-00 | Booms |
| 299792 | Cart Tracking System (A.I.S. System) | 8/1/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299819 | Underneath Transport f/ Containers (FW Sys) | 8/1/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299824 | Cart Tracking System - Antennas, Tuning Brds, Cont | 8/1/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299825 | Controllers for C-Hs 1-10 Irrigation System | 8/1/2002 | 15400-00 | Other Equip-Small 07 |
| 285285 | Concrete Vibra Screed | 8/20/2002 | 15600-00 | Concrete/Gravel |
| 285290 | Electric ScissorLift 15x1136 | 8/22/2002 | 15600-00 | Lifts |
| 299826 | Controllers for C-Hs Irrigation System | 8/22/2002 | 15400-00 | Other Equip-Small 07 |
| 163008 | Office Remodeling - LVW & Hou | 9/5/2002 | 15300-00 | Misc Bldg Impv 15 |
| 285287 | Taylor Dunn Electric Cart SC 1-59 | 9/5/2002 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299828 | Security Camera Monitoring System (Future Com) | 9/19/2002 | 15400-00 | Ghse Equip-Large 15 |
| 299829 | E-Hs Extension of Shading System (Prins) | 10/3/2002 | 15400-00 | Ghse- Energy Curtains 10 |
| 227381 | Move & Upgrade Road at West End | 10/10/2002 | 15010-00 | Driveway Repairs |
| 299830 | Cart Tracking System - Antenna's, etc. | 10/10/2002 | 15400-00 | Other Equip-Small 07 |
| 299831 | Upgrade Phone System to Merlin Magix R2 | 10/24/2002 | 15400-00 | Small Equipment (10Y) |
| 299832 | Wiring for New Pump Hs - North Lake | 10/31/2002 | 15400-00 | Other Equip-Small 07 |
| 299833 | Cart Tracking System - Antenna Work | 10/31/2002 | 15400-00 | Other Equip-Small 07 |
| 299837 | Pump House - North Lake - Foundation (Cattani) | 10/31/2002 | 15400-00 | Other Equip-Small 07 |
| 189665 | Concrete Labor for New Germ Chamber | 11/7/2002 | 15300-00 | Concrete |
| 299834 | PVC Pipe for Pump Hs - North Lake | 11/7/2002 | 15400-00 | Other Equip-Small 07 |
| 299835 | Concrete - Pump House - North Lake | 11/7/2002 | 15400-00 | Concrete |
| 299836 | PVC Pipe for Pump House - North Lake | 11/14/2002 | 15400-00 | Other Equip-Small 07 |
| 299838 | Addition to Germination Chamber (Aluma Shield) | 11/14/2002 | 15400-00 | Ghse Equip-Large 15 |
| 189666 | Concrete for New Port. Germ Chamber | 11/21/2002 | 15300-00 | Concrete |
| 130145 | E-0 Concrete for E Hs Extension | 11/29/2002 | 15200-00 | Concrete/Gravel |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|--------|---|------------|----------|-----------------------------|--|
| 130146 | E-0 Labor for Concrete for Greenh Extension | 11/29/2002 | 15200-00 | Concrete/Gravel | |
| 189667 | Extend Roof & Supports f/ Relocation of Germ Chamb | 11/29/2002 | 15300-00 | Ghse Structural Improvement | |
| 243301 | Paper Shredder - Destroyit 4002 (IVBE) | 11/29/2002 | 15700-00 | Office Equipment | |
| 299839 | 2 - 9'x10' Rapid-Roll Greenhs Doors Model 230 | 11/29/2002 | 15400-00 | Doors | |
| 299845 | 12 Uprights f/ Germ Chamber - Machined & Galvanizd | 12/5/2002 | 15400-00 | Ghse Equip-Small 10 | |
| 130147 | E-0 Labor for Concrete for Greenh Extension | 12/12/2002 | 15200-00 | Concrete/Gravel | |
| 130148 | E-0 Concrete for Greenh Extension (Mertel) | 12/12/2002 | 15200-00 | Concrete/Gravel | |
| 130149 | Concrete for E-0 Extension | 12/12/2002 | 15200-00 | Concrete/Gravel | |
| 227382 | Paved West & North End Road | 12/12/2002 | 15010-00 | Driveway Repairs | |
| 299846 | Extension to Phone System | 12/12/2002 | 15400-00 | Small Equipment (10Y) | |
| 110090 | D-0 Expansion with a Cravo Retract-A-Roof Greenh | 12/15/2002 | 15200-00 | Concrete | |
| 110091 | D-0 Concrete for Expansion (Mertel) | 12/15/2002 | 15200-00 | Concrete | |
| 110092 | D-0 Labor for Concrete for Cravo Expansion | 12/15/2002 | 15200-00 | Concrete | |
| 110093 | D-0 Labor for Concrete for Cravo Expansion | 12/15/2002 | 15200-00 | Concrete | |
| 110094 | D-0 Concrete for Cravo Expansion (Mertel) | 12/15/2002 | 15200-00 | Concrete | |
| 299820 | Fixed Unstacker f/ 3 Robot lines (FW Sys) | 12/15/2002 | 15400-00 | Ghse Equip-Large 15 | |
| 299821 | Fixed Unstacker (FW Sys) | 12/15/2002 | 15400-00 | Ghse Equip-Large 15 | |
| 299822 | Rail for Overhead Stacker (FW Sys) | 12/15/2002 | 15400-00 | Other Equip-Small 07 | |
| 299823 | Overhead Unstacker f/ Containers w/plug sheets (FW) | 12/15/2002 | 15400-00 | Ghse Equip-Large 15 | |
| 299840 | Pump for North Lake | 12/27/2002 | 15400-00 | Other Equip-Small 07 | |
| 299841 | 12x12 Raynor Rolling Steel Fire Door(by GermCham) | 12/30/2002 | 15400-00 | Doors | |
| 299842 | PRIVA NutriJet System (Prins) | 12/30/2002 | 15400-00 | Ghse Equip-Large 15 | |
| 299843 | Auger Bucket 2210 w/ 36" Chute (Snook) | 12/30/2002 | 15400-00 | Other Equip-Small 07 | |
| 227384 | Moving, Grading & Upgrading West & North End Road | 12/31/2002 | 15010-00 | Driveway Repairs | |
| 299844 | 10 Rapid-Roll Doors Model 230 (9@10x9&1@12x9) | 12/31/2002 | 15400-00 | Doors | |
| 299851 | Controllers for C1-C8 Irrigation System | 1/16/2003 | 15400-00 | Ghse Equip-Large 15 | |
| 299848 | Urbanati Plug Tray Dispenser System | 1/23/2003 | 15400-00 | Ghse Equip-Small 10 | |
| 299849 | DBB Bale Shaver 230v 3 phase w/ Water Bar Attachmt | 1/23/2003 | 15400-00 | Ghse Equip-Large 15 | |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--|
| 299850 | Gamma Sowing Line 2 meter Insert after Sowing Drum | 1/23/2003 | 15400-00 | Other Equip-Small 07 |
| 299852 | Add'l Installation Expense of Asset#299819-299823 | 1/29/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299853 | Water Treatment Ozonizer System for Tanks in E-1 | 2/20/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299854 | 3 Interchangeable Plug Dislodgers f/ Dillen 72 | 2/27/2003 | 15400-00 | Other Equip-Small 07 |
| 299855 | 21 40"Echo System for A-0 | 2/27/2003 | 15400-00 | Ghse Systems-Secnd 15 |
| 130155 | Glass Greenhouse - E-0 | 3/6/2003 | 15200-00 | Greenhouses 30 |
| 299856 | 8 Holland Heaters f/ A-0 (440,000 btu) | 3/6/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299857 | Controllers f/ Irrigation System in A-0, E9-10 | 3/20/2003 | 15400-00 | Ghse Equip-Small 10 |
| 299858 | 340 Gro-Light System (Prins) | 4/10/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299859 | Antenna Transformers, Tuners, f/ Cart Tracking Sys | 4/17/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299860 | Raynor Series S-24 Steel Door - South Soil Room | 4/24/2003 | 15400-00 | Doors |
| 299861 | 33" Automatic Floor Scrubber | 4/29/2003 | 15400-00 | Small Equipment (10Y) |
| 110095 | Drainage System Mat'ls for D11-12 | 5/1/2003 | 15200-00 | Greenhouses 30 |
| 130152 | Drainage System E 11-12 | 5/1/2003 | 15200-00 | Greenhouses 30 |
| 258256 | Grnhs Softwr - f/ Remote Control of Irrigation Sys | 5/1/2003 | 15700-00 | Computer Software & Hardware (5 Years) |
| 110096 | Machine Rent f/ Ground Fill D 11-12 | 5/22/2003 | 15200-00 | Greenhouses 30 |
| 130150 | Equipment Rental f/ Constr of E 11-12 | 5/22/2003 | 15200-00 | Greenhouse & Systems (30 Years) |
| 130151 | Drainage System f/ E 11-12 | 5/22/2003 | 15200-00 | Greenhouses 30 |
| 299862 | 36 - 30" Echo Systems f/ E9-10 | 6/2/2003 | 15400-00 | Ghse Systems-Secnd 15 |
| 130153 | Ground Fill f/ Constr E 11-12 | 6/19/2003 | 15200-00 | Greenhouses 30 |
| 130154 | Equipment Rental f/ Constr. E 11-12 | 6/19/2003 | 15200-00 | Greenhouse & Systems (30 Years) |
| 299863 | Bal. on Asset #9591 Transplanter STS(Bot 2/25/99) | 6/30/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299864 | 500 Karsten Carts- ML Series | 7/3/2003 | 15600-00 | Carts (3Y) |
| 22024 | Shade System for A-0 House | 7/17/2003 | 15200-00 | Ghse- Energy Curtains |
| 258258 | Computer for Security Camera's - Pro Technologies | 7/24/2003 | 15700-00 | Computer Hardware |
| 285298 | Scissor Lift -17-19' DC , SKYJACK #SJ3219 | 7/24/2003 | 15600-00 | Lifts |
| 190120 | Concrete Igloo for Storage (Monolithic Construct.) | 7/31/2003 | 15600-00 | Concrete |
| 299868 | Shipping for Cutting Line - Asset # 299780 | 8/8/2003 | 15400-00 | Ghse Equip-Small 10 |
| 299869 | Mat'ls for C1-12 Irrigation System - Network | 8/28/2003 | 15400-00 | Other Equip-Small 07 |
| 299871 | Control Cable for Irrigation System (C1, C8) | 9/11/2003 | 15400-00 | Other Equip-Small 07 |
| 285300 | LZ27LKA Golf Cart (Smith) | 10/16/2003 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|-----------------------------------|
| 110106 | Earthwork - D11-12 - fill in pond & prepare f/foun | 10/23/2003 | 15200-00 | Greenhouses 30 |
| 227386 | New Road around E11-12 where pond filled. | 10/23/2003 | 15010-00 | Land Improvements 30 |
| 299873 | Controls for New Irrigation System | 10/28/2003 | 15400-00 | Other Equip-Small 07 |
| 110119 | Floor D 11-12 (Plastic to cover Concrete) (R&J) | 11/4/2003 | 15200-00 | Concrete |
| 110107 | Concrete Labor - D 11-12 (Davis Concrete) | 11/6/2003 | 15200-00 | Concrete |
| 130169 | Concrete Labor - E 11-12 (Davis Concrete) | 11/6/2003 | 15200-00 | Concrete/Gravel |
| 299874 | New Irrigation Control System for D 11-12, E 11-12 | 11/6/2003 | 15400-00 | Ghse Equip-Large 15 |
| 110108 | Concrete for Footings & Wall D11-12 (Mertel) | 11/13/2003 | 15200-00 | Concrete |
| 130170 | Concrete for Footings & Wall E11-12 (Mertel) | 11/13/2003 | 15200-00 | Concrete/Gravel |
| 299876 | New Irrigation System - Springfield (Nov, Dec) | 11/13/2003 | 15400-00 | Other Equip-Small 07 |
| 285301 | BOBCAT T-300 w/Tracks cab, 80"Bucket | 11/19/2003 | 15600-00 | Small Equipment (10Y) |
| 110109 | Equipment Rental for D11-12 Construction | 11/20/2003 | 15200-00 | Greenhouse & Systems (30 Years) |
| 299875 | Mtl's for New Irrigation System D11-12, E11-12 (Aut | 11/20/2003 | 15400-00 | Other Equip-Small 07 |
| 285302 | 2003 New Holland Backhoe w/ 24" Bucket | 11/21/2003 | 15600-00 | Heavy Equipment (15 Years) |
| 285303 | 2003 Skytrak Telescoping Forklift # 6036 | 11/21/2003 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 110110 | Concrete for Floor - D11-12 (Mertel) | 11/26/2003 | 15200-00 | Concrete |
| 110111 | Earthwork for D11-12 (Starline) | 11/26/2003 | 15200-00 | Greenhouses 30 |
| 130171 | Earthwork for E11-12 (Starline) | 11/26/2003 | 15200-00 | Land Improvements |
| 299877 | Compressors for Boiler Room (Kettman) | 11/26/2003 | 15400-00 | Small Equipment (10Y) |
| 110112 | Concrete Pumper for D11-12 Floor (Midwest LTD.) | 12/4/2003 | 15200-00 | Concrete |
| 110113 | Electrical Hookup for D9-10 (Springfield) | 12/4/2003 | 15200-00 | Ghse Systems-Primary 30 |
| 110114 | Concrete for Floor in D11-12 (Mertel) | 12/11/2003 | 15200-00 | Concrete |
| 299878 | 66 Roller Tables - Dbl R | 12/11/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299880 | 525 Moving Tables for D11-12 (VW Greenhs) | 12/11/2003 | 15400-00 | Ghse Equip-Large 15 |
| 110115 | Electrical Hookup Labor - D9-10 (Elmore) | 12/18/2003 | 15200-00 | Ghse Systems-Primary 30 |
| 110116 | Concrete for Floor in D11-12 (Mertel) | 12/18/2003 | 15200-00 | Concrete |
| 110117 | Earthwork for D11-12 (Starline) | 12/18/2003 | 15200-00 | Greenhouses 30 |
| 130173 | Earthwork for E11-12 (Starline) | 12/18/2003 | 15200-00 | Land Improvements |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--|
| 258274 | Interface f/ Programing Irrig Sys D11-12, E11-12 | 12/18/2003 | 15700-00 | Computer Software & Hardware (5 Years) |
| 299881 | 1500 Small Wheels for new Roller Bond D9-12 | 12/18/2003 | 15400-00 | Ghse Equip-Small |
| 110097 | Earth Work for D 11-12 - Starline Construction | 12/20/2003 | 15200-00 | Greenhouses 30 |
| 110098 | Earthwork (Fill in lake) for D11-12 Construction | 12/20/2003 | 15200-00 | Greenhouses 30 |
| 110099 | Earthwork (fill in lake) D11-12 Construction | 12/20/2003 | 15200-00 | Greenhouses 30 |
| 110100 | Greenhs Structure - D 9-12 Glass (Repl Cravo 9-10) | 12/20/2003 | 15200-00 | Greenhouses 30 |
| 110101 | Blackout Curtain System for D9-12 | 12/20/2003 | 15200-00 | Ghse- Energy Curtains |
| 110102 | Heating Hose for Floor in D9-12 | 12/20/2003 | 15200-00 | Ghse Systems-Secnd 15 |
| 110103 | Heating System for D9-12 | 12/20/2003 | 15200-00 | Ghse Systems-Primary 30 |
| 110104 | Roll-up Walls/Doors for D9-12 | 12/20/2003 | 15200-00 | Doors |
| 110105 | Concrete for D11-12 (Mertel) | 12/20/2003 | 15200-00 | Concrete |
| 130158 | Earthworks (fill in lake) for E11-12 Construction | 12/20/2003 | 15200-00 | Land Improvements |
| 130160 | Greenhouse Structure - E11-12 (Prins) | 12/20/2003 | 15200-00 | Greenhouses 30 |
| 130161 | Heating System for E11-12 | 12/20/2003 | 15200-00 | Ghse Systems-Primary 30 |
| 130162 | Roll-up Walls/Doors in E11-12 (Prins) | 12/20/2003 | 15200-00 | Doors |
| 130164 | Earthwork (fill in lake) E11-12 Contruccion | 12/20/2003 | 15200-00 | Land Improvements |
| 130166 | Earthwork for E11-12 Construction (Starline Con) | 12/20/2003 | 15200-00 | Land Improvements |
| 130167 | Concrete for Construction of E11-12 (Mertel) | 12/20/2003 | 15200-00 | Concrete |
| 130168 | Earthwork for Construction of E11-12 | 12/20/2003 | 15200-00 | Land Improvements |
| 299879 | Priva System for D9-12 & E 11-12 | 12/22/2003 | 15400-00 | Ghse Equip-Large 15 |
| 299882 | Wheel Assembly for Building Table Syst D11-12 | 12/22/2003 | 15400-00 | Ghse Equip-Large 15 |
| 110118 | Electrical Materials for D9-10 Hookup (Elect. Sup) | 12/29/2003 | 15200-00 | Ghse Systems-Primary 30 |
| 299883 | New Cooling System in Cooler - Bohn Mizer Scroll S | 12/29/2003 | 15400-00 | Ghse Equip-Large 15 |
| 243304 | Canon IR2200 Copier, Fax, Printer | 12/30/2003 | 15700-00 | Computer Hardware |
| 285304 | 2004 Yamaha 6-Passenger Golf Cart | 12/30/2003 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285306 | 90" Dozer Blade w/ Conversion | 12/30/2003 | 15600-00 | Landscape/Utility/Farm Equipment |
| 285307 | 72" Bobcat Sweeper w/ Gutter Brush | 12/30/2003 | 15600-00 | Landscape/Utility/Farm Equipment |
| 285308 | Yellow Cart - Wies | 12/30/2003 | 15600-00 | Small Equipment (10Y) |
| 285309 | Yellow Cart - Hou | 12/30/2003 | 15600-00 | Small Equipment (10Y) |
| 285310 | Yellow Cart - Steil | 12/30/2003 | 15600-00 | Small Equipment (10Y) |
| 285311 | Yellow Cart - Brandon | 12/30/2003 | 15600-00 | Small Equipment (10Y) |

| | | | | |
|--------|--|------------|----------|-----------------------------------|
| 285312 | Yellow Cart - Hoster | 12/30/2003 | 15600-00 | Small Equipment (10Y) |
| 299884 | Motorola Radio System - Radio One | 12/30/2003 | 15400-00 | Small Equipment (10Y) |
| 299886 | Drip Line System (Aisles, etc.) - Zwart Syst. | 12/30/2003 | 15400-00 | Ghse Equip-Small 10 |
| 285313 | Mitsubishi Forklift - FG18K-LP | 12/31/2003 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285314 | Mitsubishi Forklift - FG18K-LP | 12/31/2003 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 299887 | 600 HP Boiler & Stack for East Boiler Room (Prins) | 12/31/2003 | 15400-00 | Heavy Equipment (15 Years) |
| 299888 | 600 HP Boiler & Stack for West Boiler Room (Prins) | 12/31/2003 | 15400-00 | Heavy Equipment (15 Years) |
| 110120 | Concrete Work for D11-12 Floor (Preferred Concret) | 1/9/2004 | 15200-00 | Concrete |
| 110121 | Transport lines f/ Under-Floor Heating Syst D11-12 | 1/22/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 130174 | Transport lines f/ Under-Floor Heating Syst D11-12 | 1/22/2004 | 15200-00 | Greenhouses 30 |
| 299890 | Mat'l for Tables/Roller Bond - Magnum Pipe | 1/22/2004 | 15400-00 | Greenhouses & Systems |
| 110122 | Earthwork f/ D11-12 (Starline) | 1/29/2004 | 15200-00 | Greenhouses 30 |
| 130175 | Earthwork f/ E11-12 (Starline) | 1/29/2004 | 15200-00 | Land Improvements |
| 299891 | Fairbanks Morse Pump | 2/5/2004 | 15400-00 | Pumps (5Y) |
| 299892 | New Lights for Cooler - Springfield Electric | 2/5/2004 | 15400-00 | Other Equip-Small 07 |
| 299893 | Pipe Stand for Table Sytem in D11-12 - (Peru Tool) | 2/12/2004 | 15400-00 | Growing |
| 227388 | Trees - 3 - 8' Spruce, 4 - 5' Haika Locust | 2/19/2004 | 15010-00 | Land Improvements |
| 299894 | Roller Bond for A13-13 & D9-D12 | 2/19/2004 | 15400-00 | Other Equip-Small 07 |
| 299895 | Bal. on Asset # 299855 - 40" Echod/w No Control | 2/19/2004 | 15400-00 | Ghse Systems-Secnd 15 |
| 299896 | Bal. on Asset #299862 - 30" Echo System - No Contr | 2/19/2004 | 15400-00 | Ghse Systems-Secnd 15 |
| 130176 | Electrical f/ Irrigatn & Heatg Sys.- E11-12 (3pay) | 2/26/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299897 | TouchScreens for New Irrigation System | 2/26/2004 | 15400-00 | Computer Hardware |
| 110123 | Electrical f/ Irrigation & Heating D11-12 (Feb&M) | 3/4/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 110124 | Mat'l for D 11-12 Wiring (Springfield) | 3/4/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299898 | Ebb & Flood Pump (Color Pt) | 3/4/2004 | 15400-00 | Pumps (5Y) |
| 299899 | Tubing for C-Hs Irrigation System | 3/4/2004 | 15400-00 | Other Equip-Small 07 |
| 299900 | Gatorshield for Booms in D9-D12 (Prins) | 3/11/2004 | 15400-00 | Booms |
| 299901 | Line Brackets f/ Hotwatr Transport - D9-12, C10-11 | 3/18/2004 | 15400-00 | Other Equip-Small 07 |
| 110125 | Pipe for D9-12 (Columbia) | 3/25/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 110126 | Galvanized Beams for Corridor D12 to C12 | 3/25/2004 | 15200-00 | Greenhouses 30 |
| 299903 | Crane Rental to Install New Boiler | 3/25/2004 | 15400-00 | Heavy Equipment (15 Years) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|----------------------------|
| 299904 | Gas Line for New Boiler | 3/25/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 299905 | Booms for D9-12, E 11-12 (Cherry Creek) | 3/25/2004 | 15400-00 | Booms |
| 299906 | Bal. on Asset #299882. - D11-12 Table System | 3/25/2004 | 15400-00 | Growing |
| 299907 | Bridgeport 1HP Milling Machine - Series RAM, Verti | 3/25/2004 | 15400-00 | Other Equip-Small 07 |
| 299908 | Bridgeport 1HP Milling Machine - Series RAM, Verti | 3/25/2004 | 15400-00 | Other Equip-Small 07 |
| 110127 | Concrete Work for Pathway - D House | 4/1/2004 | 15200-00 | Concrete |
| 130177 | Elect. Mat'l for E11-12 (2pays - Springfield) | 4/1/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299909 | Concrete Work for West Boiler Room | 4/1/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 130178 | PVC Sewer Pipe for E 11-12 | 4/8/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 130179 | Gravel/Rock for E11-12 | 4/8/2004 | 15200-00 | Concrete/Gravel |
| 130180 | Electrical Mat'l for E11-12 (Springfield) | 4/8/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299910 | Mat'l for New Boiler in East Boiler Room | 4/8/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 299911 | Cable for Booms - Irrigation D11-12, E11-12 | 4/8/2004 | 15400-00 | Booms |
| 130181 | Black Pipe for Heating Syst. E10-12 | 4/15/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 130182 | Electrical Wk f/ Irrigat & Heatg Sys E11-12 (3pay) | 4/15/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299912 | Install Gas line for West Boiler Room | 4/15/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 110129 | Concrete for D11-12 (Mertel) | 4/22/2004 | 15200-00 | Concrete |
| 130183 | Concrete for E11-12 (4 pays) (Mertel) | 4/29/2004 | 15200-00 | Concrete/Gravel |
| 130184 | Gravel/Rock E11-12 (Starline) | 4/29/2004 | 15200-00 | Concrete/Gravel |
| 130185 | Electrical Mat'l f/ Irrigation & Heatg Sys E11-12 | 4/29/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 227389 | Work on Lake & road North of E11-12 - Machine Hire | 4/29/2004 | 15010-00 | Driveway Repairs |
| 299913 | 6 Motorola Radios | 4/29/2004 | 15400-00 | Small Equipment (10Y) |
| 299914 | Irrigation System Mat'l for C house | 4/29/2004 | 15400-00 | Other Equip-Small 07 |
| 130186 | Galvanized Pipe for Irrigation Sys E11-12 | 5/6/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 299915 | 4 Motorola P1225 Radios | 5/13/2004 | 15400-00 | Small Equipment (10Y) |
| 299916 | Controllers for Irrigation System | 5/14/2004 | 15400-00 | Other Equip-Small 07 |
| 110128 | Electrical for Irrigation & Heating Sys D11-12 | 5/27/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 130187 | Addn'l Paymt Black-Out Curtains - E11-12 | 5/27/2004 | 15200-00 | Ghse- Energy Curtains |
| 130188 | Ebb & Flood System E11-12 - Prins | 5/27/2004 | 15200-00 | Ghse Systems-Primary 30 |
| 21533 | Electrical Work for Controllers for Echos C 1-8 | 6/10/2004 | 15200-00 | Building Improvements |

| | | | | |
|--------|--|------------|----------|--------------------------------------|
| 299917 | 2 Carrier Air Conditioning Units Germ. Chamber | 6/10/2004 | 15400-00 | HVAC |
| 299918 | Mat'l for Irrigation System Controls | 6/17/2004 | 15400-00 | Other Equip-Small 07 |
| 299919 | 2 Motorola Radios | 6/30/2004 | 15400-00 | Small Equipment (10Y) |
| 227390 | Work on the Dam (Starline) | 7/22/2004 | 15010-00 | Land Improvements 30 |
| 299921 | Pressure Washer, 3000PSI | 7/22/2004 | 15400-00 | Landscape/Utility/Farm Equipment |
| 227391 | Work on Dam (Starline) | 8/5/2004 | 15010-00 | Land Improvements 30 |
| 227392 | Gravel for Road Behind Greenhouse (Starline) | 8/12/2004 | 15010-00 | Land Improvements 30 |
| 227393 | Concrete Pathway in Back of Greenhs for Mums (Dav) | 8/12/2004 | 15010-00 | Concrete |
| 227394 | Concrete Pathway in Back of Greenhouse (Mertel) | 8/26/2004 | 15010-00 | Concrete |
| 299922 | Zebra UPC Printer w/ Rewind (140xill Plus TT) | 8/26/2004 | 15400-00 | Computer Hardware |
| 227395 | Landscaping in Front of Facility (Tonica Nursery) | 9/1/2004 | 15010-00 | Land Improvements |
| 299923 | Electrical Hookup for New Boiler - East Boiler Rm | 9/1/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 227396 | Tree & Undergrowth Removal f/ Landscaping (Starl) | 9/9/2004 | 15010-00 | Land Improvements |
| 227397 | Outdoor Storage Area Expansion f/ Peat - North End | 9/9/2004 | 15010-00 | Land Improvements |
| 299952 | Heat Expansion System - Boiler Rm - Pumps,Parts | 9/16/2004 | 15400-00 | Heavy Equipment (15 Years) |
| 299924 | Irrigation System Interface for Booms & Echos | 10/21/2004 | 15400-00 | Booms |
| 299925 | Gas Powered Welder/Generator - Bobcat 225 - 20 hp | 10/21/2004 | 15400-00 | Generator |
| 299926 | New Transfer Switches f/ Generator & Moving Panels | 10/28/2004 | 15400-00 | Generator |
| 110130 | Construction to Bridge Access D-8 into Barn (RJ) | 11/3/2004 | 15200-00 | Concrete |
| 299953 | Pipe Insul. for Heat Expansn Sys - D11-12,E11-12 | 11/4/2004 | 15400-00 | Ghse Equip-Large 15 |
| 227398 | Resurface of Road's around Greenhouse (Advanced) | 11/11/2004 | 15010-00 | Driveway Repairs |
| 285324 | Personnel Carrier, 2 Person, Yellow PC-300-8SB | 11/19/2004 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285325 | Personnel Carrier, 2 Person, Yellow PC-300-8SB(2) | 11/19/2004 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299927 | 72 EZ Beam ECHO System (Cherry Creek) | 11/19/2004 | 15400-00 | Ghse Systems-Secnd 15 |
| 110131 | Concrete Work f/Bridge Access D-8 into Barn (Davis | 11/26/2004 | 15200-00 | Concrete |
| 274706 | 2005 FORD F250 Truck 4X4 White | 11/26/2004 | 15500-00 | Automobiles (5 Years) |
| 285326 | Stockchaser Cart (Green) (Allied Model TD 217) | 12/2/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|--------------------------------------|
| 285327 | Stockchaser Cart (Green) (Allied Model TD 217) | 12/2/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285328 | Stockchaser Cart (Green) (Allied Model TD 217) | 12/2/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285329 | Stockchaser Cart (Green) (Allied Model TD 217) | 12/2/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285330 | Stockchaser Cart (Green) (Allied Model TD 217) | 12/2/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285332 | Golf Cart - Tourmaster - Model B-100 | 12/2/2004 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 299928 | Gator Pipe for Rails for Booms in E-House | 12/2/2004 | 15400-00 | Booms |
| 299929 | Belcor 150X Taper w/ 3" Tape Heads & Lockg Caster | 12/2/2004 | 15400-00 | Other Equip-Small 07 |
| 299930 | Flat & Pot Filling Sys w/Dibble Conveyr-North Prod | 12/3/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299931 | Flat & Pot Filling Sys w/Dibble Conveyr-South Prod. | 12/3/2004 | 15400-00 | Ghse Equip-Large 15 |
| 227400 | New Sign at Rt. 89 Entrance (JFORCE) | 12/5/2004 | 15010-00 | Land Improvements |
| 110132 | Concrete f/ Bridge Access of D-8 into Barn (Mertel | 12/9/2004 | 15200-00 | Concrete |
| 299932 | Onsyte Xtra 5 Horticultural Thermo Printer w/Rewin | 12/9/2004 | 15400-00 | Computer Hardware |
| 227399 | Paving Between Mulch Pad & Pavemt North of Facilt | 12/16/2004 | 15010-00 | Building Improvements |
| 299933 | Pressure Washer - 3000PSI (RSC) | 12/16/2004 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299934 | Pressure Washer - 3000PSI (RSC) | 12/16/2004 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299935 | Pressure Washer - 3000PSI (RSC) | 12/16/2004 | 15400-00 | Landscape/Utility/Farm Equipment |
| 299937 | 4 - Model S8 Master 2.2G Inkjet Printers f/ Produc | 12/17/2004 | 15400-00 | Ghse Equip-Large 15 |
| 163010 | New Fixtures for Main Bathroom | 12/22/2004 | 15300-00 | Misc Bldg Impv 15 |
| 285333 | Scissor Lift 17-19 DC Skyjack SJIII-3219 | 12/28/2004 | 15600-00 | Lifts |
| 285334 | Mitsubishi Pneumatic Forklift - FG25N-LP | 12/28/2004 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285335 | MPV-60 Mid-Size Sweeper - American Lincoln | 12/28/2004 | 15600-00 | Small Equipment (10Y) |
| 299938 | Overhead Stacker f/ Handling Empty Benches & Rail | 12/28/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299939 | 4 Flat/Pot Robots incl. Forks f/ Dif. size pots | 12/28/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299940 | Fertilizer Injector - Priva NutriJet 100 | 12/28/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299941 | Electrical Mat'ls for Booms & Echos in E-House | 12/28/2004 | 15400-00 | Booms |
| 285336 | Personnel Carrier, 2 Person, Yellow PC-300-8SB | 12/29/2004 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285337 | Personnel Carrier, 2 Person, Yellow PC-300-8SB | 12/29/2004 | 15600-00 | Driveway Repairs |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|----------------------------------|
| 299942 | 34 Booms for Irrigation in E-Hs 1-8 | 12/29/2004 | 15400-00 | Booms |
| 299943 | Pipe, etc. for Irrigation System for North Fields | 12/29/2004 | 15400-00 | Ghse Equip-Large 15 |
| 163011 | Replaced compartments, screens for Main Bathroom | 12/31/2004 | 15300-00 | Misc Bldg Impv 15 |
| 299944 | Single Stack Plug Tray Dispenser w/ 1.3M Conveyor | 12/31/2004 | 15400-00 | Other Equip-Small 07 |
| 299945 | Stainless Steel Plug Tray Washer - 600 Trays/Hr. | 12/31/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299946 | Painted Steel Chemical Hopper w/ Endless Belts | 12/31/2004 | 15400-00 | Other Equip-Small 07 |
| 299947 | Painted Steel Chemical Hopper w/ Endless Belts | 12/31/2004 | 15400-00 | Other Equip-Small 07 |
| 299948 | Rebuild Plug Tray Filler w/ Vibrator, Hopper, Agit | 12/31/2004 | 15400-00 | Ghse Equip-Large 15 |
| 299949 | Urbinati Plug Tray Dispenser System | 12/31/2004 | 15400-00 | Small Equipment (10Y) |
| 299950 | Conveyor - Model 190RB - Allied Handling Equip. | 12/31/2004 | 15400-00 | Other Equip-Small 07 |
| 299951 | Car Lift (Truck & Auto Supply) | 12/31/2004 | 15400-00 | Lifts |
| 299956 | Hose for New Booms - E 1-8 (Columbia) | 1/20/2005 | 15400-00 | Booms |
| 299957 | Shipping for Echos - Asset #299927 | 1/27/2005 | 15400-00 | Ghse Systems-Secnd 15 |
| 299958 | 1" EMT Tubing for E- Hs 1-8 Booms & Echos | 2/10/2005 | 15400-00 | Booms |
| 299959 | Materials for Booms - E-Hs 1-8 (Dbl R) | 2/24/2005 | 15400-00 | Booms |
| 299960 | Electrical Labor for Echos - E-Hs 1-8 | 2/24/2005 | 15400-00 | Ghse Systems-Secnd 15 |
| 299961 | E - Hs 11-12 Irrigation System Controls | 3/3/2005 | 15400-00 | Other Equip-Small 07 |
| 299962 | Booms & Echos Plumbing for E-House | 3/3/2005 | 15400-00 | Booms |
| 299963 | Hangars for Echos in E-House (Prins) | 3/10/2005 | 15400-00 | Ghse Systems-Secnd 15 |
| 299964 | Original Start-Up Burnham Steam Boilers-1east, 1wes | 3/17/2005 | 15400-00 | Heavy Equipment (15 Years) |
| 258287 | HP LJ 4250TN Printer (f/ Cart Tags for Home Depot) | 3/31/2005 | 15700-00 | Computer Hardware |
| 299966 | Yellow Control Cable for Booms - E-House | 3/31/2005 | 15400-00 | Booms |
| 299968 | Electrical Hook-up f/ Booms, E-Hs 1-12, D-Hs 11-12 | 4/14/2005 | 15400-00 | Booms |
| 299967 | Jack Hammer for BobCat - Kent K4 HydBak sn:1498 | 4/15/2005 | 15400-00 | Landscape/Utility/Farm Equipment |
| 227402 | New Road Out Back | 5/12/2005 | 15010-00 | Land Improvements 30 |
| 299969 | Electrical Hookup-Booms&Echos E 1-8, 11-12 & D11-12 | 5/12/2005 | 15400-00 | Booms |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|--------|--|------------|----------|----------------------------------|--|
| 299971 | Labor for Controllers (Echos&Booms, etc.) (Fernand | 6/2/2005 | 15400-00 | Booms | |
| 299972 | Mortar Mixer - 8-9 CU FT Meter Out (RSC) | 6/17/2005 | 15400-00 | Other Equip-Small 07 | |
| 227404 | Mum Fields Outside - Concrete Work | 7/14/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227405 | Mum Fields Outside - Gravel | 7/14/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227406 | Mum Fields - Outside - Concrete | 7/21/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227407 | Mum Fields - Outside - Gravel - Tri-Con | 7/21/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227408 | Mum Fields - Outside - Concrete & Matr'ls (2 Inv.) | 7/21/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227409 | Mum Fields - Outside - Reinforcing Rod f/Concrete | 7/21/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227410 | Mum Fields - Outside - Gravel (Starline) | 7/28/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227411 | Mum Fields - Outside - 3/8" Reinforcing Rod | 7/28/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 227412 | Mum Fields - Outside - Concrete (Mertel) | 7/28/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 140012 | Electrical Line Extension to L-House (Ameren) | 8/29/2005 | 15200-00 | Ghse Systems-Primary 30 | |
| 299980 | 2004 Portable Generator for Mumfield (on Trailer) | 9/2/2005 | 15400-00 | Generator | |
| 299981 | KartKeeper Portable Unit - AIS | 9/6/2005 | 15400-00 | Ghse Equip-Small 10 | |
| 163012 | Remodeling 2 Upstairs Bathrooms | 9/8/2005 | 15300-00 | Misc Bldg Impv 15 | |
| 285343 | Auger Attachment & Bit for Bobcat Skidsteer (RSC) | 9/15/2005 | 15600-00 | Landscape/Utility/Farm Equipment | |
| 227413 | Mum Fields - Outside - Gravel f/ Drainage (Starlin) | 9/29/2005 | 15010-00 | Ghse Systems-Secnd 15 | |
| 299983 | ControlLink Modules to Network E-Hs Irrigation Sys | 10/6/2005 | 15400-00 | Other Equip-Small 07 | |
| 190121 | New Building Gear 240V System f/Electricity | 10/28/2005 | 15600-00 | Other Buildings 30 | |
| 190122 | Materials f/ Electrical System 240V f/Blr Rm& L-Hs | 11/25/2005 | 15600-00 | Other Buildings 30 | |
| 190123 | Electrical Hookup f/ New Boiler Rm. - L-Hs level | 11/25/2005 | 15600-00 | Other Buildings 30 | |
| 299984 | Cutting Machine w/Gardena Knife Option, & Conveyor | 11/30/2005 | 15400-00 | Ghse Equip-Large 15 | |
| 190126 | Concrete f/ Footings f/ Boiler Rm (L-Hs level) | 12/1/2005 | 15600-00 | Concrete | |
| 190127 | Concrete Labor f/ Boiler Rm Floor (L-level) | 12/8/2005 | 15600-00 | Concrete | |
| 285344 | BOBCAT T-300 w/ 80" Bucket, 72" Roller - Like property for Exchange No. 33 | 12/9/2005 | 15600-00 | Small Equipment (10Y) | |
| 258291 | Zebra 140 XIII PlusThermal Printer f/Tags | 12/15/2005 | 15700-00 | Computer Hardware | |

| | | | | |
|--------|--|------------|----------|-------------------------|
| 285345 | JD 4X2 TX Gator w/ HDAP Tires | 12/15/2005 | 15600-00 | Small Equipment (10Y) |
| 140001 | L-House - Structure | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140002 | Ebb & Flood System (Prins)(Contract) | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140003 | Ventilation System Roof f/ L-House (Contract) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140004 | Roof Curtains f/ L-House (Part.) (Contract) | 12/20/2005 | 15200-00 | Ghse- Energy Curtains |
| 140006 | Building Permit (Putnam County Circuit Clerk) L-Hs | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140010 | Fittings f/ Underground Drainage f/L-Hs | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140011 | Concrete Labor f/ L-House (Davis) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140013 | Gravel f/ L-House | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140014 | Concrete f/ L-House | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140015 | Polyethelene Tubing, 3/4" f/Heating Syst. - L-Hous | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140016 | Gravel f/ L-House | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140017 | Concrete f/ L-House (Mertel) | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140018 | Materials for L-House Construction | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140019 | Rock for L-House | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140020 | Haul Gravel f/ L-House | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140021 | Concrete Labor f/ L-House (SpenceDavis) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140022 | Labor f/ L-House Construction | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140023 | Haul Gravel f/ L-House (Gensini) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140024 | Haul Gravel f/ L-House (Dbi M) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140025 | Gravel f/ L-House (Tri-Con) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140026 | Concrete Labor f/L-House (SpencDavis) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140027 | PVC (Var.) f/ L-House Underground Electrical Syst. | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140029 | Concrete f/ L-House | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140030 | Concrete f/ L-House (mertel) | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140031 | Concrete f/ L-House (Mertel) | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140032 | Concrete Labor f/ L-House (SpenceDavis) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140033 | Concrete Labor f/ L-House (Davis) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140034 | PVC Flex f/ L-House Drainage System | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140035 | PVC 6x20 Pipe f/L-House Drainage Sys | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140036 | Concrete f/ L-House (Mertel) | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140038 | Concrete f/ L-House (Mertel) | 12/20/2005 | 15200-00 | Concrete/Gravel |
| 140039 | Gravel & Equipment Rental (Starline) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 140040 | Conduit & PVC f/ Underground Service to L-House | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|--|
| 140041 | Dura Flex Application to Water Tank (L-Hs) | 12/20/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140043 | Gravel & Machine Rental - L-Hs (Starline) | 12/20/2005 | 15200-00 | Greenhouses 30 |
| 190125 | Concrete & Gen. Labor f/ Boiler Rm (SpenceDavis) | 12/20/2005 | 15600-00 | Concrete |
| 140042 | PVC Conduit f/ Underground Electrical f/L-Hs(2inv) | 12/21/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 140044 | Panelboard & Conduit f/Electrical Serv f/L-Hs(2inv) | 12/21/2005 | 15200-00 | Ghse Systems-Primary 30 |
| 190128 | Concrete f/ Floor in Boiler Rm (L level) | 12/21/2005 | 15600-00 | Concrete |
| 299985 | Controller for New Irrigation Boom (Hector) | 12/21/2005 | 15400-00 | Booms |
| 140045 | Stainless Steel Staples f/ L-Hs Construction | 12/22/2005 | 15200-00 | Greenhouses 30 |
| 190129 | Labor & Mat'ls f/ Boiler Rm - L-Hs Level (DavisC.) | 12/22/2005 | 15600-00 | Other Buildings 30 |
| 299987 | Disinfecting Unit f/T1500E CrateWashr(Asset#299945) | 12/22/2005 | 15400-00 | Other Equip-Small 07 |
| 140046 | Black Ground Cover f/over Gravel Floor f/L-Hs | 12/28/2005 | 15200-00 | Ghse- Ground Cover Fabric 05 |
| 140047 | Mat'ls f/ Electrical Service f/ L-Hs (2 Invoices) | 12/28/2005 | 15200-00 | Ghse- Ground Cover Fabric 05 |
| 299988 | S/S Sub Irrigator- 8' long w/16"wide plastic chain | 12/28/2005 | 15400-00 | Other Equip-Small 07 |
| 299989 | S/S Sub Irrigator- 8' long w/16"wide plastic chain | 12/28/2005 | 15400-00 | Other Equip-Small 07 |
| 140048 | Pinions w/Gear Racks f/ L-Hs Construction | 12/30/2005 | 15200-00 | Ghse- Ground Cover Fabric 05 |
| 190124 | Steel Building 50' W x 100' L x 20' Tall (L level) | 12/30/2005 | 15600-00 | Other Buildings 30 |
| 227414 | Gas Line Service to L-Hs Range (4"Plastic)(Amren) | 12/30/2005 | 15010-00 | Ghse Systems-Secnd 15 |
| 258293 | HP DESIGNJET 500 42" Printer (LVW) | 1/10/2006 | 15700-00 | Computer Hardware |
| 140050 | L- House Construction Labor - Spencer Davis | 1/19/2006 | 15200-00 | Greenhouses 30 |
| 299993 | Wi-Fi Point & Bridge (35) System - Outdoor | 1/31/2006 | 15400-00 | Doors |
| 140051 | Skyjack Scissor Lift Rental f/ Glazing Glass- L-Hs | 2/2/2006 | 15200-00 | Greenhouses 30 |
| 140052 | Labor f/Construction - L-House (Feb-Apr) | 2/2/2006 | 15200-00 | Greenhouses 30 |
| 258295 | Software - Autocad Lt Upg - (for LVW) | 2/9/2006 | 15700-00 | Computer Software & Hardware (5 Years) |
| 140053 | Concrete for L-Hs Aisles, etc. (4 Inv.-Mertel) | 2/16/2006 | 15200-00 | Concrete/Gravel |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|-------------------------|
| 140054 | Labor f/Concrete & other) 2-Inv. (Jack Davis Con) | 2/23/2006 | 15200-00 | Greenhouses 30 |
| 299994 | 2 - Line Scanner Syst w/Software for North Prod. | 2/23/2006 | 15400-00 | Computer Hardware |
| 299995 | Steel Pallet Racking w/Wire Mesh Decks | 2/27/2006 | 15400-00 | Ghse Equip-Large 15 |
| 140056 | Electrical Materials for New Pump f/ L-House | 3/2/2006 | 15200-00 | Greenhouse & Systems |
| 140060 | Downspouts f/ L-House (Columbia) | 3/2/2006 | 15200-00 | Greenhouses 30 |
| 140061 | Mat'ls f/ L-House Construction | 3/2/2006 | 15200-00 | Greenhouses 30 |
| 190130 | Electrical f/ New North Boiler Room | 3/2/2006 | 15600-00 | Ghse Systems-Primary 30 |
| 299997 | Boom & Gutter Project - Powder Coated Gutters | 3/2/2006 | 15400-00 | Booms |
| 140055 | Labor f/ Glazing Glass on L-House (Bert Blok) | 3/6/2006 | 15200-00 | Greenhouses 30 |
| 140062 | Labor f/ L-House Construction (Prins) | 3/9/2006 | 15200-00 | Greenhouses 30 |
| 140057 | Water Pump f/L-House (Crown Mdl PO6LC-13B) | 3/16/2006 | 15200-00 | Pumps (5Y) |
| 140059 | Mat'l f/ Water & Irrigation System in L-House | 3/16/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 299998 | Priva Integro Extension w/Motor Emergency Lmt Swch | 3/16/2006 | 15400-00 | Ghse Equip-Large 15 |
| 299999 | 14x14 Raynor Series White Steel Door | 3/16/2006 | 15400-00 | Doors |
| 140064 | Lodging f/Labor f/ L-House Construction | 3/27/2006 | 15200-00 | Greenhouses 30 |
| 140063 | Labor f/ L-House Construction (Prins) | 3/30/2006 | 15200-00 | Greenhouses 30 |
| 140067 | Gravel for L-House (Starline) | 3/30/2006 | 15200-00 | Greenhouses 30 |
| 300001 | Boom Rails (18,588 FT.) f/ L-House 120x60mm, 10 ga. | 3/30/2006 | 15400-00 | Booms |
| 300002 | Water Softener (Culligan) SM - 61-1 | 3/30/2006 | 15400-00 | Other Equip-Small 07 |
| 300003 | MVP (F/Water) Conversion f/Plant | 3/30/2006 | 15400-00 | Other Equip-Small 07 |
| 140005 | Roof Curtains f/L-House (Bal. - Part. Asst#140004) | 3/31/2006 | 15200-00 | Ghse- Energy Curtains |
| 140007 | Blackout Cloth (in place of Standard)(Prins) | 3/31/2006 | 15200-00 | Ghse- Energy Curtains |
| 140068 | Gutter Boom Rail Brackets & Rail Brackets(Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 140069 | Labor f/ L-House Construction (Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 140070 | T Console f/ L-Hs Gutter Downspout Support(Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 140083 | Roll-up Walls f/ L-House (Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 140084 | Labor f/ Roll-up Walls f/ L-House (Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 140085 | Divider Wall 907' f/ L-House (Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|-----------------------------------|
| 140086 | Spring Connections Shade System f/ L-House (Prins) | 3/31/2006 | 15200-00 | Greenhouses 30 |
| 300004 | Electrical Installation of 2 Roll Doors - E-9 | 4/6/2006 | 15400-00 | Doors |
| 140065 | Mat'l f/Electrical f/L-House (Springfield-Var.Inv) | 4/13/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 140074 | Mat'l f/ L-House (Fastenal) | 4/13/2006 | 15200-00 | Greenhouses 30 |
| 140081 | Labor f/ L-House Construction (Prins) | 4/13/2006 | 15200-00 | Greenhouses 30 |
| 300005 | Electrical Materials for Lando Land Prod. Room | 4/13/2006 | 15400-00 | Other Equip-Small 07 |
| 300006 | Hose & Rollers for Booms in L-House | 4/13/2006 | 15400-00 | Booms |
| 300007 | Electrical Materials f/ Lando Land Production Rm | 4/13/2006 | 15400-00 | Other Equip-Small 07 |
| 140073 | Hauling of Gravel (From Tri-Con) L-Hs (Sondgeroth) | 4/20/2006 | 15200-00 | Greenhouses 30 |
| 299992 | Pump Station and Control Panel (Power & Flow Sol.) | 4/20/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300008 | Add'l 27' of Soil Conveyor Belts f/ North Product. | 4/20/2006 | 15400-00 | Other Equip-Small 07 |
| 300009 | Lights (replaced) f/ all Barns (1,2,3) | 4/20/2006 | 15400-00 | Ghse Equip-Large 15 |
| 140076 | Mat'ls f/ L-House Construction | 4/27/2006 | 15200-00 | Greenhouses 30 |
| 258298 | 3 - HP IPAQ RX1950 Palm P. F/Wireless Irrig. Systm | 4/27/2006 | 15700-00 | Computer Hardware |
| 300010 | 10 Booms for L-House | 4/27/2006 | 15400-00 | Booms |
| 300012 | Transplant System f/ North 2 Prod. (Lando L)Convey | 4/27/2006 | 15400-00 | Ghse Equip-Large 15 |
| 130190 | Electrical Materials for Lando Land Prod. Hookup | 5/4/2006 | 15200-00 | Greenhouse & Systems |
| 140066 | Mat'ls f/ Irrigatn Syst. - L-Hs (Utility Eq. 4-Inv | 5/4/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 140077 | Hose Clamps f/ L-House Irrigation Syst. | 5/4/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 300020 | Repeater and Radio System | 5/4/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300021 | Electrical Labor - North2 Production (Lando L) | 5/4/2006 | 15400-00 | Other Equip-Small 07 |
| 300022 | Booms f/ L-House | 5/4/2006 | 15400-00 | Booms |
| 300023 | Red Rubber Hose, Air/Water - L-House Booms | 5/4/2006 | 15400-00 | Booms |
| 140078 | Equipment Rental f/ L-House Construction | 5/11/2006 | 15200-00 | Greenhouses 30 |
| 300013 | Urbanati Model RW2100 Transplant Syst. - North2 Pr | 5/11/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300014 | HD Tray/Pot Filler w/ Hop,agitr,etc - North2(Lando | 5/11/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300015 | HD Tray/Pot Filler w/ Hop,agitr,etc - North2(Lando | 5/11/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300016 | Fork Lift Pot Handler | 5/11/2006 | 15400-00 | Forklift/Tugger/Scissorlift (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|--|
| 300017 | 16 Custom Steel Tracking Trailers w/shelves | 5/11/2006 | 15400-00 | Ghse Equip-Small |
| 300018 | 18 Custom Aluminum Top for Tracking Trailers | 5/11/2006 | 15400-00 | Ghse Equip-Small |
| 300019 | Photo Eye & Mat'ls f/ North2 Prod. (LandoL) | 5/11/2006 | 15400-00 | Other Equip-Small 07 |
| 300024 | 2 -Roll-Up Doors -1 Predator & 1 Fast Seal- E-9 Hs | 5/11/2006 | 15400-00 | Doors |
| 300025 | Materials for Electrical in North2 Production | 5/11/2006 | 15400-00 | Other Equip-Small 07 |
| 300027 | Dimple Plates for Transplanters | 5/11/2006 | 15400-00 | Ghse Equip-Large 15 |
| 140071 | Electrical Labor f/ L-House (Elmorre) | 5/17/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 140058 | Metering Pump f/ Acid/Chlorine Injection | 5/18/2006 | 15200-00 | Pumps (5Y) |
| 140075 | Electrical Mat'ls f/ L-House (All Control) | 5/18/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 140079 | 2 Mixer/Injectors f/ L-Hs Irrigation System | 5/18/2006 | 15200-00 | Pumps (5Y) |
| 140082 | Labor Expense f/ L-House Construction(Prins) | 5/18/2006 | 15200-00 | Greenhouses 30 |
| 140072 | Gravel f/ L-Houses (Filling in low Spots) (Tri-Con) | 5/25/2006 | 15200-00 | Greenhouses 30 |
| 300028 | RW 2100 Transplanter Labor | 6/1/2006 | 15400-00 | Other Equip-Small 07 |
| 140080 | Pump System f/ L-Hs Irrigation System | 6/8/2006 | 15200-00 | Pumps (5Y) |
| 300029 | New Pump Station Controls (Toughsonic Ultrasonic) | 6/15/2006 | 15400-00 | Other Equip-Small 07 |
| 300030 | Item Scanners for Lines | 6/21/2006 | 15400-00 | Computer Hardware |
| 300044 | PRESSURE WASHER, 3000PSI, 3.0PSI,9 | 7/6/2006 | 15400-00 | Landscape/Utility/Farm Equipment |
| 300045 | PRESSURE WASHER, 3000PSI, 3.0PSI,9 | 7/6/2006 | 15400-00 | Landscape/Utility/Farm Equipment |
| 140087 | Materials for Electrical Hookup - L-House | 7/13/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 140088 | Electrical Labor for L-House hookup - Elmore | 7/13/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 285359 | 2003 TEREX HR16 MINI-EXCAVATOR - Like property for Exchange No. 5 | 7/19/2006 | 15600-00 | Heavy Equipment (15 Years) |
| 285360 | 2006 TRAILER (B-B MODEL DT81X14E702) | 7/19/2006 | 15600-00 | Trailer (5Y) |
| 140089 | HP Softstart for L-House Electrical - Springfield Electric | 7/20/2006 | 15200-00 | Greenhouses & Systems |
| 258299 | Software - AirMagnet Surveyor Standard | 8/10/2006 | 15700-00 | Computer Software & Hardware (5 Years) |
| 300046 | 8 - RapidRoll 230 High Performance Industrial Door - Interior Drs | 8/10/2006 | 15400-00 | Doors |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--------------------------------------|
| 300047 | Sky Sentry Storm Alert Radar Package (from Priva) | 8/10/2006 | 15400-00 | Other Equip-Small 07 |
| 140090 | Labor on L-House Contract - Prins | 9/1/2006 | 15200-00 | Greenhouses 30 |
| 227416 | Gravel for Storage Lot out by Mum Fields - G&J Fertilizer | 9/21/2006 | 15010-00 | Ghse Systems-Secnd 15 |
| 300048 | 40 HP 480V Encl Soft Start (Pump Starter) | 9/21/2006 | 15400-00 | Pumps (5Y) |
| 300049 | Controllers for Echos & Booms (built by Fernando) | 9/30/2006 | 15400-00 | Booms |
| 227417 | Gravel for Storage Lot out by Mum Fields - Starline | 10/12/2006 | 15010-00 | Ghse Systems-Secnd 15 |
| 285361 | Personnel Carrier, 48 Volt, Pack Mule | 10/19/2006 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285362 | Personnel Carrier, 48 Volt, Pack Mule | 10/19/2006 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285363 | Personnel Carrier, 48 Volt, Pack Mule | 10/19/2006 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285364 | Personnel Carrier, 48 Volt, Pack Mule | 10/19/2006 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300050 | Superior 80" Rear Door (#4 Boiler Refractory) | 10/19/2006 | 15400-00 | Doors |
| 300051 | WIFI for L-House (HyperAmp, etc.) | 10/26/2006 | 15400-00 | Other Equip-Small 07 |
| 300052 | HEATERS (BIOTECH RESEARCH) | 10/26/2006 | 15400-00 | Other Equip-Small 07 |
| 300055 | Conveyor - Hytrol model RB 32' L. x 18" W.belt w/ 1 HP motor. | 11/9/2006 | 15400-00 | Other Equip-Small 07 |
| 300056 | Energy Shade System for A9-12 & C7-12 | 11/9/2006 | 15400-00 | Ghse- Energy Curtains 10 |
| 285365 | Boxer 1.0 Diesel Fork Truck w/Cushion Stabilizer & Twin Front Wheels | 11/17/2006 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 285366 | Boxer 1.0 Diesel Fork Truck w/Cushion Stabilizer & Twin Front Wheels | 11/17/2006 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 300053 | Materials for Irrigation Systems - HP IPAQ HX2490B (6 Units) | 11/22/2006 | 15400-00 | Other Equip-Small 07 |
| 258302 | DELL COMPUTER (FOR FERNANDO) | 11/30/2006 | 15700-00 | Computer Hardware |
| 140091 | Pipe & Fittings for Ebb/Flood Floor for L-House | 12/14/2006 | 15200-00 | Ghse Systems-Primary 30 |
| 300057 | 2 Custom Upgrade to Trailer Loader System (Includ. pusher, pot forks, etc. | 12/15/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300058 | Loading Robot System. (Inc. Robot, Buffer Conveyors, Trailer transport mechanism | 12/15/2006 | 15400-00 | Ghse Equip-Large 15 |
| 179070 | Albany Door System in Shipping Barn (JLRC-C00412) | 12/22/2006 | 15300-00 | Doors |
| 179071 | Labor to Install Albany Door (Asset #179070) | 12/22/2006 | 15300-00 | Doors |

| | | | | |
|--------|--|------------|----------|-----------------------|
| 300060 | 90 YD SOIL MIXING SYSTEM (for Soil Room) | 12/22/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300061 | Cusom Motor Drive Unit Replac. for Flier Soil System(to speed up f/ New Soil Sys | 12/22/2006 | 15400-00 | Other Equip-Small 07 |
| 300062 | Lights - T8, 4' Compact Modular High Performance f/ Storage Barn, etc. | 12/22/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300063 | Controllers for Irrigation System - Materials (Omron Electronics) | 12/22/2006 | 15400-00 | Ghse Equip-Large 15 |
| 350001 | Rebar & mat'ls for Faganland(Receiving Docks) | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350002 | Building Permit for Barn/Receiving Docks(Faganland) | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350003 | Concrete Labor for Faganland | 12/22/2006 | 15300-00 | Concrete |
| 350004 | 8" Wall Ties for Faganland | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350005 | Hauling Gravel for Faganland | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350006 | Hauling Gravel for Faganland | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350007 | Concrete for Faganland (Receiving Docks/Barn) | 12/22/2006 | 15300-00 | Concrete |
| 350008 | Concrete Labor for Faganland | 12/22/2006 | 15300-00 | Concrete |
| 350009 | Grinder with Operator for Faganland Floor | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350010 | Steel Building 100' X 475' - Castner Steel Buildings | 12/22/2006 | 15300-00 | Other Buildings 30 |
| 350011 | 10 - 9 x 9 Raynor Series ThermaSeal Steel Doors, 1 14 x 14 Door | 12/22/2006 | 15300-00 | Doors |
| 300064 | 2 Little David Tape Machines (Champion Container) | 12/27/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300065 | Hanger Brackets for Heating Units - New House? | 12/28/2006 | 15400-00 | Ghse Equip-Large 15 |
| 300066 | Controllers for Irrigation System - A&B | 12/28/2006 | 15400-00 | Ghse Equip-Large 15 |
| 285368 | BOBCAT T-300 w/ 80" Bucket, 72" Roller - Boot for Exchange No. 33 | 1/22/2007 | 15600-00 | Small Equipment (10Y) |
| 179072 | Freight Bal Due on Albany Door(Asset # 179070) | 2/1/2007 | 15300-00 | Doors |
| 190139 | Rebar for Tank Pad for Alternate Heat Sys. - Gerdau Ameristeel | 2/1/2007 | 15600-00 | Other Buildings 30 |
| 190140 | Concrete Labor for Water Tank Pad - J Davis Concrete | 2/1/2007 | 15600-00 | Concrete |
| 190141 | Concrete Labor for Tank Pad f/ Alternate Heat. Sys. - SD Concrete | 2/1/2007 | 15600-00 | Concrete |
| 190142 | Equipment Rental - Smooth Drum Roller - Tank Pad | 2/1/2007 | 15600-00 | Other Buildings 30 |
| 190143 | Peat Gravel for Pipes & Tank Pad | 2/1/2007 | 15600-00 | Other Buildings 30 |
| 190144 | Conveyor for Concrete for Water Tank Pad | 2/1/2007 | 15600-00 | Concrete |

| | | | | |
|--------|--|-----------|----------|-------------------------|
| 190145 | Concrete for Water Tank Pad - Mertel Gravel | 2/1/2007 | 15600-00 | Concrete |
| 190147 | Materials for Water Tank (Builder's Choice) | 2/1/2007 | 15600-00 | Other Buildings 30 |
| 190151 | Hot Water Storage Tank (1,000,000) (Thermo Energy) | 2/1/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190153 | Tank Ring & Labor Expenses (Thermo Energy) | 2/1/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190155 | Black Pipe - ferro therm Di (10"x14" & 8"x12") | 2/1/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 300069 | Materials for Control Panels for Echo/Boom System | 2/1/2007 | 15400-00 | Booms |
| 350019 | Model EM Edge of Dock Levelers, 30,000lb., 72" wide incl Labor | 2/1/2007 | 15300-00 | Heavy Equipment (15Y) |
| 300070 | Labor for Programming and assembling Controllers for Echo/Boom Sys | 2/2/2007 | 15400-00 | Booms |
| 300072 | Camera System - 16 chanel w/ remote software | 2/15/2007 | 15400-00 | Other Equip-Small 07 |
| 300073 | Wireless Access for Control Panels | 2/22/2007 | 15400-00 | Other Equip-Small 07 |
| 140093 | Pipe for Ebb & Flood System for L-Hs 1-4(13.5 acres) | 2/23/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 350012 | Labor on Lunchroom Faganland Docks (Coble) | 3/1/2007 | 15300-00 | Other Buildings 30 |
| 350013 | Sub-Plumbing for Bathrooms in Faganland Docks(Grassers) | 3/1/2007 | 15300-00 | Other Buildings 30 |
| 140094 | Concrete Labor for L-Hs 3-4, Ebb & Flood System | 3/2/2007 | 15200-00 | Greenhouses 30 |
| 350014 | Electrical Power & Hookup in Faganland Docks(north docks) | 3/2/2007 | 15300-00 | Other Buildings 30 |
| 350015 | Concrete for Faganland (North) Docks | 3/2/2007 | 15300-00 | Concrete |
| 130191 | Power hookup to North 2 Production Area (in E-Hs) | 3/8/2007 | 15200-00 | Greenhouse & Systems |
| 140095 | Concrete Labor for L-Hs Ebb & Flood System | 3/8/2007 | 15200-00 | Greenhouses 30 |
| 140096 | Concrete Labor for L-Hs Ebb & Flood System | 3/8/2007 | 15200-00 | Greenhouses 30 |
| 140098 | Rebar & Plastic (under concrete) f/ L-Hs Floor | 3/8/2007 | 15200-00 | Greenhouses 30 |
| 190172 | 208 Volt Level Control Panel for 800,000 gal. Tank | 3/8/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 350017 | Lunchroom (Materials) in Faganland (North) Docks | 3/8/2007 | 15300-00 | Other Buildings 30 |
| 130192 | Power hook-up to North 2 Production Area (E-Hs) | 3/15/2007 | 15200-00 | Greenhouse & Systems |
| 227418 | Trees (5 - Austrian Pine & 4 Colorado Spruce) | 3/15/2007 | 15010-00 | Land Improvements |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|-------------------------|
| 300076 | Materials for Control Panels for Irrigation System | 3/16/2007 | 15400-00 | Other Equip-Small 07 |
| 130193 | Electrical Hookup to North 2 Production Area (E-Hs) | 3/23/2007 | 15200-00 | Greenhouse & Systems |
| 130194 | Materials for Electrical to North 2 Production Area (E-Hs) | 3/23/2007 | 15200-00 | Greenhouse & Systems |
| 140099 | Concrete for L-Hs 3-4 (Mertel) | 3/23/2007 | 15200-00 | Concrete/Gravel |
| 140100 | Labor for Up&Down Heating Syst. in L-House 3-4 (Elmore) | 3/23/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 300075 | Materials for Controllers for Irrigation System | 3/23/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300077 | Balder Brakes for New Booms for L-House | 3/23/2007 | 15400-00 | Booms |
| 350016 | Electrical Labor for Faganland | 3/23/2007 | 15300-00 | Other Buildings 30 |
| 350020 | Architect Design for Bathroom in Faganland Docks | 3/23/2007 | 15300-00 | Other Buildings 30 |
| 300068 | Materials for Control Panels for Echo/Boom System | 3/30/2007 | 15400-00 | Booms |
| 140097 | Concrete Labor for L-Hs Ebb & Flood System | 4/6/2007 | 15200-00 | Greenhouses 30 |
| 350018 | Goodman ARPF30301A Air Handler, etc. for Lunchroom in Faganland | 4/6/2007 | 15300-00 | HVAC |
| 140101 | Equipment Rental - Case 460 Trencher | 4/12/2007 | 15200-00 | Greenhouses 30 |
| 140102 | Equipment Rental - Allen Riding Trowel - 46 | 4/12/2007 | 15200-00 | Greenhouses 30 |
| 300078 | 36"NOL Rider Trowel w/ Kawaaki Engine | 4/12/2007 | 15400-00 | Other Equip-Small 07 |
| 190180 | Piping & Fittings (VWE/Thermacor Process) | 4/13/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 140106 | Concrete Forms for L-House | 4/20/2007 | 15200-00 | Concrete |
| 300079 | 15 Steel Platform Ladders w/ Handrail and Perforated Steps | 4/26/2007 | 15400-00 | Other Equip-Small 07 |
| 140103 | CPVC Pipe for underconcrete Heat L-Hs | 5/4/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 140104 | Materials for Power Supply to Mum Fields | 5/4/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 140105 | PVC Pipe for Power Supply /Mum Field Pump | 5/4/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 227419 | Parking Lot for New Docks (Gravel & Rock) (Starline) | 5/4/2007 | 15010-00 | Driveway Repairs |
| 300082 | Genie Scissor Lift - Model GS1530 | 5/11/2007 | 15400-00 | Lifts |
| 300083 | Genie Scissor Lift - Model GS1530 | 5/11/2007 | 15400-00 | Lifts |
| 300084 | Genie Scissor Lift - Model GS1530 | 5/11/2007 | 15400-00 | Lifts |
| 227420 | Tree Movers Labor & Equipment (Eureka) | 5/17/2007 | 15010-00 | Land Improvements |
| 300081 | 6 Poly (White) Wagons(Built from Kits) for Grnhs Cleanup | 5/17/2007 | 15400-00 | Other Equip-Small 07 |

| | | | | |
|--------|--|------------|----------|-----------------------------------|
| 227421 | Trees (1 Red Pine, Colorado Spruce, & 8 Concolor Fir) | 5/31/2007 | 15010-00 | Land Improvements |
| 190174 | Insulate L-Hs Manifold - Materials & Installation | 6/21/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190175 | 8", 10" Insulation and Aluminum Cladding c/w labor to install | 6/28/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 179073 | Building Permit for New Shop | 6/30/2007 | 15300-00 | Other Buildings 30 |
| 190176 | Priva Materials to accomodate Alternative Heat Sys. | 6/30/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190186 | Mat'ls for Alt. Heat Sys. - Columbia Pipe & Supply | 7/6/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190187 | Concrete for Alt. Heat. Sys - Mertel | 7/6/2007 | 15600-00 | Concrete |
| 190188 | Labor - Jack Davis Concrete (Multiple Invoices) | 7/6/2007 | 15600-00 | Other Buildings 30 |
| 300085 | 2 Pressure Washers - 3000psi | 7/6/2007 | 15400-00 | Landscape/Utility/Farm Equipment |
| 243307 | Cannon Copier, Printer | 7/13/2007 | 15700-00 | Computer Hardware |
| 350022 | Tiling in Faganland Break Room, Restrooms, & Office | 7/13/2007 | 15300-00 | Misc Bldg Impv 15 |
| 350021 | Lunchroom in Faganland | 7/19/2007 | 15300-00 | Other Buildings 30 |
| 300086 | 40 HPPressure Pump for Greenhs | 7/27/2007 | 15400-00 | Pumps (5Y) |
| 190194 | Gravel underlay for Chip Storage-Starline Construction (Multiple Invoices) | 8/9/2007 | 15600-00 | Other Buildings 30 |
| 300087 | Caterpillar 745/800 KW Generator Set | 8/27/2007 | 15400-00 | Generator |
| 350023 | Water Line to Faganland from Shipping Office | 9/14/2007 | 15300-00 | Other Buildings 30 |
| 110133 | Materials forHeating Syst. in D 1-8 | 9/20/2007 | 15200-00 | Greenhouse & Systems |
| 110134 | Mat'ls for Heat Pipes under Tables & Heating System | 10/4/2007 | 15200-00 | Greenhouse & Systems |
| 285377 | EXMARK MOWER - LXS35BV725 MODEL | 10/4/2007 | 15600-00 | Small Equipment (10Y) |
| 300089 | PRIVA Panels (Quote P-27498) | 10/4/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300091 | Echo System (Used Cherry Creek System) | 10/31/2007 | 15400-00 | Ghse Systems-Secnd 15 |
| 300092 | Field Cart Hauler (Used) | 10/31/2007 | 15400-00 | Forklift/Tugger/Scissorlift (10Y) |
| 300090 | AutoFlame System w/ Exhaust Gas Analyzer (incl Install) | 11/21/2007 | 15400-00 | Ghse Equip-Large 15 |
| 110135 | Pump House for D 1-8 Heating System | 11/26/2007 | 15200-00 | Ghse Systems-Secnd 15 |
| 300093 | 30" EZ Beam Ship D/C Motor D/W Assy, Controller, etc. | 11/28/2007 | 15400-00 | Other Equip-Small 07 |
| 300094 | Scissor Lift - Model JLG2646E2 (Used) | 11/30/2007 | 15400-00 | Lifts |
| 300095 | Scissor Lift - Model JLG2646E2 (Used) | 11/30/2007 | 15400-00 | Lifts |
| 300096 | Scissor Lift - Model 2000 JLG2032E2 (Used) | 11/30/2007 | 15400-00 | Lifts |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--|
| 300097 | Scissor Lift - Model 2000 JLG2032E2 (Used) | 11/30/2007 | 15400-00 | Lifts |
| 300100 | Western Salt Spreader | 11/30/2007 | 15400-00 | Other Equip-Small 07 |
| 258316 | Wireless Access Points for A&B Houses - Memory Cards for Screens | 12/3/2007 | 15700-00 | Computer Hardware |
| 300101 | Raynor Series ThermaSeal Finish Steel Doors | 12/6/2007 | 15400-00 | Doors |
| 258315 | Google SketchUp Pro 6, 3-D Software (Hector) | 12/10/2007 | 15700-00 | Computer Software & Hardware (5 Years) |
| 110136 | Rapid Roll Door Between D2/E2 | 12/13/2007 | 15200-00 | Doors |
| 285376 | Additional Seats, racks, etc. for 11 golf carts | 12/17/2007 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300103 | Bluff Steel Yardramp, 20,000 lb capacity | 12/19/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300104 | Lights for Chiphouse & Alternative Heat Facility Boiler Room | 12/19/2007 | 15400-00 | Heavy Equipment (15 Years) |
| 140133 | Ties, etc. for Concrete Corridor between L-Hs & E-Hs | 12/20/2007 | 15200-00 | Concrete |
| 190135 | Coal Boiler Heating System - EPA Application | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190136 | 2 - Alternate Source Boilers (Thermo-Energy) | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190137 | Permit Application, Coal Boiler Development, Wood Boiler Devel., FESOP | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190138 | Subsurface Investigation & Geotechnical Report | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190146 | Piping & Fittings for Alt. Heat Facility (VWE/Thermacor) | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190148 | Wood Chip Storage Building (Addition & Remodel of Existing Bulk Bldg) | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190149 | Rebar, Ties, etc. for Wood Chip Storage Building | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190150 | Concrete for Footings for Wood Chip Storage Building | 12/20/2007 | 15600-00 | Concrete |
| 190152 | Hot Water Heating System (Thermo Energy Sys.) | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190154 | Walking Floor, Fuel System, Ladders incl Conveyor f/2 Vynkce Boilers | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190160 | Development of Wood/Coal Heating System - Engineering | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190161 | Rebar for Alternate Heat. Facility | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190162 | Concrete Labor (Davis) | 12/20/2007 | 15600-00 | Concrete |
| 190163 | Earth Moving for Alternate Heating Fac/Wood Chip Bldg. | 12/20/2007 | 15600-00 | Other Buildings 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|---------------------------------|
| 190164 | Concrete for Chip Hs/Alt. Heat. Fac. (Jan-June, 2007) | 12/20/2007 | 15600-00 | Concrete |
| 190165 | Power for Alt. Heat. Facility | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190167 | Concrete Conveyor for Woodchip Bldg. | 12/20/2007 | 15600-00 | Concrete |
| 190168 | Equipment Rental - Skyjack Scissor Lifts | 12/20/2007 | 15600-00 | Greenhouse & Systems (30 Years) |
| 190169 | Materials for Incinerators/Alt. Heat Sys. | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190170 | 8,312 ft. 2X2 sq. Gator for Alt. Heat Sys | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190171 | Mat'ls to Connect Water Storage Tank to new tank location | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190173 | Conversion of Existing Heating Sys to Alternative System | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190181 | Concrete Cutting Service for Alt Heat Bldg/Woodchip Bldg | 12/20/2007 | 15600-00 | Concrete |
| 190182 | Materials for Chiphouse (Maze) | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190183 | Concrete Labor for Alt Heat/Chiphouse Bldg | 12/20/2007 | 15600-00 | Concrete |
| 190184 | Electrical Labor for Alt. Heat/Chiphouse Bldg. | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190185 | IL EPA - Air Pollution Control Permit Fee | 12/20/2007 | 15600-00 | License/Fees/Admin |
| 190189 | Labor - S.D. Concrete (Spencer Davis) | 12/20/2007 | 15600-00 | Concrete |
| 190190 | Conveyor for Concrete Pouring | 12/20/2007 | 15600-00 | Concrete |
| 190191 | Bar Grating Mat'l & Labor to cover Trenches in Wood Boiler Room | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190192 | Alternative Heating System - Thermal Engineering | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190193 | Shipping Cost of Biomass Incinerators (Vyncke) | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190195 | Construction Permit Fee for Wood-Fired Boilers | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190196 | Hot Water Heating System in Block d & Block B | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190197 | Grant Program Application - Retainer | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190198 | Rental of Crane & Rollerskates for Boiler Installation | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190199 | Electrical Materials for Alternative Heating System | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190200 | Concrete Labor for Wood Chip Storage | 12/20/2007 | 15600-00 | Concrete |
| 190201 | Materials for Chip House Construction | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 190202 | Upgrade L-1&2 Hs Heating Syst. mono-rail tube | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |

| | | | | |
|--------|--|------------|----------|----------------------------------|
| 190203 | Concrete for Wood Chip Storage | 12/20/2007 | 15600-00 | Concrete |
| 190204 | Electrical Labor for Boiler Room - Elmore Electric | 12/20/2007 | 15600-00 | Ghse Systems-Primary 30 |
| 190205 | Rapid Roll/Recoil Doors (incl. Install.) for Chip House | 12/20/2007 | 15600-00 | Doors |
| 190206 | Siding on Boiler Building - Castner | 12/20/2007 | 15600-00 | Other Buildings 30 |
| 227422 | Mumfield - Asphalted (Advanced Asphalt Company) | 12/20/2007 | 15010-00 | Ghse Systems-Secnd 15 |
| 300106 | Greenhouse Irrigation Mat'ls - Polypipe, drippers, fittings | 12/20/2007 | 15400-00 | Other Equip-Small 07 |
| 300107 | 36 - 30" Echo Basket Systems | 12/20/2007 | 15400-00 | Ghse Systems-Secnd 15 |
| 300108 | Orchid Planter for 5" Pots, w/ Pot Loading Conveyors & Pot Dispenser | 12/21/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300109 | PVC for Irrigation System in A & B Hs | 12/21/2007 | 15400-00 | Other Equip-Small 07 |
| 300110 | 3000 PSI, Hot Pressure Washer | 12/21/2007 | 15400-00 | Landscape/Utility/Farm Equipment |
| 300111 | Belden Cable for New Priva | 12/21/2007 | 15400-00 | Other Equip-Small 07 |
| 300112 | 25 Enclosures for Irrigation Boom System f/ L1&2 | 12/21/2007 | 15400-00 | Booms |
| 227423 | Electrical Service Extension - Second Service | 12/27/2007 | 15010-00 | Ghse Systems-Secnd 15 |
| 140111 | L-House 1-2 Construction (Prins) | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140112 | Roll Up Walls for L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140113 | Roof Curtains - Blackout for L-Hs 1-2 | 12/28/2007 | 15200-00 | Ghse- Energy Curtains |
| 140114 | Labor for Construction of L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140115 | PVC, pipe, Hose, etc. for Ebb & Flood in L 1-2 (Multiple Invoices) | 12/28/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 140116 | PVC for L 1-2 Ebb & Flood System | 12/28/2007 | 15200-00 | Ghse Systems-Primary 30 |
| 140117 | Concrete Labor (Jack Davis Concrete - Multiple Inv.) | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140118 | Rebar, Poly for Concrete in L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140119 | Concrete - for L-Hs 1-2 (Multiple Invoices) | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140120 | Concrete Labor - L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140121 | Concrete Labor (Multiple Invoices) | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140122 | Concrete Labor (Multiple Invoices) | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140123 | Concrete Labor (Keith Miller)(Multiple Invoices) | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140124 | Rental of Allen 36" Riding Trowel | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140125 | Gravel for L 1-2 (Advanced Asphalt) | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140126 | Gravel for L 1-2 (Starline) | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140127 | Conveyor for Concrete (WCFC) (Multiple Inv.) | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140128 | Concrete (Ossola) L-Hs 1-2 | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140129 | Rental of Walksaw Slab Saver - for Concrete Work L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140130 | Rental of Scissor Lifts for construction of L-Hs 1-2 | 12/28/2007 | 15200-00 | Greenhouses 30 |

| | | | | |
|--------|--|------------|----------|-------------------------|
| 140131 | Materials for L-Hs 1-2 Construction | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140132 | Concrete for Corridor between L-Hs & E-Hs. | 12/28/2007 | 15200-00 | Concrete/Gravel |
| 140134 | Concrete Labor for Corridor between L-Hs & E-Hs | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140135 | Concrete Labor for Corridors, L-Hs to E-Hs & L-Hs to Mumfield | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140136 | Concrete Labor for Corridor L-Hs to E-Hs | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 140137 | Concrete Labor for Corridor L-Hs to E-Hs | 12/28/2007 | 15200-00 | Greenhouses 30 |
| 300114 | 20 Modine Steam/Hot Water Unit Heaters | 12/28/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300115 | Materials f/ Automation of Irrigation System of Echos - A1-4 & B1-4 | 12/28/2007 | 15400-00 | Ghse Systems-Secnd 15 |
| 300116 | Irrigation System | 12/28/2007 | 15400-00 | Other Equip-Small 07 |
| 140110 | Building Permit for L-House 1-2 Construction | 12/31/2007 | 15200-00 | Greenhouses 30 |
| 300117 | Controllers for Irrigation System in A & B 5 - 8 | 12/31/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300118 | Priva Materials - I/O Cards, PC Boards, etc. | 12/31/2007 | 15400-00 | Other Equip-Small 07 |
| 300119 | Air Compressor - Rotary Screw, 80 Gal. Receiver | 12/31/2007 | 15400-00 | Other Equip-Small 07 |
| 300120 | Materials f/ Irrigation System - A & B 5-8 | 12/31/2007 | 15400-00 | Other Equip-Small 07 |
| 300121 | Mat'l f/ Irrigation System A & B 5-8 | 12/31/2007 | 15400-00 | Ghse Equip-Large 15 |
| 300123 | Panels f/ Irrigation System in A & B 5-8 | 12/31/2007 | 15400-00 | Other Equip-Small 07 |
| 140140 | Concrete Labor - Brian Davis - Jan thru June | 1/17/2008 | 15200-00 | Concrete/Gravel |
| 140141 | Concrete Labor - Jack Davis - Jan thru June | 1/17/2008 | 15200-00 | Concrete/Gravel |
| 140156 | Divider Wall 907' for L1-2 (Prins Contract) | 1/17/2008 | 15200-00 | Greenhouses 30 |
| 140157 | Additional Cost of Corridors (Prins) | 1/17/2008 | 15200-00 | Greenhouses 30 |
| 350025 | Concrete Labor - Brian Davis, dba Davis Construction | 1/17/2008 | 15300-00 | Concrete |
| 190223 | Walking Floor, Fuel System, Ladders incl Conveyor f/2 Vynkce Boilers | 1/18/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 350026 | Concrete Labor - Spencer Davis | 1/18/2008 | 15300-00 | Concrete |
| 350027 | Concrete Labor - Jack Davis Concrete | 1/18/2008 | 15300-00 | Concrete |
| 140147 | Haul Gravel & Equip. Rental for L1-2 Corridor L to E-Hs | 1/31/2008 | 15200-00 | Greenhouses 30 |
| 140149 | Rebar & Twist Ties, etc. for Concrete work(Storm Shelter) | 1/31/2008 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|-------------------------|
| 190222 | Priva Integro Extension to Control Wood Boilers | 1/31/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 350029 | Mat'ls for Faganland, Keeno Office | 1/31/2008 | 15300-00 | Other Buildings 30 |
| 350037 | Beams for Office in Faganland - North Docks | 1/31/2008 | 15300-00 | Other Buildings 30 |
| 140158 | Labor for Construction L-Hs 3-4 (Prins) | 2/1/2008 | 15200-00 | Greenhouses 30 |
| 190219 | Energy Audit - On Site | 2/15/2008 | 15600-00 | License/Fees/Admin |
| 140146 | Concrete Conveyor - (for Greenhs & Storm Shelter) | 2/21/2008 | 15200-00 | Concrete/Gravel |
| 258319 | Smart UPS 1500VA (mdl: sua1500rm2u) | 2/21/2008 | 15700-00 | Computer Hardware |
| 140150 | Skyjack Scissor Lift Rental for Glass work for L1-2 | 2/22/2008 | 15200-00 | Greenhouses 30 |
| 190209 | Electrical Materials for Electrical in Alt. Htg Fac. | 2/22/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190210 | PVC & Mat'ls for Water Lines, etc. in Alt. Heating | 2/22/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190217 | Boom Lift Rental for Wood Chip Boiler Project | 2/22/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 300125 | Special Hinged Enclosure f/ New Irrigation Sys. B5-8 & A5-8 | 2/22/2008 | 15400-00 | Other Equip-Small 07 |
| 190208 | Electrical Labor for Alt. Ht. Boiler Room - Elmore Elec. | 2/28/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190211 | Materials for Alt. Heating System | 2/28/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 140148 | PVC, etc. for L-Hs 1-2 (Columbia Pipe & Supply) | 2/29/2008 | 15200-00 | Ghse Systems-Primary 30 |
| 140142 | Concrete Labor - Keith Miller | 3/6/2008 | 15200-00 | Concrete/Gravel |
| 300126 | 36 ECHOS for Echo System in L-Hs 1-2 | 3/12/2008 | 15400-00 | Ghse Systems-Secnd 15 |
| 300127 | WB Center Feed System for L-Hs 1-2 Echos | 3/12/2008 | 15400-00 | Ghse Systems-Secnd 15 |
| 300128 | Walk Through Boom System for L-Hs 1-2 | 3/12/2008 | 15400-00 | Booms |
| 140151 | Rental of Forklifts for L-Hs 1-2 | 3/13/2008 | 15200-00 | Greenhouses 30 |
| 140155 | Mat'ls for L-Hs 1-2 (Fastenal) | 3/14/2008 | 15200-00 | Greenhouses 30 |
| 190212 | Carpentry Work on Alt. Htg. Boiler Room | 3/14/2008 | 15600-00 | Misc Bldg Impv 15 |
| 190214 | Concrete Labor in Wood Chip Boiler Room | 3/14/2008 | 15600-00 | Concrete |
| 190215 | Concrete Labor for Wood Chip Boiler Room | 3/14/2008 | 15600-00 | Concrete |
| 190216 | Beams for Wood Chip Boiler Control Room | 3/20/2008 | 15600-00 | Misc Bldg Impv 15 |
| 258327 | 2 - SMART UPS 1500VA - Battery Backups for Servers in Shipping | 3/20/2008 | 15700-00 | Computer Hardware |
| 258328 | Enclosures for new servers in Shipping Office | 3/20/2008 | 15700-00 | Office Equipment |
| 140144 | Concrete Labor - Spencer Davis | 3/28/2008 | 15200-00 | Greenhouses 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|-------------------------|
| 140143 | Concrete Labor - Brian A. Miller | 4/4/2008 | 15200-00 | Concrete/Gravel |
| 227424 | Guardrail for Road out back (Northern Contracting) | 4/4/2008 | 15010-00 | Land Improvements |
| 300129 | Controllers for Irrigation Sys. A & B 3-4 Hs. | 4/4/2008 | 15400-00 | Other Equip-Small 07 |
| 140152 | Glazing of Glass in L-Hs 1-2 | 4/17/2008 | 15200-00 | Greenhouses 30 |
| 190213 | Emissions Testing on Wood Chip Boilers | 4/17/2008 | 15600-00 | License/Fees/Admin |
| 350031 | Vinyl Tile in Keeno Shipping Office | 4/17/2008 | 15300-00 | Misc Bldg Impv 15 |
| 350028 | Lunch Rm, Bathrooms, Offices in Faganland | 4/18/2008 | 15300-00 | Other Buildings 30 |
| 140153 | Precast Roof Erection for Storm Shelter | 4/24/2008 | 15200-00 | Building Improvements |
| 140154 | Electrical Hookups L-Hs 1-2 (Elmore Electical) | 4/24/2008 | 15200-00 | Ghse Systems-Primary 30 |
| 140161 | Gutter and Spacers for L-Hs (Dbl R) | 4/24/2008 | 15200-00 | Greenhouses 30 |
| 190221 | Engineering - Production Facility Boilers & Air Emmissions Reporting | 4/24/2008 | 15600-00 | License/Fees/Admin |
| 140145 | Concrete (Incl. Grnhs, Storm Shelter & Pathway) | 4/25/2008 | 15200-00 | Concrete/Gravel |
| 190224 | 3 Sets Steps in Wood Room | 4/25/2008 | 15600-00 | Other Equip-Small 07 |
| 190225 | Safety Railings in Wood Room | 4/25/2008 | 15600-00 | Misc Bldg Impv 15 |
| 190226 | Ringling Pump in Wood Boiler Room | 4/25/2008 | 15600-00 | Pumps (5Y) |
| 190227 | Add Heating in Wood Boiler Room | 4/25/2008 | 15600-00 | Misc Bldg Impv 15 |
| 190228 | Expansion Tank Platforms for B Hs and D Hs | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190229 | 2 Rotary Air Lock Valves on FLS bins | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190230 | Wood Conveyor for Wood Screener | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190231 | Priva Interface Panels in Block B 1-12 & D 1-8 | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190232 | Priva Additional Transport Line Control for East Boiler Hs Ringline pump | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190233 | Vyncke Interface Control Panel for Unloading Pit,Screener, Floor Conveyors | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190234 | Honey Electric Electrician -Assist Vyncke Boiler Wiring | 4/25/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190235 | Additional B-House Heating | 4/25/2008 | 15600-00 | Greenhouse & Systems |
| 190218 | Analyze a Specific Energy Conservation Measure | 5/1/2008 | 15600-00 | Greenhouses & Systems |
| 350030 | Concrete - Mertel Gravel (Multiple Invoices) | 5/2/2008 | 15300-00 | Concrete |
| 140159 | 10" Hangers for Gutter Downspouts & Cable Tray | 5/22/2008 | 15200-00 | Greenhouses 30 |
| 350033 | Bathroom Toilet Partitions for North Docks | 5/22/2008 | 15300-00 | Other Buildings 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|---------------------------------|
| 140163 | Electrical Materials for L-Hs 1-2 (Springfield Elec.) | 5/23/2008 | 15200-00 | Greenhouses 30 |
| 300130 | Controllers for New Irrig. Sys. in L-House | 5/23/2008 | 15400-00 | Other Equip-Small 07 |
| 300131 | 6 Radios - F2104 DTC w/BP210 | 5/29/2008 | 15400-00 | Other Equip-Small 07 |
| 227425 | Gravel & Equipment Rental for North Dock Area & Corridor | 6/5/2008 | 15010-00 | Greenhouse & Systems (30 Years) |
| 227426 | Septic System for North Shipping Bathrooms/Lunchroom | 6/5/2008 | 15010-00 | Building Improvements |
| 350035 | Mat'ls for North Docks Lunchroom | 6/5/2008 | 15300-00 | Other Buildings 30 |
| 190239 | 30,000 Gallon Hamler Storage Tank | 6/6/2008 | 15600-00 | Small Equipment (10Y) |
| 190240 | 30,000 Gallon Hamler Storage Tank | 6/6/2008 | 15600-00 | Small Equipment (10Y) |
| 190241 | Grant Program Application - Bal. Paid | 6/19/2008 | 15600-00 | License/Fees/Admin |
| 350034 | Fixtures & hookup for Bathrooms in North Docks | 6/19/2008 | 15300-00 | Other Buildings 30 |
| 190236 | Lodging etc. Vyncke Personel (Jason) | 6/20/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190237 | Hose for Boom Rail Carrier for L1-2 | 6/20/2008 | 15600-00 | Greenhouse & Systems |
| 190238 | Controls for Priva Sys. for Wood Boiler Room, L Range, East, West Boiler Rms | 6/20/2008 | 15600-00 | Greenhouse & Systems |
| 140162 | Tools for and Laying of Rubber on Glass Roof | 6/27/2008 | 15200-00 | Greenhouses 30 |
| 350036 | Downspouts for Faganland Loading Docks | 6/27/2008 | 15300-00 | Other Buildings 30 |
| 258332 | HP LJ P4015N Printer for Cart Tags | 6/30/2008 | 15700-00 | Computer Hardware |
| 258335 | D-Link DWL-2100AP 802.11G Wireless Access Point | 6/30/2008 | 15700-00 | Computer Hardware |
| 300132 | For Irrigation System - Prosonic Flow 90WA0 | 6/30/2008 | 15400-00 | Other Equip-Small 07 |
| 190242 | Electrical Materials to Hookup New Service to Boilers | 7/3/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 140165 | Rubber Greenhouse Roofing | 7/11/2008 | 15200-00 | Ghse Structural Improvement |
| 300138 | Pipe for Irrigation System - L3 & L4 Columbia Pipe | 7/11/2008 | 15400-00 | Other Equip-Small 07 |
| 179078 | Ribar, Ties, etc. f/ New Shop | 7/17/2008 | 15300-00 | Other Buildings 30 |
| 258336 | HP DC5750 Computer w/ 1GB Memory & 2 HP Monitors | 7/17/2008 | 15700-00 | Computer Hardware |
| 258337 | HP DC5750 Computer w/ 1GB Memory & 2 HP Monitors | 7/17/2008 | 15700-00 | Computer Hardware |
| 258338 | HP DC5750 Computer w/ 1GB Memory & 2 HP Monitors | 7/17/2008 | 15700-00 | Computer Hardware |
| 258339 | HP DC5750 Computer w/ 1GB Memory & 2 HP Monitors | 7/17/2008 | 15700-00 | Computer Hardware |
| 300137 | Irrigation System Mat'ls - Touchscreens & Encoders | 7/25/2008 | 15400-00 | Other Equip-Small 07 |
| 179079 | Concrete Labor for New Shop | 8/1/2008 | 15300-00 | Other Buildings 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|--------|---|-----------|----------|---------------------------------|--|
| 179080 | Concrete Labor for New Shop (on South Side of W/H #2) | 8/1/2008 | 15300-00 | Concrete | |
| 350032 | Lights for Elevated Shipping Office in Faganland | 8/2/2008 | 15300-00 | Other Buildings 30 | |
| 179081 | Concrete Labor for New Shop | 8/7/2008 | 15300-00 | Concrete | |
| 179082 | Concrete Labor for New Shop | 8/7/2008 | 15300-00 | Concrete | |
| 190244 | Pull & Set Stacks for Boilers and Tanks | 8/7/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 190245 | Scissor Lift Rental for Boiler Pipes Hookup for Thermo E. | 8/8/2008 | 15600-00 | Greenhouse & Systems (30 Years) | |
| 300134 | Over Ground EZ Cut Trimmer w/ Adjustable Frame | 8/8/2008 | 15400-00 | Growing | |
| 190220 | 2 Filters for Bio-Mass System for burning Wood Chips | 8/14/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 190246 | Electrical Work on Boiler System | 8/14/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 300135 | Ultra Cool System w/ 2 Stainless Steel Media Filters | 8/15/2008 | 15400-00 | Ghse Equip-Large 15 | |
| 190248 | ED Ringline & A-O Range -Boiler Materials & Changes | 8/18/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 190247 | Addit. to Boiler Panels - 480 Volt Circuit Breakers & Load Centre | 8/21/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 179083 | Concrete for New Shop | 8/22/2008 | 15300-00 | Concrete | |
| 179084 | PVC Pipe, Galv. Pipe, etc. for New Shop | 8/22/2008 | 15300-00 | Other Buildings 30 | |
| 300139 | Detroit 400 KW Generator - New | 8/22/2008 | 15400-00 | Generator | |
| 179085 | Pipe, etc. for New Shop | 8/29/2008 | 15300-00 | Other Buildings 30 | |
| 190250 | Wall in South East Boiler Room | 9/5/2008 | 15600-00 | Misc Bldg Impv 15 | |
| 41346 | Shading Parts & Installation A13 & A14 (XLS-17) | 9/5/2008 | 15200-00 | Ghse- Energy Curtains | |
| 300141 | Upgrades for Power System for East Boiler Room, etc. | 9/11/2008 | 15400-00 | Heavy Equipment (15 Years) | |
| 350038 | Moduar Dock Bridge (Incl. Installation) - North Docks | 9/11/2008 | 15300-00 | Small Equipment (10Y) | |
| 350039 | Concrete Labor for North Loading Docks | 9/11/2008 | 15300-00 | Concrete | |
| 190251 | Pipe Fittings for E Hs & D Hs Hookup | 9/12/2008 | 15600-00 | Ghse Systems-Primary 30 | |
| 350040 | Concrete Labor for North Loading Docks | 9/12/2008 | 15300-00 | Concrete | |
| 179086 | Gravel, etc. for New Shop | 9/18/2008 | 15300-00 | Other Buildings 30 | |
| 227427 | Moving Dirt for Trailer Parking on East Side of Greenhouse | 9/18/2008 | 15010-00 | Land Improvements 30 | |
| 285385 | Rider Sweeper - M0del MS30 | 9/18/2008 | 15600-00 | Small Equipment (10Y) | |
| 350041 | Concrete Labor for North Loading Docks | 9/19/2008 | 15300-00 | Concrete | |
| 190252 | Computer Cable for Boiler Room Controls | 9/25/2008 | 15600-00 | Ghse Systems-Secnd 15 | |
| 140166 | Curtain Installation & Supplies - Additional sq ft. | 9/29/2008 | 15200-00 | Ghse- Energy Curtains | |

| | | | | |
|--------|---|------------|----------|-----------------------------------|
| 140167 | Corridor Installation - 13,087 sq. ft x 3 | 9/29/2008 | 15200-00 | Building Improvements |
| 227428 | Concrete Labor - Road to Wood Chips & Around H2O Tank | 10/2/2008 | 15010-00 | Concrete |
| 140164 | Wire, Conduit Tubing, etc. for L-House L1,L2 | 10/3/2008 | 15200-00 | Ghse Systems-Primary 30 |
| 227429 | Concrete Labor - Access Road to Wood Chips, Around Water Tank, | 10/3/2008 | 15010-00 | Concrete |
| 227430 | Concrete Labor - Access Road to Wood Chips, Around H2O Tank, | 10/3/2008 | 15010-00 | Concrete |
| 300136 | For New Power Systems, East Boiler Room, Inside Boiler | 10/3/2008 | 15400-00 | Heavy Equipment (15 Years) |
| 300142 | Lights for Shop, Seeding & Boiler Rooms | 10/9/2008 | 15400-00 | Heavy Equipment (15 Years) |
| 350042 | Concrete for North Loading Dock Area | 10/10/2008 | 15300-00 | Concrete |
| 190253 | Cable to Connect Priva From Wood Boiler to L1-2 | 10/17/2008 | 15600-00 | Ghse Systems-Secnd 15 |
| 300143 | Grow Lights for Delta 9-12 (P.L. Light Systems Canada, Inc.) | 10/29/2008 | 15400-00 | Ghse Equip-Large 15 |
| 227431 | Concrete for Access Road to Wood Chips, North Docks Area, | 10/31/2008 | 15010-00 | Concrete |
| 190255 | Central Ash Discharge Conveyor c/w Rake | 11/3/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190256 | Plug Valves c/w Flanges, Gasket, & Hardware | 11/3/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 190257 | Tank Stand to Support Fog System Holding Tank & Irrigation Heat Exchanger | 11/3/2008 | 15600-00 | Ghse Systems-Secnd 15 |
| 190258 | Mat's for Connection of ESP to Boiler #1 and Boiler #2 | 11/3/2008 | 15600-00 | Ghse Systems-Secnd 15 |
| 190254 | Orchid Cooling System - Incl. Installation | 11/4/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 300144 | Electrical Hookup in Orchid House (Elmore) | 11/6/2008 | 15400-00 | Other Equip-Small 07 |
| 300148 | PRIVA Integro Control System and Electrical Interfacing | 11/7/2008 | 15400-00 | Ghse Equip-Large 15 |
| 300149 | PRIVA Air Treatment Units for Cooling and Heating | 11/7/2008 | 15400-00 | Ghse Equip-Large 15 |
| 285387 | TOYOTA Electric Forklift - 48 Volt | 11/13/2008 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 350043 | 12 Modular Dock Bridges (Incl Installation) for North Docks | 11/13/2008 | 15300-00 | Heavy Equipment (15Y) |
| 227432 | Rebar for North Dock Area | 11/20/2008 | 15010-00 | Building Improvements |
| 300146 | Concrete Labor for Cooling Towers | 11/20/2008 | 15400-00 | Concrete |
| 300145 | 3 UltraLite Doors - Corridor Door, L2/L3 Door, A10/A11 Door | 11/21/2008 | 15400-00 | Doors |
| 300147 | Concrete Labor f/ Walls in Cooling Tower & E.TransformerPad | 11/21/2008 | 15400-00 | Concrete |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|---------------------------------|
| 300133 | Cooling Tower & Chiller for Orchid House | 11/24/2008 | 15400-00 | Ghse Equip-Large 15 |
| 41345 | Shading Parts & Installation A13 & A14 (XLS-18-F) | 11/24/2008 | 15200-00 | Ghse- Energy Curtains |
| 300150 | Krohne Flow Meter for New Injector | 11/25/2008 | 15400-00 | Other Equip-Small 07 |
| 190262 | 6 Louvers in Boiler Building (Furnish & Installed) | 11/26/2008 | 15600-00 | Greenhouse & Systems |
| 300151 | Custom Chlorine Sanitation System W/Alarm | 11/26/2008 | 15400-00 | Ghse Equip-Large 15 |
| 140160 | Shading for L-House - Prins | 11/28/2008 | 15200-00 | Ghse- Energy Curtains |
| 190259 | Insulation & Jacketing | 11/28/2008 | 15600-00 | Greenhouse & Systems |
| 41344 | Outdoor Shade A9, A10, A11, A12 (127,312 sq. ft.) | 11/28/2008 | 15200-00 | Ghse- Energy Curtains |
| 300152 | 3 - 9' X 9' Raynor Series ThermaSeal White Steel Door | 12/4/2008 | 15400-00 | Doors |
| 300153 | Electrical Hook-ups for Grow Lights, Orchid Range, Various | 12/4/2008 | 15400-00 | Ghse Equip-Large 15 |
| 300154 | Greenhouse Fan, Eco Fan, 220 Volt, 3 Phase | 12/5/2008 | 15400-00 | Other Equip-Small 07 |
| 179075 | New Shop Building 100' by 90' (Castner) | 12/11/2008 | 15300-00 | Other Buildings 30 |
| 179076 | Freight to Pick up New Shop Building (MAT) | 12/11/2008 | 15300-00 | Other Buildings 30 |
| 179077 | Trailer Rental to pick up New Shop Building | 12/11/2008 | 15300-00 | Greenhouse & Systems (30 Years) |
| 190260 | Cranes for ESP (Cattani) | 12/11/2008 | 15600-00 | Ghse Systems-Primary 30 |
| 300155 | Concrete for Cooling Towers & Transformer Pad | 12/12/2008 | 15400-00 | Concrete |
| 179087 | Bar Grating for New Shop | 12/18/2008 | 15300-00 | Other Buildings 30 |
| 190261 | U-Trough Auger Assemblies f/ ESP Fly Ash Removal | 12/18/2008 | 15600-00 | Greenhouse & Systems |
| 300156 | Rollable Plant and Cultivation Benches | 12/18/2008 | 15400-00 | Ghse Equip-Large 15 |
| 300140 | Grow Lights in Multiple Areas of the Greenhouse | 12/19/2008 | 15400-00 | Ghse Equip-Large 15 |
| 300157 | 2 Modine Hot Water/Steam Unit HSB290S-05 | 12/19/2008 | 15400-00 | Other Equip-Small 07 |
| 227433 | Earth Moving in Corridor for L-House | 12/26/2008 | 15010-00 | Land Improvements |
| 300158 | Car/Semi-Tractor Lift - for New Shop | 12/30/2008 | 15400-00 | Lifts |
| 350044 | 13 Kelley Bottom Pads for North Docks (Incl Installation) | 12/30/2008 | 15300-00 | Small Equipment (10Y) |
| 350045 | 13 Dock Seals - Serco Model S600 - for North Docks (Incl Install) | 12/30/2008 | 15300-00 | Heavy Equipment (15Y) |
| 258342 | Zebra Thermal Printer for UPC Labels | 12/31/2008 | 15700-00 | Computer Hardware |
| 300159 | Installation of Boom Carriers in L1 & L2 | 12/31/2008 | 15400-00 | Booms |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|-------------------------|
| 300161 | 2 - Roll-Up Doors - UltraTough 18'w X 15' 5" h | 12/31/2008 | 15400-00 | Doors |
| 190264 | Final pay on 30,000 Gal. Tank - Asset # 190239 | 1/12/2009 | 15600-00 | Small Equipment (10Y) |
| 190265 | Final pay on 30,000 Gal. Tank - Asset # 190240 | 1/12/2009 | 15600-00 | Greenhouse & Systems |
| 300162 | Electrical Hookups for Gro Lights, Chiller, L-Hs Echos, Heaters & Fans in Faganl | 1/15/2009 | 15400-00 | Ghse Systems-Secnd 15 |
| 300165 | Upgrade of 4 Pot/Flat Robots | 1/22/2009 | 15400-00 | Other Equip-Small 07 |
| 190263 | Gear Box Drives for ESP's for Wood Boiler Sys. | 1/29/2009 | 15600-00 | Greenhouse & Systems |
| 300166 | 16X16 Raynor Series ThermaSeal Steel Door- Installed | 1/29/2009 | 15400-00 | Doors |
| 300167 | 16x15-8 Raynor Series ThermaSeal Finis Steel Door - Installed | 1/29/2009 | 15400-00 | Doors |
| 190266 | Electrical Hookup for ESP for Wood Boilers | 2/6/2009 | 15600-00 | Greenhouse & Systems |
| 179088 | Labor for work in Maintenance Shop | 2/20/2009 | 15300-00 | Misc Bldg Impv 15 |
| 190268 | Materials for ESP Hookup for Wood Chip Boiler System | 2/20/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300169 | Booster Pump for Boilers | 2/20/2009 | 15400-00 | Pumps (5Y) |
| 300164 | Electical Wire for GroLights Hookup | 3/5/2009 | 15400-00 | Other Equip-Small 07 |
| 140168 | Shading for L-Hs - Bal on Contract for Asset # 140160 | 3/6/2009 | 15200-00 | Ghse- Energy Curtains |
| 179089 | Mat's for new Office in Shop | 3/6/2009 | 15300-00 | Misc Bldg Impv 15 |
| 190267 | Work on Boiler Rm Tanks | 3/6/2009 | 15600-00 | Small Equipment (10Y) |
| 300184 | Materials for Electrical Hookup Echos in L 1-2 | 3/6/2009 | 15400-00 | Ghse Systems-Secnd 15 |
| 300185 | Materials for Hookup of Various Projects | 3/6/2009 | 15400-00 | Other Equip-Small 07 |
| 274746 | 1995 Capacity Spotter (Used) | 3/18/2009 | 15500-00 | Automobiles (5 Years) |
| 300170 | Echo Controls for L-House | 3/20/2009 | 15400-00 | Ghse Systems-Secnd 15 |
| 140169 | Concrete Work on Electric Vault & Storm Shelter | 3/27/2009 | 15200-00 | Concrete/Gravel |
| 140170 | Concrete Labor on Storm Shelter | 3/27/2009 | 15200-00 | Concrete/Gravel |
| 300163 | Materials for GrowLights Hookup & Service | 3/27/2009 | 15400-00 | Other Equip-Small 07 |
| 274743 | J & J - 45ft Open Box Trailer for Wood Chip Hauling | 4/3/2009 | 15500-00 | Trailer (5Y) |
| 41348 | Mat's for new Electrical Service to Orchid Range (A) | 4/3/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 140172 | Electrical Hookup of Echos in L - House | 4/9/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 190269 | Engineering Fees for 3rd Wood Boiler Const. Permit # 620.7 | 4/9/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300171 | 10 ICON Portable Radios w/HD Battery F21 Programmed | 4/9/2009 | 15400-00 | Small Equipment (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|--------------------------|
| 41349 | Concrete Labor for Electric Vault for Orchid Range (A9) | 4/10/2009 | 15200-00 | Concrete |
| 41350 | Concrete Labor for Electric Vault for Orchid Range (A9) | 4/10/2009 | 15200-00 | Concrete |
| 300173 | Modifications to L-House Panels for shading | 4/17/2009 | 15400-00 | Ghse- Energy Curtains 10 |
| 300175 | Container Conveyors w/ 2pc Drive Units | 4/23/2009 | 15400-00 | Ghse Equip-Large 15 |
| 41352 | Matl's for Electric Vault for Orchid Range (A9) | 4/23/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 41353 | Electrical Labor for Orchid Cooling System (Hookup Chiller, etc.) | 4/23/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 140171 | Concrete for Storm Shelter & Electric Vault | 4/24/2009 | 15200-00 | Concrete/Gravel |
| 300186 | Materials to Hookup Cooler for Orchid Range | 4/24/2009 | 15400-00 | Other Equip-Small 07 |
| 300177 | Cooling Center Controls - Priva | 4/29/2009 | 15400-00 | Ghse Equip-Large 15 |
| 190270 | Construction Permit Application Fee for 3rd Wood Boiler | 4/30/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300178 | 33 Rolling Ladders (Grainger) | 4/30/2009 | 15400-00 | Ghse Equip-Large 15 |
| 285399 | VOLVO Water Truck (Used) w/ Smith Tank | 5/1/2009 | 15600-00 | Automobiles (5 Years) |
| 41351 | Concrete for Electric Vault for Orchid Range (A9) | 5/1/2009 | 15200-00 | Concrete |
| 41354 | Electrical Matl's for Orchid Cooling System (Hookup Chiller, etc.) | 5/1/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 41356 | Matl's for Orchid Prod. System | 5/1/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 179090 | Concrete Labor in Loading Docks by Orchids | 5/8/2009 | 15300-00 | Concrete |
| 179091 | Concrete Labor in Loading Docks by Orchids | 5/8/2009 | 15300-00 | Concrete |
| 300179 | Orchid Staking Roller System, 7 - 224" long roller sections | 5/8/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300180 | Pallet Sys. to hold Plastic Orchid Cups | 5/8/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300181 | Freight for Gow LIghts (D 9-13) - Asset # 300143 | 5/21/2009 | 15400-00 | Growing |
| 300182 | Upgrade for Robot System in North Production | 5/21/2009 | 15400-00 | Other Equip-Small 07 |
| 41355 | Machine Hire for new Electrical Service to Orchid Range (A) | 5/21/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 300187 | New Braker for Lighting Panels D-Hs 9-12 & C-Hs 11-12 | 5/22/2009 | 15400-00 | Other Equip-Small 07 |
| 140173 | Prins Labor for Roll-Ups, Glass, Shading | 5/29/2009 | 15200-00 | Ghse- Energy Curtains |
| 179092 | Concrete for Loading Docks by Orchids | 5/29/2009 | 15300-00 | Concrete |
| 190243 | 1 Filter System for Biomass System - PPC Industries | 6/11/2009 | 15600-00 | Greenhouses & Systems |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|-------------------------|
| 300183 | Installation of Orchid Range Potting Equipment | 6/11/2009 | 15400-00 | Ghse Equip-Large 15 |
| 163015 | Engineering Costs for Proposed New Offices | 6/15/2009 | 15300-00 | Misc Bldg Impv 15 |
| 190271 | Duct work to connect 3 Vyncke Boilers with PPC Filters | 6/26/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190272 | East, West, L-Range and Wood Boiler Room - Priva System | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190273 | Mat'l's for East, West Boilr Rms, D-Hs, L-Hs, Greenhs Ringline, etc. | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190274 | Mat'l's incl. Valve Housing, Coil, Gear Motor Cooling Fan | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190275 | 2 Shafts for Gear Box | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190276 | Supplies: Pump insulation jacket, 2 isolation valve jackets, | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190277 | Mat'l & Labor to connect heating sys buffer tank w/bypass on manifold | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190278 | Insulation Paint, Insulation cladding, Orchid Range Cooling Plant, etc. | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190279 | Labor to place & install air optimizers (Orchids) | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 190280 | Unit Heater for New Shop -Installed | 6/26/2009 | 15600-00 | HVAC |
| 190281 | Shipping, Duty, Customs on Equip shipped Nov, 2008-May 31, 2009 | 6/26/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190282 | Rconnect Floor Heating in E - House | 6/26/2009 | 15600-00 | Greenhouse & Systems |
| 258346 | HP LJ P4015N Printer for A/R Office | 7/2/2009 | 15700-00 | Computer Hardware |
| 258347 | HP LJ M2727 Printer for Shipping Office | 7/2/2009 | 15700-00 | Computer Hardware |
| 258348 | HP LJ P4515N Printer for Steve's Office | 7/2/2009 | 15700-00 | Computer Hardware |
| 41357 | Mat'l's for Rerouting Drains for Orchid Houses | 7/17/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 179093 | Labor for work in Maintenance Shop | 8/7/2009 | 15300-00 | Misc Bldg Impv 15 |
| 300188 | Water Treatment System | 8/13/2009 | 15400-00 | Ghse Equip-Large 15 |
| 190286 | Building Permit for Cover-All Hoop Bldg. | 8/21/2009 | 15600-00 | Other Buildings 30 |
| 300172 | Priva Computers Software & Hardware for A9 | 8/21/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300190 | Grow Lights for Orchid Range | 8/21/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300189 | Install Exhaust Fan & Connect to Chiller Motor (Incl Ductwork) | 8/27/2009 | 15400-00 | Other Equip-Small 07 |
| 300196 | Electrical Materials for Priva Install - Cooler | 9/4/2009 | 15400-00 | Other Equip-Small 07 |
| 190285 | Concrete for Wood Chip Storage Lot w/Cover-All | 9/11/2009 | 15600-00 | Concrete |
| 190297 | Supply & Install top heat in Zones 10 thru 14 | 9/14/2009 | 15600-00 | Ghse Systems-Primary 30 |

| | | | | |
|--------|--|------------|----------|----------------------------|
| 190298 | Supply & Install Insulation and Jacketing for PVC Cooling Sys piping | 9/14/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190299 | Supply & Install heat exchangr, E/D Corridor Heat, A+C East End Bench Heat | 9/14/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190300 | Supply & Install crane on top of Vyncke Boiler | 9/14/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190301 | Supply & Install crane on top of Vyncke Boiler | 9/14/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 41358 | Labor for Insulation of Cooling and Heating Sys. for Orchid Range | 9/14/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 300176 | Climate Optimizers - Priva | 9/18/2009 | 15400-00 | Ghse Equip-Large 15 |
| 190287 | Concrete Mat'l for Wood Chip Storage Lot w/Cover-All | 9/24/2009 | 15600-00 | Concrete |
| 300193 | 3 - One Time Licences for Controllers for Climate Control Syst. | 9/24/2009 | 15400-00 | Other Equip-Small 07 |
| 300194 | Electrical Labor Heatg/Coolg Priva System for A9 New Install. | 9/24/2009 | 15400-00 | Other Equip-Small 07 |
| 300191 | Controls for Echo System & Irrigation (All Control | 9/25/2009 | 15400-00 | Ghse Systems-Secnd 15 |
| 300195 | Electronics for New Irrigation Syst. A5-8, B5-8 | 9/25/2009 | 15400-00 | Other Equip-Small 07 |
| 300198 | Materials for A-9 Fogging System | 10/1/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300197 | Electrical Materials for Generator, GroLights, Priva - Installations | 10/9/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300192 | 22 - 40" Echo System (Cherry Creek Syst.) | 10/16/2009 | 15400-00 | Ghse Systems-Secnd 15 |
| 258352 | 5 - HP LE2201W 22" LCD | 10/22/2009 | 15700-00 | Computer Hardware |
| 300199 | 3 Vertical Water Tanks for Fertilizer Sys. Orchid Range | 10/28/2009 | 15400-00 | Small Equipment (10Y) |
| 300200 | 1325 Gallon Dipping Tank (for Lillies, Orchids, etc.) | 10/28/2009 | 15400-00 | Small Equipment (10Y) |
| 300201 | Electrical Labor to Hook up L Hs and Wood Boiler | 10/29/2009 | 15400-00 | Heavy Equipment (15 Years) |
| 190284 | Cover-All for Wood Chip Storage(Hoop Building) | 11/5/2009 | 15600-00 | Other Buildings 30 |
| 190291 | Plumbing for Hydraulic Sys. for 3rd Boiler (Wood Chip Rm) | 11/5/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190292 | Expand Walls in Boiler Room (Coble) | 11/13/2009 | 15600-00 | Misc Bldg Impv 15 |
| 300203 | 3 Centrifugal Pumps for Fertilizer Injection Sys for Orchids | 11/13/2009 | 15400-00 | Pumps (5Y) |
| 300206 | Electrical Materials for Generator, GroLights, Priva - Installations | 11/18/2009 | 15400-00 | Generator |
| 300205 | Water Pressure System | 11/20/2009 | 15400-00 | Other Equip-Small 07 |
| 300202 | Electrical Labor to Hook Orchid Lighting & Irrigation | 11/26/2009 | 15400-00 | Ghse Equip-Large 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|--------------------------------------|
| 300204 | Materials for Copper Ionization (Water Treatment) | 11/26/2009 | 15400-00 | Other Equip-Small 07 |
| 190293 | Cranes for Wood Chip Boiler Installation | 12/3/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 285400 | 2003 IQ Club Car w/ Rear seat kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285401 | 2003 IQ Club Car w/ Box Kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285402 | 2003 IQ Club Car w/ Box kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285403 | 2003 IQ Club Car w/ Rear seat kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285404 | 2003 IQ Club Car w/ Box Kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285405 | 2010 Club Car IQ Professional w/Rear Seat & Speed Code | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285406 | 2003 Club Car IQ w/ Box Kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285407 | 2003 Club Car IQ w/ Rear seat kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285408 | 2003 Club Car IQ w/ Rear seat kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285409 | 2003 Club Car IQ w/ Rear seat kit | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285410 | 2003 Club Car IQ w/ Box Kit & Speed Code | 12/3/2009 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 190288 | Engineering Fees Project # 620.8 - IL EPA Issues | 12/10/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300208 | Electrical Labor for Lighting in A13-14 (Orchid Range) | 12/10/2009 | 15400-00 | Other Equip-Small 07 |
| 190302 | Labor for Insulating Cooling & Heating | 12/11/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190303 | Upgrade 2 Zone Hydraulic Power Pack to 3 zone Pack, 200 gal. reservoir, etc. | 12/11/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300215 | Door Fab UltraLife 8-Ow 9-3h for A/B-8 | 12/17/2009 | 15400-00 | Doors |
| 300216 | Door Fab UltraLife 10-Ow 10-0h for E 11/12 | 12/17/2009 | 15400-00 | Doors |
| 190294 | Electrical Materials to Hook-Up Wood Chip Boiler | 12/18/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 190295 | Skyjack Scissor Lift Rental for Wood Boiler Installation | 12/18/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 227436 | Concrete Pad by L-House for Growing area outside. | 12/18/2009 | 15010-00 | Concrete |
| 190290 | 3rd Wood Chip Incinerator (Boiler) | 12/20/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300209 | 4 Portable Radios (Starved Rock Communications) | 12/22/2009 | 15400-00 | Small Equipment (10Y) |
| 300207 | Electrical Materials for Generator, GroLights, Priva, Irrigation, Water Treatmt | 12/23/2009 | 15400-00 | Generator |
| 300210 | Bale Shaver for shaving Orchid Bark Bales | 12/23/2009 | 15400-00 | Ghse Equip-Large 15 |
| 300211 | Materials for Irrigation Syst. for Orchid Range A13-14 | 12/23/2009 | 15400-00 | Other Equip-Small 07 |
| 110137 | Concrete Labor for Finished Product Area Conversion from B9-12 to D9-12 | 12/29/2009 | 15200-00 | Concrete |

| | | | | |
|--------|---|------------|----------|-----------------------------------|
| 300212 | 4 Expansion Tanks for Irrigation in Orchid Range | 12/29/2009 | 15400-00 | Small Equipment (10Y) |
| 140174 | Supply & Install Gatorshield Tubing for Heating & Echos in L3-4 | 12/31/2009 | 15200-00 | Ghse Systems-Primary 30 |
| 190296 | Electrical Labor to Hook-Up Wood Chip Boiler | 12/31/2009 | 15600-00 | Ghse Systems-Primary 30 |
| 300214 | Flier Robot and System Adaptions for Orchids | 12/31/2009 | 15400-00 | Ghse Equip-Large 15 |
| 110140 | Materials for Concrete Work for Finished Product Area (D9-12) | 1/15/2010 | 15200-00 | Concrete |
| 300218 | Rotofilter - RFM 4872 | 1/15/2010 | 15400-00 | Ghse Equip-Large 15 |
| 110143 | Rebar for Concrete for Finished Product Area (D9-12) | 1/21/2010 | 15200-00 | Concrete |
| 190305 | Electrical Hookup for 3rd Wood Boiler | 1/28/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 227444 | Earth Moving for L5-6 Construction | 1/28/2010 | 15010-00 | Land Improvements |
| 300219 | Machine to repair rubber-vulcanizer | 1/28/2010 | 15400-00 | Other Equip-Small 07 |
| 227441 | Rebar for Storm Tunnel Foundation | 1/29/2010 | 15010-00 | Building Improvements |
| 227442 | Rental of Dump Trucks for Moving Earth - Prep for L5-6 | 1/29/2010 | 15010-00 | Land Improvements 30 |
| 190310 | Legal Fees for USDA Guar. Loan for 3rd Boiler | 1/31/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 190311 | Trucking for 3rd Boiler to MAG | 2/4/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 227440 | Tornado Tunnel Engineering for Design and Detail | 2/4/2010 | 15010-00 | Building Improvements |
| 300220 | Lighting for A-9 (Orchid Range) | 2/4/2010 | 15400-00 | Ghse Equip-Large 15 |
| 190308 | Firing up of 3rd Wood Boiler | 2/5/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 190309 | Electrical Materials for 3rd Boiler & ESP Hookup | 2/5/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 300221 | Lighting for A-9 | 2/5/2010 | 15400-00 | Other Equip-Small 07 |
| 110142 | Concrete Labor for Finished Product Area (D9-12) | 2/12/2010 | 15200-00 | Concrete |
| 179094 | New Drain in Newer Shop | 2/12/2010 | 15300-00 | Misc Bldg Impv 15 |
| 190306 | Carpentry Labor for Boiler Room | 2/12/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 110138 | Concrete Work for Finished Product Area (D11-12) | 2/18/2010 | 15200-00 | Concrete |
| 140175 | Labor for L-House (Brian Davis Construction) | 2/18/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 110139 | Concrete Labor for Finished Product Area (D 9-12) | 2/19/2010 | 15200-00 | Concrete |
| 140176 | Labor in L-House | 2/19/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 190307 | Skyjack (Scissor Lift) Rental | 2/19/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 285414 | Toyota Forklift w/2Batteries and Charger | 2/25/2010 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 110141 | Concrete for Finished Product Area (D 9-12) | 2/26/2010 | 15200-00 | Concrete |
| 300222 | 30 Echo Controlers (10 Panels Controlling 3 Echoes each) | 2/26/2010 | 15400-00 | Ghse Systems-Secnd 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|--------------------------------------|
| 190312 | 3rd Boiler Installation (Labor) - Thermo Energy | 3/4/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 300223 | Transducers for Orchid Pumping Station | 3/4/2010 | 15400-00 | Pumps (5Y) |
| 300233 | Mat'ls to Supply Service for Orchid Pumping Station | 3/5/2010 | 15400-00 | Other Equip-Small 07 |
| 300234 | Braker for New Fertilizer Machine in Orchid Range | 3/5/2010 | 15400-00 | Other Equip-Small 07 |
| 300224 | Conveyor Rebuild for New Shipping Area | 3/11/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300225 | 2002 Skyjack Electric Scissorslift - Model SJIII3219 | 3/11/2010 | 15400-00 | Lifts |
| 300226 | 2002 Skyjack Electric Scissorslift - Model SJIII3219 | 3/11/2010 | 15400-00 | Lifts |
| 300227 | 2002 Skyjack Electric Scissorslift - Model SJIII3219 | 3/11/2010 | 15400-00 | Lifts |
| 300228 | 2002 Skyjack Electric Scissorslift | 3/11/2010 | 15400-00 | Lifts |
| 300229 | 2002 Skyjack Electric Scissorslift | 3/11/2010 | 15400-00 | Lifts |
| 300230 | 2003 Skyjack Electric Scissorslift - Model JLG1932E2 | 3/11/2010 | 15400-00 | Lifts |
| 300231 | 2002 Skyjack Electric Scissorslift (Model JLG1932E2) | 3/11/2010 | 15400-00 | Lifts |
| 190313 | Labor to start up new Hydraulic Power Pack | 3/12/2010 | 15600-00 | Ghse Systems-Primary 30 |
| 300232 | Pump System for Orchid Lake | 3/12/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300237 | Skyjack Rental for Echos in L-House | 3/19/2010 | 15400-00 | Ghse Systems-Secnd 15 |
| 274749 | People Hauler - Special Base Vehicle | 3/25/2010 | 15500-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 274750 | People Hauler - Special Base Vehicle | 3/25/2010 | 15500-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300235 | New shipping Belts for D-Range (9-12) | 3/25/2010 | 15400-00 | Other Equip-Small 07 |
| 300236 | HID & photoperiodical Controls, HID lamp group software, Tank Measmt. - Installe | 3/26/2010 | 15400-00 | Other Equip-Small 07 |
| 190304 | 3 Flow Meters for Wood Boilers - 1 for each Boiler | 3/29/2010 | 15600-00 | Heavy Equipment (15 Years) |
| 300238 | Electrical Panels, Wire, Conduit, etc. for New Shipping Area | 4/1/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300239 | Charging Stations for Electric Fork Lifts | 4/1/2010 | 15400-00 | Small Equipment (10Y) |
| 300240 | Electrical Mat'ls for Echos in L3 & L4 | 4/1/2010 | 15400-00 | Ghse Systems-Secnd 15 |
| 300241 | 3 Hot Water/Steam Unit Heaters | 4/2/2010 | 15400-00 | Other Equip-Small 07 |
| 300242 | Pumping Station for Orchids | 4/2/2010 | 15400-00 | Other Equip-Small 07 |
| 190314 | Installation of 5 Unit Heaters | 4/8/2010 | 15600-00 | HVAC |
| 300244 | Filtomat Filter for Orchid Range (Self Cleaning Filter) | 4/8/2010 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|----------------------------|
| 300246 | Freight for Priva - Sensors, Panels, Boards etc (Priva) | 4/9/2010 | 15400-00 | Other Equip-Small 07 |
| 300247 | Controllers for Shipping Belt System in New Shipping Hs | 4/9/2010 | 15400-00 | Other Equip-Small 07 |
| 227443 | Earth Moving for Fire Truck Ramp & East Truck Lot | 4/15/2010 | 15010-00 | Land Improvements 30 |
| 300243 | Additional Water Line for Orchid Range | 4/16/2010 | 15400-00 | Other Equip-Small 07 |
| 300248 | New Belts for Shipping House (D 9-12) | 4/22/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300251 | Electical Labor Echos, Flow Meter in Wd. Boiler Rm, Shipping Equip. in D5-8 | 4/22/2010 | 15400-00 | Heavy Equipment (15 Years) |
| 300245 | Pumps for new Pumping Sys. for Orchids | 4/23/2010 | 15400-00 | Pumps (5Y) |
| 300250 | 4 Urbinati Wireless Fingers - complete Finger w/Star Assembly | 4/30/2010 | 15400-00 | Other Equip-Small 07 |
| 300252 | Priva Materials - Sensors, Module, etc. | 5/7/2010 | 15400-00 | Other Equip-Small 07 |
| 243311 | IP Office 500 Phone System | 5/13/2010 | 15700-00 | Small Equipment (10Y) |
| 258353 | HP P4515TN Laser Printer for BOL's in Shipping Area | 5/13/2010 | 15700-00 | Computer Hardware |
| 300253 | Siren for Tornado/Fire | 5/20/2010 | 15400-00 | Other Equip-Small 07 |
| 300254 | 96" Basket for Skytrak 6036 | 5/27/2010 | 15400-00 | Other Equip-Small 07 |
| 300255 | Lake Pump for L-House | 6/3/2010 | 15400-00 | Pumps (5Y) |
| 300257 | 2 Plant Bench Stackers | 6/9/2010 | 15400-00 | Ghse Equip-Large 15 |
| 190315 | Insulate & Cover all Exposed Pumps, Valves, Pipes in Cooling Plant | 6/17/2010 | 15600-00 | Greenhouse & Systems |
| 300258 | Lg. Plant Cart (Wagon) for Production | 7/15/2010 | 15400-00 | Other Equip-Small 07 |
| 300259 | 10 - Walk Boom System (36.5 x 860.) | 7/16/2010 | 15400-00 | Booms |
| 190326 | Geotechnical Borings for Proposed Water Tank Site | 7/22/2010 | 15600-00 | Misc Bldg Impv 15 |
| 227445 | Underground Electric - East Side | 7/22/2010 | 15010-00 | Building Improvements |
| 70019 | Demolition of Cravo & Delsem Houses B 9-12 | 7/22/2010 | 15200-00 | Greenhouses 30 |
| 190325 | Engineering Fees for 2nd Hot Water Tank Placement | 7/29/2010 | 15600-00 | Misc Bldg Impv 15 |
| 190316 | Concrete Labor for Esp Room | 8/5/2010 | 15600-00 | Concrete |
| 190317 | Concrete Labor for Esp Room | 8/6/2010 | 15600-00 | Concrete |
| 300273 | Ball Valve for new fertilizer injection Sys. in Orchid Range | 8/6/2010 | 15400-00 | Other Equip-Small 07 |
| 227448 | Earth Moving for L5-6 Construction | 8/12/2010 | 15010-00 | Land Improvements 30 |
| 300261 | Reroute Main Electrical Supply to C & D from B 9-12 | 8/12/2010 | 15400-00 | Other Equip-Small 07 |
| 140179 | Echos for L-Hs 3-4 | 8/13/2010 | 15200-00 | Ghse Systems-Primary 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|--------------------------------------|
| 70023 | Concrete Labor for B - Hs 9-12 (Orchid Range) | 8/13/2010 | 15200-00 | Computer Hardware |
| 190318 | Concrete for Esp Room | 8/20/2010 | 15600-00 | Computer Hardware |
| 190319 | Building over Esp's | 8/20/2010 | 15600-00 | Misc Bldg Impv 15 |
| 70020 | Skytrac Rental for Demolition of Cravo & Delsem Houses B 9-12 | 8/20/2010 | 15200-00 | Greenhouse & Systems (30 Years) |
| 70021 | Building Permit for B 9-12 Orchid Range | 8/26/2010 | 15200-00 | Greenhouses 30 |
| 70024 | Concrete Labor for B - Hs 9-12 (Orchid Range) | 8/26/2010 | 15200-00 | Concrete |
| 70025 | Concrete Labor for B - Hs 9-12 (Orchid Range) | 8/26/2010 | 15200-00 | Concrete |
| 227434 | Earth Moving to prepare for new Greenhouse Construction (East Side of existing) | 9/1/2010 | 15010-00 | Land Improvements 30 |
| 227435 | Rental of 2 Dump Trucks for Earth Moving in Preparation of New Greenhouse Constr | 9/1/2010 | 15010-00 | Land Improvements 30 |
| 227437 | Geotechnical Borings on site of Proposed Bridge on East Side of Greenhouse | 9/1/2010 | 15010-00 | Land Improvements |
| 227438 | Earthmoving to fill Ravine in Preparation of New Greenhouse Construction | 9/1/2010 | 15010-00 | Land Improvements 30 |
| 227439 | Drainage Pipe for new Lake (out by L House) | 9/1/2010 | 15010-00 | Land Improvements 30 |
| 300272 | Rerouting Power for C & D Houses and Seeding (from B9-12) | 9/2/2010 | 15400-00 | Production |
| 300264 | Priva Computers for B9-B12 Orchid Range | 9/3/2010 | 15400-00 | Ghse Equip-Large 15 |
| 285416 | 2008 Club Car w/ access. LVW's | 9/9/2010 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300265 | Shade Cloth & Components for A9 - 12 & C1& 2 | 9/23/2010 | 15400-00 | Ghse- Energy Curtains 10 |
| 300266 | Retubed Boilers - #1 & #2 in West Boiler Room | 9/23/2010 | 15400-00 | Heavy Equipment (15 Years) |
| 110144 | Concrete Labor for Bumper Posts (Yellow) | 9/30/2010 | 15200-00 | Concrete |
| 70022 | Concrete Labor for B - Hs 9-12 (Orchid Range) | 10/1/2010 | 15200-00 | Concrete |
| 70026 | Concrete for B - Hs 9-12 (Orchid Range) | 10/1/2010 | 15200-00 | Concrete |
| 190320 | Elec. Matl's for Lights for ESP Room | 10/7/2010 | 15600-00 | Misc Bldg Impv 15 |
| 300267 | Irrigation - Nutrient Mixing Pump Set w/ 1000 L Solution Tank, Lid & connections | 10/7/2010 | 15400-00 | Pumps (5Y) |
| 110145 | Concrete for Bumper Posts (Yellow) | 10/8/2010 | 15200-00 | Concrete |
| 300268 | Chlorine Injection System for B-Hs Tank | 10/14/2010 | 15400-00 | Other Equip-Small 07 |

| | | | | |
|--------|--|------------|----------|-------------------------|
| 190321 | Engineering Fees Project # 620.8 - IL EPA Issues | 10/21/2010 | 15600-00 | License/Fees/Admin |
| 190327 | Labor for Insulating Cooling & Heating | 10/21/2010 | 15600-00 | Greenhouse & Systems |
| 300269 | Soil Assessment to Convert Undergroun Fuel Storage Tanks to H2O for Fire Dept Pu | 10/21/2010 | 15400-00 | Small Equipment (10Y) |
| 300271 | Light Panels for Orchid Range | 10/21/2010 | 15400-00 | Other Equip-Small 07 |
| 190329 | B 9-12 (Orchid Range) Portion of 11 Acre Heating System for L5-6 & B9-12 | 10/26/2010 | 15600-00 | Greenhouse & Systems |
| 300270 | Concrete Labor for New Pump House by Lake | 10/28/2010 | 15400-00 | Ghse Equip-Small 10 |
| 130195 | Mat'l's for Heating in North 2 Production Area (E-Hs) | 11/4/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 130196 | Mat'l's for Heating in North 2 Production Area (E-Hs) | 11/4/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 227446 | Concrete Labor for Parking Lot for New Shop | 11/4/2010 | 15010-00 | Concrete |
| 300304 | Mat'l's for Chlorine Project | 11/4/2010 | 15400-00 | Other Equip-Small 07 |
| 41360 | Lighting Mat'l's for A Hs Orchid Range | 11/4/2010 | 15200-00 | Ghse Systems-Secnd 15 |
| 300275 | 1952 Light Fixtures for Orchid Range | 11/9/2010 | 15400-00 | Ghse Equip-Small |
| 130197 | Mat'l's for Heating in North 2 Production Area (E-Hs) | 11/12/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 163016 | Roofing over Offices | 11/12/2010 | 15300-00 | Misc Bldg Impv 15 |
| 190328 | Upgrade 2 Zone Hydraulic Power Pack to 3 zone Pack, 200 gal. reservoir, etc. | 11/12/2010 | 15600-00 | Greenhouse & Systems |
| 300308 | 200 AMP Supply for Orchid Pump Hs | 11/12/2010 | 15400-00 | Other Equip-Small 07 |
| 300276 | Panels for lighting in B9-11 & A10-12 | 11/13/2010 | 15400-00 | Other Equip-Small 07 |
| 300277 | Fire Hydrant | 11/13/2010 | 15400-00 | Other Equip-Small 07 |
| 190323 | Mat'l's for ESP's Room & L-Hs Heat System | 11/15/2010 | 15600-00 | Greenhouse & Systems |
| 300278 | 30 Lights for South Production | 11/18/2010 | 15400-00 | Other Equip-Small 07 |
| 300274 | PVC for Water Lines in B9-12 new Orchid Range | 11/19/2010 | 15400-00 | Other Equip-Small 07 |
| 300279 | Installation(programming)on Robot that deoes Orchid Vase Cupping | 11/19/2010 | 15400-00 | Other Equip-Small 07 |
| 300280 | Cabinet Saw 52" Fence | 11/19/2010 | 15400-00 | Other Equip-Small 07 |
| 350046 | 2 -10 X 10 Raynor ThermaSeal Steel Door for North Docks | 11/24/2010 | 15300-00 | Doors |
| 163017 | Architectual Work for Proposed New Office Expansion | 11/30/2010 | 15300-00 | Misc Bldg Impv 15 |
| 163022 | New Conference Room Installation | 12/9/2010 | 15300-00 | Misc Bldg Impv 15 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|-----------------------------------|
| 285418 | 2003 Skytrak 6036C Telehandler Forklift w 80" skidsteer bucket | 12/9/2010 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 300281 | Dosing Pump for Ph H2O treatment f/ B7 Tank | 12/9/2010 | 15400-00 | Pumps (5Y) |
| 190324 | 8 Burnam Boilers (Convert Steam to Hot Water) | 12/10/2010 | 15600-00 | Greenhouse & Systems |
| 300312 | Concrete for Pump Hs - Orchid Range | 12/10/2010 | 15400-00 | Other Equip-Small 07 |
| 300313 | Mat'l's for Pump Hs - Orchid Range | 12/10/2010 | 15400-00 | Other Equip-Small 07 |
| 163018 | Mat'l's for Conference Room over Cafeteria | 12/16/2010 | 15300-00 | Misc Bldg Impv 15 |
| 163019 | Labor for Conference Room over Cafeteria | 12/17/2010 | 15300-00 | Misc Bldg Impv 15 |
| 227447 | Concrete for Parking Lot for New Shop | 12/17/2010 | 15010-00 | Concrete |
| 190322 | Emissions Test for EPA for Licensing | 12/20/2010 | 15600-00 | License/Fees/Admin |
| 285420 | 2007 New Holland D95 LGP Dozer (Used) | 12/20/2010 | 15600-00 | Heavy Equipment (15 Years) |
| 300305 | Elect. Mat'l's for Pump Hs for Orchid Range | 12/20/2010 | 15400-00 | Other Equip-Small 07 |
| 70027 | Greenhouse Structure - B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Greenhouses 30 |
| 70029 | Roll Up Walls - B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70031 | Elect. Mat'l's for Lighting in B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70032 | Elect. Labor for Lighting in B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70033 | Elect. Mat'l's for Lighting Sys. in B 9- 12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70034 | Mat'l's for B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70035 | Mat'l's for Water Lines B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 70036 | Mat'l's for Water Lines B 9-12 (Orchid Range) | 12/20/2010 | 15200-00 | Ghse Systems-Primary 30 |
| 163020 | Mat'l's for Conference Room over Cafeteria | 12/21/2010 | 15300-00 | Misc Bldg Impv 15 |
| 300294 | Pump Overhaul for North Lake Pump | 12/21/2010 | 15400-00 | Pumps (5Y) |
| 163021 | Door handles for Conference Room over Cafeteria | 12/22/2010 | 15300-00 | Doors |
| 300283 | Modifications on Orchid Planter & Fabricate 5 Idle Roller Drivers | 12/22/2010 | 15400-00 | Other Equip-Small 07 |
| 300297 | Mat'l's for Compressor in East Boiler Room | 12/22/2010 | 15400-00 | Heavy Equipment (15 Years) |
| 300301 | Elect. Mat'l's for Irrigation Booms B9- 12 | 12/22/2010 | 15400-00 | Booms |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|-----------------------------------|
| 300262 | Ultra Cool System for B9-B12 Orchid Expansion | 12/29/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300263 | Aqua Drive - to control speed of motors on fans in Orchid Range (A-Hs) | 12/29/2010 | 15400-00 | Other Equip-Small 07 |
| 300284 | 36 Rolling Ladders w/ Handrails | 12/29/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300285 | Parts for Irrigation System for Orchid Range B9-12 | 12/29/2010 | 15400-00 | Other Equip-Small 07 |
| 300286 | Wireless Controllers for B9-12 & L5-6 | 12/29/2010 | 15400-00 | Other Equip-Small 07 |
| 285419 | Fork Lift Attachment Slip Sheet | 12/30/2010 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 300260 | 6 Custom Steel Tracking Wagons (120" x 64")w/3 alum. remov shelves | 12/30/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300289 | Orchid Irrigation System Parts | 12/30/2010 | 15400-00 | Other Equip-Small 07 |
| 300291 | Potentiometers for Gear Motors for B9-12 Windows & Curtains | 12/30/2010 | 15400-00 | Other Equip-Small 07 |
| 300292 | Heating Controls | 12/30/2010 | 15400-00 | Other Equip-Small 07 |
| 300293 | Interface Upgrade for Climate Control System - Local | 12/30/2010 | 15400-00 | Other Equip-Small 07 |
| 300298 | Elect. Mat'l's for Gro-Lights in A9-12 | 12/30/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300299 | Elect. Mat'l's for Gro-Lights in B9-12 | 12/30/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300300 | Elect. Mat'l's for L-Hs & A-Hs Installations | 12/30/2010 | 15400-00 | Ghse Equip-Large 15 |
| 300303 | Elect. Mat'l's Orchid Range B9-12 Installations | 12/30/2010 | 15400-00 | Ghse Equip-Large 15 |
| 41359 | A-Hs Disconnects (for separate power from B Hs) | 12/30/2010 | 15200-00 | Greenhouses & Systems |
| 70037 | Scissor Lift Rentals for B 9-12 (Orchid Range) | 12/30/2010 | 15200-00 | Greenhouse & Systems (30 Years) |
| 300290 | Touchscreens for Irrigation System - Orchid Range & Pumping Station in L-Hs | 12/31/2010 | 15400-00 | Computer Hardware |
| 300295 | Pump - Self Priming for North Lake | 12/31/2010 | 15400-00 | Pumps (5Y) |
| 300296 | Air/Wtr Hose for Orchid Range 1", 450' Reel | 12/31/2010 | 15400-00 | Other Equip-Small 07 |
| 300302 | Lighting Panels for Orchid Range | 12/31/2010 | 15400-00 | Growing |
| 300306 | Elect. Mat'l's for L-Hs 5-6 | 12/31/2010 | 15400-00 | Other Equip-Small 07 |
| 300314 | Wireless for Irrigation System in B9-12 & L5-6 | 12/31/2010 | 15400-00 | Other Equip-Small 07 |
| 190331 | Labor - Brian Davis | 1/20/2011 | 15600-00 | Greenhouse & Systems |
| 300322 | Scissor Lift Rental for installing Lights. | 1/26/2011 | 15400-00 | Greenhouse & Systems (30 Years) |
| 227449 | Earth Moving for L5-6 Construction | 1/27/2011 | 15010-00 | Land Improvements 30 |
| 70038 | Labor for B 9-12 (Brian Davis) | 1/27/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300316 | Mat'l's fro New Pump Hs for Orchid Range | 1/28/2011 | 15400-00 | Pumps (5Y) |
| 70039 | Labor for Construction B 9-12 | 1/31/2011 | 15200-00 | Greenhouses 30 |
| 70028 | Interior Curtains - B 9-12 (Orchid Range) | 2/1/2011 | 15200-00 | Ghse- Energy Curtains |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|----------------------------------|
| 140203 | L 5-6, Mat'ls & Parts | 2/10/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 163026 | Paint for New Conference Room | 2/10/2011 | 15300-00 | Misc Bldg Impv 15 |
| 163028 | Remodel Sales Offices | 2/11/2011 | 15300-00 | Misc Bldg Impv 15 |
| 300319 | PVC for Drip Line System in B 9-11 | 2/11/2011 | 15400-00 | Other Equip-Small 07 |
| 70040 | Mat'l for water filter/Irrigation for Orchids (B 9-12) | 2/11/2011 | 15200-00 | Greenhouse & Systems |
| 300310 | Mat'l's for Copper Ionization Machine | 2/15/2011 | 15400-00 | Other Equip-Small 07 |
| 163024 | Carpeting for New Conference Room, Stairway and Landings | 2/17/2011 | 15300-00 | Building Improvements |
| 163029 | Sprayed Foam Insulation in Ceiling of Sales Offices | 2/17/2011 | 15300-00 | Misc Bldg Impv 15 |
| 300318 | Tower Boom System for L 5&6 | 2/18/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 140177 | L-5 Machine Hire for Construction Prep. | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140178 | Water Tubing for L 5-6 Floor Heating | 3/1/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 140180 | L5-6 Underground Drainage | 3/1/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 140181 | L5-6 - Rental of T320 Track Loader | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140182 | L5-6 - Drainage Materials | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140183 | L5-6 - Service Panels for Electrical | 3/1/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 140184 | L5-6 -Heavy Equipment Rental & Fill (Gravel & Sand) | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140185 | L5-6 - Rebar, Polyfilm & Supplies for Concrete | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140186 | L5-6 - Concrete | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140187 | L5-6 - Concrete Conveyor Work | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140188 | L5-6 - Concrete Labor | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140189 | L5-6 - Concrete Labor | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140190 | L5-6 - Concrete Labor | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140191 | L5-6 - Concrete Labor | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140192 | L5-6 - Concrete Labor | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140193 | L5-6 - Drainage Materials | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140194 | L5-6 - Roof Drainage Materials | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140195 | L5-6 - Heating System Materials | 3/1/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 140196 | L5-6 - Structure (Incl. Glass) | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140197 | L5-6 - Labor for Construction of Greenhouse | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 140209 | L 5-6 Curtains incl. Labor to Install | 3/1/2011 | 15200-00 | Ghse- Energy Curtains |
| 140210 | L 5-6 Roll-up Wall Cloth & Motors | 3/1/2011 | 15200-00 | Greenhouses 30 |
| 70030 | Exterior Curtains - B 9-12 (Orchid Range) | 3/1/2011 | 15200-00 | Ghse- Energy Curtains |
| 163025 | Furnace & A/C for New Conference Room | 3/3/2011 | 15300-00 | HVAC |
| 163027 | 12 Lights for New Conference Room | 3/3/2011 | 15300-00 | Misc Bldg Impv 15 |
| 243313 | NP2200 XGA LCD Projector - 4200 Lumen w/ vukunet cms | 3/3/2011 | 15700-00 | Office Equipment |
| 300309 | Copper Ionization Machine | 3/3/2011 | 15400-00 | Ghse Equip-Large 15 |
| 300311 | Priva Integro for L Range | 3/3/2011 | 15400-00 | Ghse Equip-Large 15 |
| 300323 | Air Compressor - Ingersol Rand (Incl Frght) | 3/3/2011 | 15400-00 | Landscape/Utility/Farm Equipment |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|--------------------------------------|
| 140202 | L 5-6 - Mat'l for Priva Installation | 3/4/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300329 | Concrete Forms | 3/4/2011 | 15400-00 | Concrete |
| 22025 | Concrete work for Pit for Ionization Tank (B Hs) | 3/10/2011 | 15200-00 | Concrete |
| 285421 | 2006 Presidents Club Cars - 48 Volt Electric W/ Seat | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285422 | 2006 Presidents Club Cars - 48 Volt Electric W/ Seat | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285423 | 2006 Presidents Club Cars - 48 Volt Electric W/ Seat | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285424 | 2006 Presidents Club Cars - 48 Volt Electric W/Box | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285425 | 2006 Presidents Club Cars - 48 Volt Electric W/ Box | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285426 | 2006 Presidents Club Cars - 48 Volt Electric W/ Box | 3/10/2011 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 350047 | 2 Kelley DSH Model Dock Seals plus Installation | 3/17/2011 | 15300-00 | Small Equipment (10Y) |
| 163023 | Construction of New Conference Room over Cafeteria | 3/18/2011 | 15300-00 | Misc Bldg Impv 15 |
| 300327 | Priva Computer Fan | 3/18/2011 | 15400-00 | Ghse Equip-Large 15 |
| 300328 | Rotofilter RFM 3254, 500gpm design, 17 micron screen | 3/18/2011 | 15400-00 | Ghse Equip-Large 15 |
| 190330 | L 5-6 Portion of 11 Acre Heating System for L5-6 & B9-12 | 3/23/2011 | 15600-00 | Greenhouse & Systems |
| 190332 | Frequency Drive | 3/23/2011 | 15600-00 | Pumps (5Y) |
| 190333 | ID Fan Motor on Boiler #1 | 3/23/2011 | 15600-00 | Heavy Equipment (15 Years) |
| 190334 | Mount brackets for Filters in Cooling Plant | 3/23/2011 | 15600-00 | Greenhouses & Systems |
| 190335 | Panel Changes for L-Range | 3/23/2011 | 15600-00 | Greenhouse & Systems |
| 190336 | B 9-12 (Orchid Range) Portion of 11 Acre Heating System for L5-6 & B9-12 | 3/23/2011 | 15600-00 | Greenhouse & Systems |
| 190337 | Labor & Mat'ls to install Ringline w/ Manifold, Connect. Hot Watr Tk to L Boiler | 3/23/2011 | 15600-00 | Greenhouse & Systems |
| 190338 | Labor & Mat'ls for Insulation and Cladding new Ringline & Manifold | 3/23/2011 | 15600-00 | Greenhouse & Systems |
| 300320 | Injector for Booms in L 5-6 | 3/24/2011 | 15400-00 | Pumps (5Y) |
| 300330 | Install Controll on Burnham Boilers | 3/24/2011 | 15400-00 | Heavy Equipment (15 Years) |
| 300332 | Electrical Mat'ls for New Lighting in Orchid Range | 3/24/2011 | 15400-00 | Ghse Equip-Large 15 |
| 140198 | L 5-6 - PVC for Roof Drainage and Waterlines | 3/25/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300317 | Potting Machine w/Hopper, Pot Destacker, xtra potting Ring, etc. | 3/25/2011 | 15400-00 | Ghse Equip-Large 15 |
| 140199 | L 5-6 - Mat'l for Booms | 3/31/2011 | 15200-00 | Booms |
| 140200 | L 5-6 - Electrical Labor | 3/31/2011 | 15200-00 | Ghse Systems-Primary 30 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|-----------|----------|----------------------------|
| 140201 | L 5-6 - Electrical Mat'ls for Priva, etc. installation | 3/31/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300321 | Ph & Chlorine Control for Pumping Station for L-Hs | 3/31/2011 | 15400-00 | Ghse Equip-Large 15 |
| 300331 | Lighting in A 10-11 (Reflectors & Brackets, Delta) | 3/31/2011 | 15400-00 | Ghse Equip-Large 15 |
| 41361 | Mat'l for Irrigation Panel for A 10-14 | 3/31/2011 | 15200-00 | Ghse Systems-Secnd 15 |
| 41362 | Electrical Mat'ls for New Irrigation System A 10-14 | 3/31/2011 | 15200-00 | Greenhouses & Systems |
| 70041 | Mat'ls for Irrigation for Orchid Range (B 9-12) | 3/31/2011 | 15200-00 | Greenhouse & Systems |
| 140207 | L 5-6 Electrical Labor | 4/7/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 243314 | 54 Chairs for Conference Room - High Black Split Leather w/ Mesh Back | 4/7/2011 | 15700-00 | Office Equipment |
| 243315 | 10 Round Tables for Conference Room | 4/7/2011 | 15700-00 | Office Equipment |
| 300337 | Wireless Mat'ls for L 5-6 | 4/7/2011 | 15400-00 | Other Equip-Small 07 |
| 140206 | L 5-6 PVC, etc. for Booms | 4/8/2011 | 15200-00 | Booms |
| 70042 | Concrete Knee Wall in B 12 | 4/8/2011 | 15200-00 | Concrete |
| 190339 | Engineering Costs for EPA Permits for Boilers | 4/14/2011 | 15600-00 | Heavy Equipment (15 Years) |
| 227450 | PVC for East Lake Waterline | 4/15/2011 | 15010-00 | Ghse Systems-Secnd 15 |
| 227451 | Mat'ls for West Pond | 4/15/2011 | 15010-00 | Ghse Systems-Secnd 15 |
| 227452 | Mat'ls for Center Lake Water Intake | 4/15/2011 | 15010-00 | Ghse Systems-Secnd 15 |
| 300342 | Orchid Filter Mat'ls | 4/15/2011 | 15400-00 | Other Equip-Small 07 |
| 140205 | L 5-6 Mat'l for Booms | 4/21/2011 | 15200-00 | Booms |
| 140208 | L 5-6 Electrical Mat'ls | 4/21/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300345 | Air Cleaner for Table Repair | 4/21/2011 | 15400-00 | Growing |
| 300349 | Drippers for Hanging Basket Line | 4/21/2011 | 15400-00 | Other Equip-Small 07 |
| 300346 | Ducting for New Compressor | 4/22/2011 | 15400-00 | Other Equip-Small 07 |
| 70043 | Waterlines in B 12 | 4/22/2011 | 15200-00 | Greenhouse & Systems |
| 190340 | Emissions Tests for Wood Boiler Permits from EPA | 4/28/2011 | 15600-00 | Heavy Equipment (15 Years) |
| 300334 | 10 Radios for Greenhouse | 4/28/2011 | 15400-00 | Small Equipment (10Y) |
| 300335 | Wood Chip Moisture Tester | 4/28/2011 | 15400-00 | Other Equip-Small 07 |
| 300336 | Wireless Mat'ls for Greenhouse | 4/28/2011 | 15400-00 | Other Equip-Small 07 |
| 140204 | L 5-6 Mat'ls for Booms | 4/29/2011 | 15200-00 | Booms |
| 300350 | Electrical Mat'ls for Orchid Lighting in A10-12 | 5/5/2011 | 15400-00 | Growing |
| 300353 | Electrical Panel Mat'ls | 5/5/2011 | 15400-00 | Other Equip-Small 07 |
| 190341 | Engineering Fees for Air Emissions Reporting | 5/12/2011 | 15600-00 | License/Fees/Admin |
| 227453 | West Pond Overflow Repair & Parking Lot Dressing | 5/12/2011 | 15010-00 | Land Improvements 30 |
| 300333 | Mat'ls for Booms & Echos - L 5-6 | 5/19/2011 | 15400-00 | Booms |
| 300339 | Hopper for Orchids | 5/19/2011 | 15400-00 | Other Equip-Small 07 |
| 300340 | Booms for L 5-6 | 5/20/2011 | 15400-00 | Booms |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|----------------------------|
| 285427 | 2006 KOMATSU WA 320-5L Wheel Loader | 5/26/2011 | 15600-00 | Heavy Equipment (15 Years) |
| 300351 | Electrical Mat'ls for L-Hs Wireless | 5/26/2011 | 15400-00 | Other Equip-Small 07 |
| 300352 | Electrical Mat'ls for Wireless - Pump East Pond to B-Hs Tank | 5/26/2011 | 15400-00 | Other Equip-Small 07 |
| 300338 | Photo Equipment for Orchids, etc. Brochures, send to customers, etc. | 6/3/2011 | 15400-00 | Other Equip-Small 07 |
| 300348 | Cell Phone Booster System | 6/16/2011 | 15400-00 | Computer Hardware |
| 300354 | Electrical Mat'ls for Wireless in A 9-14 | 6/23/2011 | 15400-00 | Other Equip-Small 07 |
| 41363 | Irrigation for A 9-14 | 6/24/2011 | 15200-00 | Ghse Systems-Secnd 15 |
| 41364 | Mat'ls for Irrigation System a 9-14 (Orchid Range) | 6/30/2011 | 15200-00 | Ghse Systems-Secnd 15 |
| 300355 | Sidestep Motor for STS Transplanter | 7/8/2011 | 15400-00 | Other Equip-Small 07 |
| 70044 | PVC CheckValve for Orchid Range | 7/15/2011 | 15200-00 | Greenhouse & Systems |
| 300347 | Gas Manifold for Boiler #5 | 7/21/2011 | 15400-00 | Heavy Equipment (15 Years) |
| 300356 | Siding Door System for Greenhouse | 7/28/2011 | 15400-00 | Doors |
| 300357 | D-Link Access pt for Wireless Booms in A9-A14 | 7/28/2011 | 15400-00 | Booms |
| 140211 | Sprinklers for L5-6 | 8/4/2011 | 15200-00 | Ghse Systems-Primary 30 |
| 300367 | Lighting Mat'ls for A11 & A12 | 8/4/2011 | 15400-00 | Other Equip-Small 07 |
| 285435 | Walk Behind Soil Compactor - Plate Compactor | 8/12/2011 | 15600-00 | Small Equipment (10Y) |
| 300366 | Lighting Mat'ls for A11 & A12 | 8/18/2011 | 15400-00 | Growing |
| 300369 | 2 Pumps for L-Hs New Water System | 8/18/2011 | 15400-00 | Pumps (5Y) |
| 300360 | Echo Automation in A6 & B6 | 8/19/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 300365 | Custom Programming for CJ2 PLC & Touch Screen to control fertilizer & H2O Distri | 8/19/2011 | 15400-00 | Other Equip-Small 07 |
| 70045 | Concrete for kneewalls for Orchid Production Area | 8/26/2011 | 15200-00 | Concrete |
| 300361 | Tanks for Tom's Brew (Natural Fungicide/Pesticide) | 9/1/2011 | 15400-00 | Small Equipment (10Y) |
| 227454 | 10 Inch Pipe for North Lake to B7, Main Line | 9/8/2011 | 15010-00 | Greenhouses & Systems |
| 227455 | North Lake Water Line to C-7 (Mini-Excavator Rental) | 9/8/2011 | 15010-00 | Greenhouse & Systems |
| 190342 | Bal. on Undergirt Fuel Conveyor, Various Inv. Less Var. Credits -Final Tie Out | 9/12/2011 | 15600-00 | Greenhouse & Systems |
| 190343 | 3 Low Water Cut-offs, 1 on each Vyncke Boiler (Purch & Installed) | 9/15/2011 | 15600-00 | Greenhouse & Systems |
| 227456 | North Lake Water Line to B-7 - 10 Inch Pipe | 9/15/2011 | 15010-00 | Ghse System Improvments |
| 300370 | Balance due for Asset #300275, Lighting for Orchid Range | 9/15/2011 | 15400-00 | Other Equip-Small 07 |

| | | | | |
|--------|--|------------|----------|-----------------------------------|
| 179095 | Fill in S. East Loading Docks for Orchid Area | 9/22/2011 | 15300-00 | Misc Bldg Impv 15 |
| 179097 | Concrete Mesh to Fill in S. East Loading Docks for Orchid Area | 9/22/2011 | 15300-00 | Misc Bldg Impv 15 |
| 179098 | Concrete Conveyer Use to Fill in S. East Loading Docks for Orchid Area | 9/22/2011 | 15300-00 | Concrete |
| 285437 | Toyota Forklift - Battery Operated | 9/22/2011 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 227457 | North Lake Water Line to B-7 | 9/23/2011 | 15010-00 | Greenhouse & Systems |
| 227458 | North Lake Water Line | 9/23/2011 | 15010-00 | Greenhouse & Systems |
| 179096 | Concrete to Fill in S. East Loading Docks for Orchid Area | 9/30/2011 | 15300-00 | Misc Bldg Impv 15 |
| 300368 | 2 Fire Hydrants | 9/30/2011 | 15400-00 | Other Equip-Small 07 |
| 179099 | Replace Walls in S. East Loading Docks for Orchid Area | 10/6/2011 | 15300-00 | Misc Bldg Impv 15 |
| 300359 | Electrical switches, etc. for Echo Automation in A7-8 & B7-8 | 10/7/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 274755 | Replace Engine in Unit #961 (Straight Truck) | 10/13/2011 | 15500-00 | Automobiles (5 Years) |
| 300372 | Fogger Sprayer (Dramm Trac Fogger) | 10/13/2011 | 15400-00 | Ghse Equip-Large 15 |
| 258361 | Security System (Incl. Cameras, program, dvr, installation) | 10/20/2011 | 15700-00 | Computer Hardware |
| 300358 | Chemical Applicators on Booms - E House, etc. | 10/20/2011 | 15400-00 | Pumps (5Y) |
| 300363 | Echos Automation (Wireless) in A7-8 & B7-8 | 10/20/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 300364 | Echos Automation (Wireless) in A6-8 & B6-8 | 10/20/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 227464 | Pipe for Fire Hydrants | 10/21/2011 | 15010-00 | Building Improvements |
| 300373 | Retubed & Replac. Refractory in Boiler #1 in West Boiler Room | 10/27/2011 | 15400-00 | Heavy Equipment (15 Years) |
| 300374 | Retubed & Replac. Refractory in Boiler #2 in West Boiler Room | 10/27/2011 | 15400-00 | Heavy Equipment (15 Years) |
| 300376 | Pump for Fire Hydrant (Power-Flo PF8153444 Submersible Pump) | 10/28/2011 | 15400-00 | Pumps (5Y) |
| 300377 | Pump for Fire Hydrant (Power-Flo PF81532 Submersible Pump) | 10/28/2011 | 15400-00 | Pumps (5Y) |
| 163030 | Furnace and A/C System for Offices | 11/3/2011 | 15300-00 | HVAC |
| 163031 | Goodman Furnace and A/C System for Offices | 11/3/2011 | 15300-00 | HVAC |
| 300371 | Fog System for Germination Chamber for Humidity Control | 11/3/2011 | 15400-00 | Other Equip-Small 07 |
| 300375 | Retubed in Boiler in N. East Boiler Room - L-Hs Boiler | 11/3/2011 | 15400-00 | Heavy Equipment (15 Years) |
| 300387 | New Echos for A8 & B-8 | 11/3/2011 | 15400-00 | Ghse Systems-Secnd 15 |
| 227460 | Concrete North Loading Docks Driveway | 11/4/2011 | 15010-00 | Concrete |
| 227462 | North Loading Docks Driveway - Ribar | 11/9/2011 | 15010-00 | Driveway Repairs |

| | | | | | | |
|--|--------|---|------------|----------|-----------------------|--|
| | 227459 | Underground Line for Utility Power to L-Hs & D-Hs | 11/23/2011 | 15010-00 | Greenhouse & Systems | |
| | 300378 | 20 Doors - Swing both Ways | 11/23/2011 | 15400-00 | Doors | |
| | 300388 | LED Lighting for Germination Chamber | 11/23/2011 | 15400-00 | Other Equip-Small 07 | |
| | 300389 | Lighting for C10 | 11/23/2011 | 15400-00 | Ghse Equip-Large 15 | |
| | 285440 | Bucket - 72"Sweeper for Driveway | 12/1/2011 | 15600-00 | Small Equipment (10Y) | |
| | 300383 | Mitsubishi Diesel Generator - 3-Phase w 100 gal. tank | 12/1/2011 | 15400-00 | Generator | |
| | 300384 | Zenith Auto Transfer Switch for Water System - East | 12/1/2011 | 15400-00 | Other Equip-Small 07 | |
| | 300385 | 4 Dosatron Pumps | 12/1/2011 | 15400-00 | Pumps (5Y) | |
| | 300379 | Lighting for C-10 | 12/14/2011 | 15400-00 | Ghse Equip-Large 15 | |
| | 227463 | Repave Parking Lot in Front of Building (North of County Rd.) | 12/15/2011 | 15010-00 | Driveway Repairs | |
| | 300380 | Iron Working Machine for Echos, etc. | 12/15/2011 | 15400-00 | Ghse Systems-Secnd 15 | |
| | 227461 | North Loading Docks Driveway - Hvy Equip. Rental | 12/22/2011 | 15010-00 | Driveway Repairs | |
| | 300381 | Freight for Asset # 300264 (Priva for B9-B12) | 12/22/2011 | 15400-00 | Other Equip-Small 07 | |
| | 300382 | Rotofilter - RFM 4872 w/ 11 Micron Screens | 12/28/2011 | 15400-00 | Ghse Equip-Large 15 | |
| | 300406 | Mat'l for Chemical Applicators | 1/19/2012 | 15400-00 | Other Equip-Small 07 | |
| | 300407 | Welder - Dialarc 250P AC/DC | 1/19/2012 | 15400-00 | Small Equipment (10Y) | |
| | 100030 | Lighting Enclosure for C10 | 1/26/2012 | 15200-00 | Ghse Systems-Secnd 15 | |
| | 163032 | Roof over All of Office Area in W/H #1 | 2/2/2012 | 15300-00 | Misc Bldg Impv 15 | |
| | 163033 | Office Remodeling (Made large offices into multiple smaller ones) | 2/2/2012 | 15300-00 | Misc Bldg Impv 15 | |
| | 300391 | Lighting for A-4 | 2/2/2012 | 15400-00 | Growing | |
| | 300415 | Raising Optimizers in Orchid Ranges | 2/2/2012 | 15400-00 | Ghse Equip-Large 15 | |
| | 300416 | Tubing for Echos | 2/2/2012 | 15400-00 | Ghse Systems-Secnd 15 | |
| | 179100 | Build Grower's Office in East Barn (W/H # 2) | 2/3/2012 | 15300-00 | Misc Bldg Impv 15 | |
| | 300422 | Floor Mats for Priva in Orchid Range | 2/16/2012 | 15400-00 | Other Equip-Small 07 | |
| | 300390 | Lighting System for C-10 | 2/24/2012 | 15400-00 | Ghse Equip-Large 15 | |
| | 300396 | Pumps for Booms in L-Hs | 2/24/2012 | 15400-00 | Pumps (5Y) | |
| | 300397 | New Waterline B-7 to L-2 (Above Ground) | 2/24/2012 | 15400-00 | Other Equip-Small 07 | |
| | 300408 | Mat'l for Controllers for Irrigation Systems | 2/24/2012 | 15400-00 | Other Equip-Small 07 | |
| | 179101 | Electric Heat for Grower's Office in East Barn (W/H # 2) | 3/2/2012 | 15300-00 | HVAC | |
| | 285441 | Hydraulic Fork Lifter, Manual, H 92 in. | 3/2/2012 | 15600-00 | Carts (3Y) | |
| | 300398 | 2 - Expansion Tank for L-Hs Water System (Amtrol SX-160V) | 3/2/2012 | 15400-00 | Small Equipment (10Y) | |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|-----------------------------------|
| 274760 | Install Engine on Capacity Spotter (Asset #274746) | 3/9/2012 | 15500-00 | Automobiles (5 Years) |
| 274759 | New Engine for Capacity Spotter (#274746) | 3/15/2012 | 15500-00 | Automobiles (5 Years) |
| 300392 | Fan System for L-Hs | 3/23/2012 | 15400-00 | Other Equip-Small 07 |
| 300399 | 2 - Electric Actuators for L-Hs Water System | 3/23/2012 | 15400-00 | Other Equip-Small 07 |
| 300405 | Pipe for North Water Line - E 1-8 | 3/23/2012 | 15400-00 | Other Equip-Small 07 |
| 300410 | Electrical Work to hook up Fan System in L-Hs | 3/23/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300411 | Fan System in L-Hs - 235 ECO Fans | 3/23/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300423 | 15 Motorola Radios - CP2000 - 4 Channel UHF | 3/23/2012 | 15400-00 | Small Equipment (10Y) |
| 285450 | 84"Bucket for T-300 Skidster (Asset # 285301) | 3/29/2012 | 15600-00 | Heavy Equipment (15 Years) |
| 300393 | Orchid Cooling, New | 4/5/2012 | 15400-00 | Other Equip-Small 07 |
| 300425 | Wireless connections - D-Link | 4/5/2012 | 15400-00 | Computer Hardware |
| 300426 | Back Pressure Valve for L-Hs/B-7 Pumping Station | 4/5/2012 | 15400-00 | Other Equip-Small 07 |
| 300427 | 15 Direct Soil Meters w/Probe - FieldScout | 4/5/2012 | 15400-00 | Other Equip-Small 07 |
| 300400 | Gundfos Pump - L - Hs? | 4/6/2012 | 15400-00 | Pumps (5Y) |
| 300401 | Mat'l for Priva Optimizers for Orchids | 4/13/2012 | 15400-00 | Other Equip-Small 07 |
| 285449 | Pallet Truck - Toyota Model 7HBW23 | 4/19/2012 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 300430 | Employee Entrance Door Incl. Installation | 4/20/2012 | 15400-00 | Doors |
| 300431 | Shipping Entrance Door Incl. Installation | 4/20/2012 | 15400-00 | Doors |
| 300421 | Dramm Irrigation Drip Lines for L-Hs Corridor & South Path | 4/27/2012 | 15400-00 | Other Equip-Small 07 |
| 300419 | Lighting for C-10 (Balance of Asset #300379) | 5/3/2012 | 15400-00 | Other Equip-Small 07 |
| 300402 | Mat'l for Tom's Fertilizer Mixing | 5/4/2012 | 15400-00 | Production |
| 300403 | Grundfos Dosing Pump for L-Hs Water Treatment | 5/4/2012 | 15400-00 | Pumps (5Y) |
| 300417 | Covers for A/C Units for Optimizers in Orchid Ranges | 5/24/2012 | 15400-00 | Other Equip-Small 07 |
| 300418 | Pallet Racking (15 Units) (David Price Metal Services) | 5/24/2012 | 15400-00 | Other Equip-Small 07 |
| 300424 | 36 - 330 Gal. Rebottled IBC Totes for Tom's Fertilizer Mixing System | 5/24/2012 | 15400-00 | Other Equip-Small 07 |
| 274761 | 1979 F-2554 International Truck (Hauling Ash) | 5/28/2012 | 15500-00 | Automobiles (5 Years) |
| 300394 | New Pumping Station for L-Hs, incl. Drive | 5/31/2012 | 15400-00 | Other Equip-Small 07 |
| 300395 | Lights for L-Hs & L-Hs Path | 5/31/2012 | 15400-00 | Other Equip-Small 07 |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|--------------------------------------|
| 300404 | Berkley Pump for L-Hs Pumping Station | 6/8/2012 | 15400-00 | Pumps (5Y) |
| 300414 | Cutting Machine with w/Canister, Gardena Knife option, etc. | 6/29/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300433 | 2-Way Radio System - 20 Radios | 7/5/2012 | 15400-00 | Small Equipment (10Y) |
| 300434 | Frame for hanging Orchid Climate Optimizers | 7/5/2012 | 15400-00 | Other Equip-Small 07 |
| 179102 | Electric Heat for Grower's Office in East Barn (W/H # 2) | 7/6/2012 | 15300-00 | HVAC |
| 285451 | New 84" Skidster Hyd. Angle Broom | 7/19/2012 | 15600-00 | Small Equipment (10Y) |
| 300435 | Priva Controls for L-Hs Fans/Circulation | 7/20/2012 | 15400-00 | Other Equip-Small 07 |
| 300439 | Mat'ls for Orchid Shupping Area Cooling Installation | 8/2/2012 | 15400-00 | Other Equip-Small 07 |
| 243318 | Cannon 7055 Copier/Printer - Color/BlkWhite | 8/9/2012 | 15700-00 | Computer Hardware |
| 300437 | Stakes for New Mum Field | 8/9/2012 | 15400-00 | Other Equip-Small 07 |
| 300438 | Pipe for New Mum Field | 8/9/2012 | 15400-00 | Other Equip-Small 07 |
| 300440 | New VFD for Backup Fill Pump | 8/9/2012 | 15400-00 | Other Equip-Small 07 |
| 300441 | Dramm Irrig. Drippers for Outside Growing Area (East of L-6) | 8/16/2012 | 15400-00 | Other Equip-Small 07 |
| 285452 | 2007 - Electric Utility Cart w/ Box - 48 Volt | 8/23/2012 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285453 | 2007 - Electric Utility Cart w/ Box - 48 Volt | 8/23/2012 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285454 | 2007 - Electric Utility Cart w/ Box - 48 Volt | 8/23/2012 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300442 | Steep & Water Hardware for L-Hs | 8/31/2012 | 15400-00 | Other Equip-Small 07 |
| 140212 | Mat'ls for Irrigation, Lights in L1 | 9/6/2012 | 15200-00 | Greenhouse & Systems |
| 227466 | New Underground Storm Drain | 9/6/2012 | 15010-00 | Building Improvements |
| 227465 | New Underground Storm Drain | 9/14/2012 | 15010-00 | Building Improvements |
| 300443 | PVC for Static Mixers for New Fertilizer System | 9/14/2012 | 15400-00 | Other Equip-Small 07 |
| 300413 | Upper Units for Orchid Range A10 - A14 to Operate w/ Priva | 9/28/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300444 | C-7 Drainage Pump | 9/28/2012 | 15400-00 | Other Equip-Small 07 |
| 163035 | Downstairs Offices Remodeling (Wiring & Electrical Mat'ls) | 10/4/2012 | 15300-00 | Misc Bldg Impv 15 |
| 285455 | 2007 - Club Car - Electric w/ Rear Flip Seat - 48 Volt | 10/4/2012 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 163036 | Downstairs Offices Remodeling (Extending Ductwork to New Offices) | 10/11/2012 | 15300-00 | Misc Bldg Impv 15 |
| 300445 | Sureflow Water Treatment System for Orchid Range | 10/11/2012 | 15400-00 | Other Equip-Small 07 |
| 300446 | Retubed 2 Supeior Boilers (#3 West & #2 North East - L-Hs) | 10/11/2012 | 15400-00 | Booms |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|----------------------------|
| 300412 | 3 Optimizers w/ Electrical Panel for Above, 3 Air Tubes, etc. | 10/19/2012 | 15400-00 | Ghse Equip-Large 15 |
| 190344 | Bio-Mass Filter | 10/25/2012 | 15600-00 | Greenhouse & Systems |
| 227467 | Concrete for Road Repair | 10/26/2012 | 15010-00 | Driveway Repairs |
| 190345 | 3 Nord Speed Reducers Rebuilt for 3 Wood Boilers | 11/1/2012 | 15600-00 | Greenhouse & Systems |
| 300449 | L-Hs Fans & Ventilation Installation | 11/1/2012 | 15400-00 | Other Equip-Small 07 |
| 300450 | Fiber for Priva Hook-up to L-Hs | 11/1/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300452 | Lights Hook-up in L-Hs | 11/8/2012 | 15400-00 | Other Equip-Small 07 |
| 163034 | Downstairs Offices Remodeling (Damian,Fernando, Tom,Anita,etc.) | 11/9/2012 | 15300-00 | Misc Bldg Impv 15 |
| 243319 | Cabinets/Work Station, Countertops for Fernando's Office & Damian's | 11/15/2012 | 15700-00 | Office Equipment |
| 300447 | Priva Upgrade - Connext & L-Hs | 12/7/2012 | 15400-00 | Ghse Equip-Large 15 |
| 179103 | Paint for Grower's Office in East Barn (W/H # 2) | 12/19/2012 | 15300-00 | Misc Bldg Impv 15 |
| 300457 | Vise for Shop Saw | 12/19/2012 | 15400-00 | Other Equip-Small 07 |
| 300458 | Spare Pump for Lake - Crown/Barnes Model PO6LB-11L | 12/20/2012 | 15400-00 | Pumps (5Y) |
| 190346 | Rotary Airlock for Wood Burning Boiler incl. Installation | 12/27/2012 | 15600-00 | Misc Bldg Impv 15 |
| 227468 | Gravel for Road Repair | 12/27/2012 | 15010-00 | Driveway Repairs |
| 300432 | Installation of Climate Optimizers for A9-A14 | 12/27/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300448 | 3 Roll-Up Doors for E-10, E12, & D-12 | 12/27/2012 | 15400-00 | Doors |
| 300461 | Fabric Wall Material | 12/27/2012 | 15400-00 | Other Equip-Small 07 |
| 300462 | Pipe for Irrigaton System | 12/27/2012 | 15400-00 | Other Equip-Small 07 |
| 300464 | Cooling Work for A9-A14 (Invoice #1753) | 12/27/2012 | 15400-00 | Ghse Equip-Large 15 |
| 300463 | 8 Large Roller Tables | 12/28/2012 | 15400-00 | Growing |
| 300456 | Control System for L-Hs Lake | 12/29/2012 | 15400-00 | Other Equip-Small 07 |
| 300451 | Mat'ls for Control Panel for B-7 Pumping Station | 12/31/2012 | 15400-00 | Other Equip-Small 07 |
| 300453 | Cable for Lighting on Booms | 12/31/2012 | 15400-00 | Booms |
| 300454 | Tester for Testing Motors & Cables | 12/31/2012 | 15400-00 | Other Equip-Small 07 |
| 300455 | Pump Drive for L-Hs Lake | 12/31/2012 | 15400-00 | Pumps (5Y) |
| 300459 | Walk-in Cooler | 1/16/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300467 | Pallet Racking for Faganland | 1/17/2013 | 15400-00 | Other Equip-Small 07 |
| 300468 | Mat'ls for B7 Pumping Station | 1/24/2013 | 15400-00 | Other Equip-Small 07 |
| 190347 | Insulation for Cyclone in Wood Boiler Room | 1/25/2013 | 15600-00 | Misc Bldg Impv 15 |
| 300469 | 2 Modine Heaters for Wood Boiler Room | 1/25/2013 | 15400-00 | Heavy Equipment (15 Years) |
| 190348 | Expansion Joints for Wood Boiler | 1/31/2013 | 15600-00 | Misc Bldg Impv 15 |
| 285457 | Vestil Self-Dumping Hopper - 4,000 lb., 90 degree | 1/31/2013 | 15600-00 | Hopper |
| 274762 | 1992 Stoughton Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |

| | | | | |
|--------|---|-----------|----------|----------------------------|
| 274763 | 1992 Stoughton Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |
| 274764 | 1997 Pines Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |
| 274765 | 1997 Wabash Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |
| 274766 | 1997 Wabash Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |
| 274767 | 1995 Trailmobile Trailer - for Storage of Carts | 2/11/2013 | 15500-00 | Trailer (5Y) |
| 190350 | Rebuild Nord Speed Reducer for Wood Boiler #2, FLS #4 | 2/14/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 190352 | Aluminum Sheets for Insulation Project in Wood Boiler Room | 2/14/2013 | 15600-00 | Misc Bldg Impv 15 |
| 190349 | Labor to Insulate Cyclone/ Duct Work in Wood Boiler Room | 2/15/2013 | 15600-00 | Misc Bldg Impv 15 |
| 300472 | Mat'ls for B-7 Water Treatment System | 2/21/2013 | 15400-00 | Other Equip-Small 07 |
| 300474 | Mat'ls for B-7 Water Treatment System & Pumping Station | 2/21/2013 | 15400-00 | Other Equip-Small 07 |
| 300481 | Lighting System in Mini-Orchid Range | 2/21/2013 | 15400-00 | Growing |
| 300482 | Safety Sensor Installation for Soil Rooms - Both North & South | 2/21/2013 | 15400-00 | Other Equip-Small 07 |
| 22026 | Concrete for B-7 Water Treatment System | 2/22/2013 | 15200-00 | Concrete |
| 300475 | Wire for B-7 New Panel Bldg. for Pumping Station | 2/22/2013 | 15400-00 | Other Equip-Small 07 |
| 130198 | Panels for North-2 Production Area | 2/28/2013 | 15200-00 | Greenhouse & Systems |
| 22027 | Mat'ls for B-7 Water Treatment System | 2/28/2013 | 15200-00 | Greenhouses & Systems |
| 285458 | Vestil Self-Dumping Hopper - 4,000 lb., 90 degree | 2/28/2013 | 15600-00 | Hopper |
| 300476 | 32 Copper Alloy Electrodes for B-7 Water Treatment System | 2/28/2013 | 15400-00 | Other Equip-Small 07 |
| 300478 | Electrical Materials for B-7 Pumping Station and Water Treatment System | 2/28/2013 | 15400-00 | Other Equip-Small 07 |
| 300473 | Electrical Work for B-7 Water Treatment System | 3/7/2013 | 15400-00 | Other Equip-Small 07 |
| 163037 | Move and remodel upstairs Kitchen | 3/15/2013 | 15300-00 | Misc Bldg Impv 15 |
| 163038 | Cutting Room by Coolerby South Soil Room | 3/15/2013 | 15300-00 | Misc Bldg Impv 15 |
| 300460 | Firebreak Cloth for A-Hs & C-Hs | 3/15/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300470 | Mat'ls for B7 Water Treatment System | 3/15/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300483 | Shade for Mini-Orchid Range | 3/21/2013 | 15400-00 | Ghse- Energy Curtains 10 |
| 22028 | Mat'ls for B-7 Water Treatment System | 3/22/2013 | 15200-00 | Greenhouses & Systems |

| | | | | |
|--------|---|-----------|----------|------------------------------------|
| 300484 | Table Runners for Mini-Orchid Range | 3/28/2013 | 15400-00 | Growing |
| 300477 | Honeywell Controls for B-7 Water Treatment & Irrigation Sys. | 4/4/2013 | 15400-00 | Other Equip-Small 07 |
| 300471 | Roller Bon for D-5 | 4/5/2013 | 15400-00 | Other Equip-Small 07 |
| 300490 | Johnson Pump for Orchids Zone 11 Irrigation/Heat | 4/11/2013 | 15400-00 | Pumps (5Y) |
| 190351 | Rebuild Nord Speed Reducer for Wood Boiler | 4/25/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 300485 | Drippers for Higher Density Pots | 4/25/2013 | 15400-00 | Other Equip-Small 07 |
| 300489 | Zone A/B Heat Modifications for Mini-Orchids | 4/25/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300487 | Pulleys, Clips, etc. for hanging Poly. | 5/2/2013 | 15400-00 | Other Equip-Small 07 |
| 300488 | 85 Swivel Stools (Wooden) | 5/9/2013 | 15400-00 | Other Equip-Small 07 |
| 300486 | Portable Conveyors - 20' Channel Conveyor | 5/17/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300479 | Electrical Materials for Lights in Mini-Orchid Range and on Booms in C3-8 | 5/30/2013 | 15400-00 | Booms |
| 300480 | Electrical Materials for Lights in Mini-Orchid Range | 6/6/2013 | 15400-00 | Other Equip-Small 07 |
| 300466 | Bal. due on Rotofilter - Asset #300382 | 6/21/2013 | 15400-00 | Other Equip-Small 07 |
| 300491 | Retaining Blocks for Cart Storage Trailers | 6/21/2013 | 15400-00 | Other Equip-Small 07 |
| 300492 | Cable, etc. for New Mini Orchid Range | 6/21/2013 | 15400-00 | Growing |
| 70046 | Labor for Connecting B-Hs & C-Hs. | 6/21/2013 | 15200-00 | Greenhouses |
| 243325 | 70 Inch TV for Downstairs Conference Room (Small) | 6/27/2013 | 15700-00 | Office Equipment |
| 300521 | Lighting in Mini-Orchid Range | 7/3/2013 | 15400-00 | Growing |
| 227469 | Sidewalk in Front of Offices | 7/19/2013 | 15010-00 | Building Improvements |
| 190353 | Balance of Asset # 190346, Rotary Airlock for Wood Boiler | 8/1/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 300493 | Retubed 350 HP Superior Boiler in East Boiler Room | 8/1/2013 | 15400-00 | Heavy Equipment (15 Years) |
| 300494 | Mixing Group for Zone A (Orchid) | 8/1/2013 | 15400-00 | Other Equip-Small 07 |
| 300495 | Irrigation Heat Exchanger Installed | 8/1/2013 | 15400-00 | Ghse Equip-Large 15 |
| 300496 | Balance on Cooling work done in Zones 9,10,11,13,14 | 8/1/2013 | 15400-00 | Other Equip-Small 07 |
| 300502 | Air Handlers - Integro Sys for Priva for Mini - Orchids | 8/2/2013 | 15400-00 | Ghse Equip-Large 15 |
| 227470 | Road Behind L-House | 8/8/2013 | 15010-00 | Land Improvements 30 |
| 227471 | Landscaping in Front of Building | 8/8/2013 | 15010-00 | Land Improvements |
| 300503 | 2 - UPC Inkjet Printers for Production | 8/8/2013 | 15400-00 | Computer Software & Hardware (5 Y) |
| 227472 | Fence for Landscaping in Front of Building | 8/15/2013 | 15010-00 | Land Improvements |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|------------|----------|---------------------------------------|
| 227473 | Waterway Between Center Lakes | 8/16/2013 | 15010-00 | Greenhouse & Systems |
| 300504 | 500 cfm Compressed Air Dryer - to work with the Air Compressor | 8/22/2013 | 15400-00 | Small Equipment (10Y) |
| 285459 | Tow-Behind Lawn Vacuum - Agri-Fab Mow-N-Vac | 8/29/2013 | 15600-00 | Small Equipment (10Y) |
| 190354 | 10 Disc Screener for Wood Boiler System | 9/12/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 190355 | Incline Conveyor for Wood Boiler Sys. Incl Installation | 9/12/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 300509 | Cable for Cravo Roof | 9/12/2013 | 15400-00 | Other Equip-Small 07 |
| 190356 | Nord Speed Reducer for Wood Boiler # 2 | 9/19/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 227474 | Orchid Lake (East of B/C House - other side of Drive) | 9/19/2013 | 15010-00 | Greenhouse & Systems |
| 227475 | 2 - Pond Airation Buildings | 9/19/2013 | 15010-00 | Greenhouse & Systems |
| 300511 | Robuschi Blower for Chemical Mist Applications | 9/19/2013 | 15400-00 | Other Equip-Small 07 |
| 190357 | Fabric Building Package Structure for out behind Wood Boiler Room | 9/20/2013 | 15600-00 | Heavy Equipment (15 Years) |
| 300513 | Fabricate & Install Intake Duct work on new Air Compressor | 9/20/2013 | 15400-00 | Other Equip-Small 07 |
| 300497 | Honeywell Plug Valves for Mini-Orchid Heating & Cooling | 9/26/2013 | 15400-00 | Other Equip-Small 07 |
| 179104 | Concrete for Orchid Loading Docks | 9/27/2013 | 15300-00 | Concrete |
| 227476 | Road to Center Lake Pump House | 10/3/2013 | 15010-00 | Driveway Repairs |
| 300506 | 2 Exhaust Fans for Aeration System for Ponds | 10/3/2013 | 15400-00 | Other Equip-Small 07 |
| 179105 | Orchid Loading Docks - White Steel Panels, Installed | 10/10/2013 | 15300-00 | Small Equipment (10Y) |
| 300505 | Aeration System for Ponds | 10/10/2013 | 15400-00 | Ghse Equip-Large 15 |
| 110146 | Concrete for C-D House Waterway | 10/11/2013 | 15200-00 | Concrete |
| 179106 | 3 Modular Dock Bridges for Orchid Loading Docks | 10/24/2013 | 15300-00 | Heavy Equipment (15Y) |
| 190358 | Installation of Prefab Expansion Joint into Existing Ringline for Wood Boiler Sy | 10/24/2013 | 15600-00 | Structual & Systems Improvement (15Y) |
| 300515 | Firebreak Cloth for B1-8 (Replacement) | 10/24/2013 | 15400-00 | Ghse Equip-Large 15 |
| 190359 | For Wood Chip Storage Add-On | 10/25/2013 | 15600-00 | Structual & Systems Improvement (15Y) |
| 300507 | Meter System for Monitoring Aeration System for Ponds | 10/31/2013 | 15400-00 | Small Equipment (10Y) |
| 300508 | Wire Welder (Millermatic 211 Auto-Set W/MVP 115/230V | 10/31/2013 | 15400-00 | Small Equipment (10Y) |
| 300522 | Electrical for Irrigation - Airation for Ponds | 10/31/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 130199 | Concrete for Walls in E-9 | 11/1/2013 | 15200-00 | Structual & Systems Improvement (15Y) |
| 227477 | Gravel by L-House Utility (By Storm Shelter) | 11/7/2013 | 15010-00 | Structual & Systems Improvement (15Y) |
| 300523 | Electrical for Booms in L-House | 11/21/2013 | 15400-00 | Structual & Systems Improvement (15Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|---|------------|----------|---------------------------------------|
| 189668 | Concrete for North Soil Room Ramp (Remodel) | 11/22/2013 | 15300-00 | Structual & Systems Improvement (15Y) |
| 300498 | Overhead Soil Conveyor System in South Production | 11/22/2013 | 15400-00 | Heavy Equipment (15Y) |
| 300510 | 6 Ceiling Fans for South Production | 11/27/2013 | 15400-00 | Small Equipment (10Y) |
| 300500 | Freight for Asset # 300498 | 12/5/2013 | 15400-00 | Small Equipment (10Y) |
| 300501 | Freight for Asset # 300499 | 12/5/2013 | 15400-00 | Small Equipment (10Y) |
| 300524 | Electrical for New Conveyors in South Production | 12/5/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300512 | Blackout Curtains for C7-8 | 12/10/2013 | 15400-00 | Energy Curtains (10Y) |
| 300499 | Soil Mixing Upgrade to North Soil Rm - Peat Processing & Soil Mixing | 12/13/2013 | 15400-00 | Heavy Equipment (15Y) |
| 300518 | Mat'l for hookup of Heaters in South Production | 12/13/2013 | 15400-00 | Small Equipment (10Y) |
| 300514 | Duct Shoots for Potting Machin - Fabricated and Installed - South Prod. | 12/20/2013 | 15400-00 | Small Equipment (10Y) |
| 300519 | 4 Modine Heaters (2 South Production & 2 North Production) | 12/20/2013 | 15400-00 | Small Equipment (10Y) |
| 300517 | Overhead Door with Sensors in Nrth E 9 | 12/26/2013 | 15400-00 | Doors |
| 300525 | Electrical for New Soil Transport. in South Production | 12/26/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300526 | Electrical for New Soil Mixing Line in North Production | 12/26/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300527 | Electrical for North Fill Pump Power Line Instalation | 12/26/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300520 | Pipe for Pump Intake - North Lake | 12/27/2013 | 15400-00 | Pumps (5Y) |
| 300516 | Belt for new Soil Mixing Conveyor System | 12/28/2013 | 15400-00 | Small Equipment (10Y) |
| 140213 | Echo Tube Braces for L-House | 12/30/2013 | 15200-00 | Greenhouse & Systems (30Y) |
| 274771 | Cargo Heater on Straight Truck #961 (Incl Installaton) | 12/31/2013 | 15500-00 | Small Equipment (10Y) |
| 300528 | Electrical for North Fill Pump Power Line Instalation | 12/31/2013 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300549 | Electrical Labor for Pond Pump House | 1/23/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300545 | Tables for MIni-Orchids | 1/30/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300546 | Auger for Soil in North Soil Room | 1/30/2014 | 15400-00 | Small Equipment (10Y) |
| 300547 | Steamer for E-9 | 1/30/2014 | 15400-00 | Small Equipment (10Y) |
| 300556 | Mat'l for New Soil Transport System - North Soil Room | 1/30/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300558 | New Light Fixtures for North Soil Room | 1/30/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300551 | Heat Exchanger | 1/31/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300552 | Air Flow Fans for L-5-6 | 1/31/2014 | 15400-00 | Heavy Equipment (15Y) |
| 189669 | Floor Plates and Walkway Grating forNorth Soil Room | 2/6/2014 | 15300-00 | Structual & Systems Improvement (15Y) |
| 300548 | Steamer for E-9 | 2/6/2014 | 15400-00 | Small Equipment (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|--------|--|-----------|----------|---------------------------------------|
| 300557 | Mat'l for New Soil Scraping Area & Upgrades - North Soil Room | 2/6/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300530 | Addition to new Soil Mlser Sys. - North Boiler room | 2/7/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300531 | Addition to new Soil Transport Sys. - South Production | 2/7/2014 | 15400-00 | Small Equipment (10Y) |
| 300534 | Controls for New Soil Transport System in North Soil Room | 2/7/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 285460 | Golf Cart w/ Utility Box | 2/13/2014 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300544 | Freight cgs for Shading in C7-8 (Asset #300512) | 2/13/2014 | 15400-00 | Energy Curtains (10Y) |
| 300535 | Controls for New Scraping area in North Soil Room | 2/14/2014 | 15400-00 | Small Equipment (10Y) |
| 300542 | Heat Exchanger for L-BoilerRoom | 2/21/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 190360 | Magnet - Tuffman CBS 30 Crossbelt Magnet for Woodchip | 2/24/2014 | 15600-00 | Small Equipment (10Y) |
| 274774 | 2014 Econoline Tilt Flatbed - Black | 2/24/2014 | 15500-00 | Trailer (5Y) |
| 300537 | Installation of Silos and Pump Staion - E-Hs | 2/27/2014 | 15400-00 | Pumps (5Y) |
| 163040 | Wood Blinds for Julie, Mike, Garet, Patrick and Jordan Offices | 2/28/2014 | 15300-00 | Structual & Systems Improvement (15Y) |
| 190361 | New Grates for Wood Boilers # 1 & 2 | 3/6/2014 | 15600-00 | Structual & Systems Improvement (15Y) |
| 258364 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258365 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258366 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258367 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258368 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258369 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258370 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258371 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258372 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258373 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258374 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258375 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258376 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258377 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258378 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258379 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258380 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258381 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258382 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258383 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258384 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258385 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258386 | HP PRODESK 600MT COMPUTER | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 258387 | 20 - MS OFFICE STD 2013 LIC. | 3/6/2014 | 15700-00 | Computer Software & Hardware (5 Y) |
| 300553 | Unit Heater for Fertilizer Mixr in L-Hs Boiler Room | 3/6/2014 | 15400-00 | Structual & Systems Improvement (15Y) |

| | | | | |
|--------|---|-----------|----------|---------------------------------------|
| 300532 | Pit Scraper for North Soil Room - VBT w/ 8-piece chute | 3/7/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300543 | Table Runners for B-12, Min-Orchids | 3/7/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300529 | 57 Moving Tables for Mini-Orchids | 3/13/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300539 | PVC for North Soil Room | 3/20/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300554 | Shade Cloth Replacement - C-7-8 | 3/20/2014 | 15400-00 | Energy Curtains (10Y) |
| 300555 | Dumpster - 2 yard unit | 3/20/2014 | 15400-00 | Small Equipment (10Y) |
| 300540 | Mat'l for South Soil Room | 3/27/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300533 | Flat Potting Filler Machine for Production | 3/28/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300559 | Install. of HAF Ventilation Fans for L5-6 & D 9-12 | 4/3/2014 | 15400-00 | Small Equipment (10Y) |
| 140214 | Concrete for Storage Area in L-House | 4/4/2014 | 15200-00 | Structual & Systems Improvement (15Y) |
| 163039 | Remodeling of Offices (Nick, JZ, Nick's Bathroom and Middle Nick) | 4/11/2014 | 15300-00 | Structual & Systems Improvement (15Y) |
| 163039 | Remodeling of Offices - Additional | 4/11/2014 | 15300-00 | Structual & Systems Improvement (15Y) |
| 300536 | Controls for New Heat Exchanger for L-Hs Irrigation Water | 4/11/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300541 | New Power Supply for Boom Controlers | 4/11/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 285465 | Club Car _48 Volt Electric w/ Charger and Sun Top | 4/17/2014 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 285466 | Club Car _48 Volt Electric w/ Charger, Sun Top and Rear Seat Kit | 4/17/2014 | 15600-00 | Electric Cart/Golf Cart/Scooter (7Y) |
| 300538 | Compressors and Mat'ls for Air Compressor System for A-12, B-7, E and L-Utility | 4/17/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300550 | Electrical Labor for Horizontal Fans | 4/24/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300570 | Materials for Heat Exchanger in L-Hs | 5/1/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300562 | 5 PaceSetter Conveyors - 21.5' - Portable | 5/2/2014 | 15400-00 | Heavy Equipment (15Y) |
| 300563 | 3 PaceSetter Conveyors - 30' Assembly Wide Legs - Portable | 5/2/2014 | 15400-00 | Heavy Equipment (15Y) |
| 41365 | Outside Curtain for A 9-12 (Orchid Range) | 5/2/2014 | 15200-00 | Energy Curtains (10Y) |
| 300571 | Fiber Optic Line Installation Materials | 5/8/2014 | 15400-00 | Office Equipment (7 Years) |
| 300564 | Dosing Pump for B-7 Constant Feed System | 5/16/2014 | 15400-00 | Pumps (5Y) |
| 300565 | Dosing Pump for L-Utility Constant Feed System | 5/16/2014 | 15400-00 | Pumps (5Y) |
| 300566 | Electrical work for Horizontal Fan Installation - L-House | 5/29/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300568 | Retubing and other Repair of Boiler #4 in West Boiler Room | 5/29/2014 | 15400-00 | Structual & Systems Improvement (15Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|----------|--|-----------|----------|---------------------------------------|
| 300569 | Replaced multiple Parts of Boiler #2 in West Boiler Room | 5/29/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 300567 | Electrical work for Power to North Lake | 6/5/2014 | 15400-00 | Structual & Systems Improvement (15Y) |
| 190363 | Wood Feeding System Upgrade for Wood Boilers #1 & 2. | 6/26/2014 | 15600-00 | Heavy Equipment (15Y) |
| 190362 | Wet Ash Conveyor and Central Ash Conveyor | 7/15/2014 | 15600-00 | Structual & Systems Improvement (15Y) |
| 179107 | 3 Raynor Overhead Doors for Orchid Loading Docks - | 12/5/2013 | 15300-00 | Doors |
| 2014-088 | A-House improvements-widen aisle, cool pad system | 1/15/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-089 | Third production line in production area 2 | 1/15/2015 | 15400-00 | Heavy Equipment (15Y) |
| 2014-089 | Previously grouped in 15400-00 | 1/1/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-093 | L-House Booms - 28 additional | 3/20/2015 | 15200-00 | Greenhouse & Systems (30Y) |
| 2014-094 | SBI Server | 1/2/2015 | 15700-00 | Computer Software & Hardware (5 Y) |
| 2014-095 | Dock Scanning equipment | 1/10/2015 | 15700-00 | Computer Software & Hardware (5 Y) |
| 2014-096 | Cart storage lot repair | 1/2/2015 | 15010-00 | Structual & Systems Improvement (15Y) |
| 2014-097 | C-D House waterway insulation | 1/2/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-098 | C-House Dividing Walls (new) | 1/2/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-099 | E-House floor improvement (raise) | 1/2/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-100 | E-House water main | 1/2/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-101 | Orchid pond air diffuser | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-102 | Visser XL Seeding Drum | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-103 | Roof poly A-C | 1/2/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-104 | Rollup doors C9,C10,C11,Orchid Range | 1/2/2015 | 15200-00 | Doors (7Y) |
| 2014-106 | East boiler room air compressor (repl) | 1/2/2015 | 15400-00 | Structual & Systems Improvement (15Y) |
| 2014-107 | South Soil Mixing improvements | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-108 | UV Disinfection Unit for Orchid System | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-109 | Seeding room plug filler | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-110 | Renovate wagons | 3/11/2015 | 15400-00 | Heavy Equipment (15Y) |
| 2014-111 | 250 Stands | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-112 | Three table bridges for production and seeding areas | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-113 | A/C for Wood Boiler Control Room | 1/2/2015 | 15600-00 | Small Equipment (10Y) |
| 2014-114 | Wood Feeding System Upgrade for Wood Boilers #1 & 2 (190363) | 1/2/2015 | 15600-00 | Heavy Equipment (15Y) |
| 2014-115 | Snow plow for Case 621 Wheel Loader | 1/2/2015 | 15600-00 | Small Equipment (10Y) |
| 2014-116 | Agrinomix RN09 Plug Tray Filler | 1/2/2015 | 15400-00 | Small Equipment (10Y) |
| 2014-007 | Previously grouped in 15400-00 | 1/1/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-118 | Priva Connex Upgrade D&E-Range | 3/3/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-118 | Priva Connex Upgrade C-Range | 3/3/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-118 | Priva Connex Upgrade AB1-6 Range | 3/3/2015 | 15200-00 | Structual & Systems Improvement (15Y) |

| | | | | |
|----------|---|------------|----------|---------------------------------------|
| 2014-118 | Priva Connex Upgrade Orchid Range | 3/3/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-118 | Priva Connex Upgrade MIDAM2 Boilers | 3/3/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-119 | D-House dividing walls | 1/20/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2014-120 | E-House HAF System | 1/20/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2015-001 | General Manager Office carpet | 1/16/2015 | 15700-00 | Structual & Systems Improvement (15Y) |
| 2015-002 | Evaporative Cool Cell System | 3/10/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2015-003 | Custom boom irrigation controllers- L-House | 3/20/2015 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2015-004 | Blackout Curtains | 3/24/2015 | 15200-00 | Energy Curtains (10Y) |
| 2015-005 | Rytex NXT Predadoor | 2/18/2015 | 15300-00 | Doors (7Y) |
| 2015-006 | Appartment/Exec Washroom/3 Offices | 2/18/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-007 | SCR Battery Charger | 2/24/2015 | 15600-00 | Small Equipment (10Y) |
| 2015-008 | TouchScreen display for Orchid production | 3/12/2015 | 15200-00 | Computer Software & Hardware (5 Y) |
| 2015-009 | Septic pump | 3/19/2015 | 15300-00 | Pumps (5Y) |
| 2015-010 | Forklift fork extension assembly | 3/13/2015 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 2015-011 | Toyota Forklift 8FGU15 | 3/15/2015 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 2015-012 | Tables for Orchids (10) | 4/7/2015 | 15600-00 | Small Equipment (10Y) |
| 2015-013 | Remove Race Track | 7/23/2015 | 15010-00 | Structual & Systems Improvement (15Y) |
| 2015-014 | Cart pad paving | 10/1/2015 | 15010-00 | Structual & Systems Improvement (15Y) |
| 2015-015 | Chiller | 10/1/2015 | 15200-00 | Small Equipment (10Y) |
| 2015-016 | Complete retube of #3 East Boiler | 10/1/2015 | 15200-00 | Small Equipment (10Y) |
| 2015-017 | Roof poly | 10/1/2015 | 15200-00 | Energy Curtains (10Y) |
| 2015-012 | Toyotal HUP lift | 8/5/2015 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 2015-018 | Toyota 8FGU25 Highlift | 8/26/2015 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 2015-019 | (3) Rytex predadoors w/Sensors | 9/25/2015 | 15200-00 | Doors (7Y) |
| 2015-020 | Boiler control room flooring | 9/4/2015 | 15300-00 | Heavy Equipment (15Y) |
| 2015-021 | Orchid office | 12/21/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-022 | Orchid office HVAC | 12/21/2015 | 15300-00 | Small Equipment (10Y) |
| 2015-023 | New floor tile for drivers' room | 11/1/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-024 | New floor tile for cafeteria | 11/1/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-025 | New vinyl floor tile for 4 offices | 11/1/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-026 | (2) Ridder RW200-34-1.50KW pumps | 12/27/2015 | 15400-00 | Pumps (5Y) |
| 2015-027 | Toyota 8FGU15 lift truck s/n 8FGU15-61764 | 10/14/2015 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) |
| 2015-028 | 1500gal Septic Tank w/risers | 12/4/2015 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2015-029 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-030 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-031 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-032 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-033 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-034 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-035 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-036 | John Deere X750 tractor | 12/18/2015 | 15600-00 | Bobcat/Tractor/Mower/4 Wheeler (10Y) |
| 2015-037 | Radio repeater system | 11/5/2015 | 15700-00 | Small Equipment (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | |
|----------|--|------------|----------|--|
| 2015-038 | 75' gutter repair for barn by orchid docks | 12/16/2015 | 15300-00 | Structural & Systems Improvement (15Y) |
| 2015-043 | Riser repair for underground diesel tank | 12/30/2015 | 15600-00 | Small Equipment (10Y) |
| 2015-015 | Illinois Valley Door Company-4 9x9-8 Raynor Series ThermaSeal finish painted whi | 12/15/2015 | 15200-00 | Doors (7Y) |
| 2015-022 | Previously grouped in 15300-00 | 12/15/2015 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2014-093 | Magnum Pipe, Inc-2"x2"x13 gauge galvanized steel tubing 20' lengths | 12/15/2015 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2016-01 | Starline Construction Co - RESURFACE TRAILER PARKING LOT | 4/1/2016 | 15300-00 | Land Improvement (30Y) |
| 2016-02 | Bouldin & Lawson, LLC - Twister 1, parts for old 1YD Mixer, bottom W/Lip PO # | 2/18/2016 | 15400-00 | Small Equipment (10Y) |
| 2016-03 | Balers Inc. - RECONDITIONED PTR 3400HD VERTICAL BALERS | 4/18/2016 | 15400-00 | Heavy Equipment (15Y) |
| 2016-05 | A.G. Industrial Supply Inc - XL9S Infrared Heater diesel fired SN#08734000371 | 1/7/2016 | 15600-00 | Small Equipment (10Y) |
| 2016-06 | Springfield Electric Supply - HIRS 943-969-001 SWITCH MARCH102-8TP | 3/29/2016 | 15700-00 | Structural & Systems Improvement (15Y) |
| 2016-10 | PL Light Systems Philips SKDS 480V Digital Ignitor | 6/3/2016 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2016-12 | Jade Systems Blackout System Update Zone L-5 L-6 | 7/1/2016 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2016-13 | Jade Systems Skirting Zone L-5 L-6 | 7/1/2016 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2016-18 | Jade Systems Blackout System Update Zone L-5 L-6 | 8/1/2016 | 15200-00 | Energy Curtains (10Y) |
| 2016-14 | Ski Sealcoating striping/sealing Parking lot | 8/30/2016 | 15010-00 | Structural & Systems Improvement (15Y) |
| 2016-15 | Kettman Heating Parts to convert cooler to freezer | 8/15/2016 | 15200-00 | Structural & Systems Improvement (15Y) |
| 2016-19 | Jarvis Welding Retube of #2 west boiler | 8/15/2016 | 15200-00 | Small Equipment (10Y) |
| 2016-20 | Visiplex Voice PA and weather alert system | 8/15/2016 | 15200-00 | Computer Software & Hardware (5 Y) |
| 2016-21 | Visiplex Voice PA and weather alert system | 8/15/2016 | 15200-00 | Computer Software & Hardware (5 Y) |
| 2016-22 | Arbon Equipment Rite Hite GWL 2300 Global Wheel Lok Restraint | 8/15/2016 | 15500-00 | Small Equipment (10Y) |
| 2016-23 | Container Centralen CC BASE CC SHELF | 8/15/2016 | 15500-00 | Small Equipment (10Y) |
| 2016-24 | 2015 Kawasaki 80Z7 Loader STK KAW084 | 9/1/2016 | 15400-00 | Heavy Equipment (15Y) |
| 2016-25 | Agrinomix, Inc. KVXL Tray & Pot Filler | 9/16/2016 | 15400-00 | Small Equipment (10Y) |

* Fed - Cost/Basis have been REDACTED

| | | | | | | |
|--|----------|--|------------|----------|---------------------------------------|--|
| | 2016-26 | 2016 Ford F-250 | 10/3/2016 | 15500-00 | Automobiles (5 Years) | |
| | 2016-27 | Jade Systems Tempered Glass | 10/1/2016 | 15200-00 | Energy Curtains (10Y) | |
| | 2016-28 | Kettman Heating Parts and labor to convert cooler to freezer | 10/1/2016 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-29 | Van Wingerden Greenhouse Roof Covering C7- C10 | 11/1/2016 | 15200-00 | Energy Curtains (10Y) | |
| | 2016-30 | Hernandez Electronics Water System Control Panel and software | 11/1/2016 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-31 | Hupp Toyotalift- Industrial Battery | 11/1/2016 | 15500-00 | Forklift/Tugger/Scissorlift (10Y) | |
| | 2016-32 | Wiese 2 Forklifts | 11/1/2016 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) | |
| | 2016-33 | Thermo Energy Repair to wood boiler room | 11/1/2016 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-34 | Barcodes Inc 3 readers repair for 3 readers and 3 yr servce contract | 11/1/2016 | 15600-00 | Computer Software & Hardware (5 Y) | |
| | 2016-36 | Balers Inc. - RECONDITIONED PTR 2300HD VERTICAL BALERS | 12/1/2016 | 15400-00 | Heavy Equipment (15Y) | |
| | 320502 | 18.947 acres to Nick & Marjie VW | | 15000-00 | Land | |
| | 2014-AAA | Blue & Co adjustment to land value | | 15000-00 | Land | |
| | 2014-BBB | Blue & Co adjustment to reconcile to FAS | | 15400-00 | Land | |
| | 2014-090 | LKE trx MidAm/NVW 14ac@\$10K per acre | | 15000-00 | Land | |
| | 2014-091 | LKE trx MidAm/NVW 38.866ac@\$5454.64 per acre | | 15000-00 | Land | |
| | 2014-092 | LKE trx MidAm/NVW 34.8ac@\$10K per acre | | 15000-00 | Land | |
| | 2016-37 | Wiese Forklift | 1/3/2017 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) | |
| | 2016-38 | Wiese 30 Tuggers | 1/3/2017 | 15600-00 | Forklift/Tugger/Scissorlift (10Y) | |
| | 2016-126 | Mcconkey Custom Plastic Shelves | 6/1/2017 | 15600-00 | Carts/Shelves (3Y) | |
| | 2016-127 | Tug Charging Station | 5/1/2017 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-150 | B/C Pathway | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| | 2016-175 | Agrimomix Soil Room Upgrade | 5/1/2017 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-300 | Degramec Pot Robot | 4/1/2017 | 15400-00 | Small Equipment (10Y) | |
| | 2016-425 | Cart Storage Pad | 5/1/2017 | 15300-00 | Structual & Systems Improvement (15Y) | |
| | 2016-450 | Panels & Blackout | 5/1/2017 | 15200-00 | Energy Curtains (10Y) | |
| | 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| | 320503 | Bruch Bros. Land Parking Area | 4/21/1981 | 15000-00 | Land | |
| | 2016-425 | Cart Storage Pad | 5/1/2017 | 15300-00 | Structual & Systems Improvement (15Y) | |
| | 3795 | Premier Striping- New Cart Staging Area | 1/20/2017 | 15300-00 | Structual & Systems Improvement (15Y) | |
| | 3796 | Steel Tubing | 1/3/2017 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 3797 | Midwest Caster LG-SP-LE, Metal Pieces | 1/23/2017 | 15200-00 | Small Equipment (10Y) | |
| | 2016-150 | B/C Pathway | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| | 2016-127 | Tug Charging Station | 5/1/2017 | 15200-00 | Structual & Systems Improvement (15Y) | |
| | 2016-126 | Mcconkey Custom Plastic Shelves | 6/1/2017 | 15600-00 | Small Equipment (10Y) | |
| | 3801 | Plug Popper | 2/28/2017 | 15600-00 | Small Equipment (10Y) | |
| | 2016-150 | B/C Pathway | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| | 2016-425 | Cart Storage Pad (Pro-Rated) | 5/1/2017 | 15300-00 | Structual & Systems Improvement (15Y) | |

* Fed - Cost/Basis have been REDACTED

| | | | | | |
|------------|----------------------------------|------------|----------|---------------------------------------|--|
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 3864 | LABOR & PARTS | 10/1/2017 | 15400-00 | Small Equipment (10Y) | |
| 3865 | COMBUSTION TESTING ON 12 BOILERS | 10/1/2017 | 15400-00 | Structual & Systems Improvement (15Y) | |
| 3866 | 8VS NOZZLES | 10/1/2017 | 15400-00 | Small Equipment (10Y) | |
| 2017-MAG2 | Water Room | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG2 | Water Room | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 2017-MAG19 | L-House (Replace Old Concete) | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 3887 | Front Parking Lot Striping | 1/1/2018 | 15010-00 | Structual & Systems Improvement (15Y) | |
| 3888 | Soil Conveyor Assembly | 10/1/2017 | 15400-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 3890 | Caulk | 11/1/2017 | 15200-00 | Small Equipment (10Y) | |
| 3891 | Overhead Crane | 11/1/2017 | 15200-00 | Heavy Equipment (15Y) | |
| 3892 | GDSN Single | 11/1/2017 | 15700-00 | Computer Software & Hardware (5 Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2017-MAG19 | L-House (Replace Old Concete) | 1/1/2018 | 15200-00 | Greenhouse & Systems (30Y) | |
| 2016-505 | New Greenhouse Construction | 12/31/2017 | 15200-00 | Greenhouse & Systems (30Y) | |

| | | | | |
|------------|----------------------------------|-----------|----------|---------------------------------------|
| 2017-MAG19 | L-House (Replace Old Concete) | 3/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG2 | Water Room | 12/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG19 | L-House (Replace Old Concete) | 3/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 3964 | Overhead Crane | 2/1/2018 | 15400-00 | Heavy Equipment (15Y) |
| 3965 | Water Control | 2/1/2018 | 15400-00 | Small Equipment (10Y) |
| 3966 | Pallet Rack System for tags | 2/1/2018 | 15600-00 | Small Equipment (10Y) |
| 3967 | Rotery Screw Air Compressor | 2/1/2018 | 15600-00 | Small Equipment (10Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG15 | Upgrade Water Room | 5/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG16 | Office Upgrdae | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2017-MAG15 | Upgrade Water Room | 5/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG15 | Upgrade Water Room | 5/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG19 | L-House (Replace Old Concete) | 3/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG19 | L-House (Replace Old Concete) | 3/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG16 | Office Upgrade | 5/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2017-MAG19 | L-House (Replace Old Concete) | 3/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 3992 | Cooler Repair | 2/1/2018 | 15600-00 | Small Equipment (10Y) |
| 3993 | Battery | 3/1/2018 | 15400-00 | Small Equipment (10Y) |
| 3994 | Injectors | 3/1/2018 | 15400-00 | Small Equipment (10Y) |
| 3995 | 2018 Kubota Tractor MX5800HST | 3/1/2018 | 15600-00 | Small Equipment (10Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |

| | | | | |
|------------|-----------------------------------|-----------|----------|---|
| 2018-MAG3 | Shade Cloth | 1/1/2020 | 15900-00 | Energy Curtains (10Y) |
| 2018-MAG8 | New Water Room | 4/1/2019 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG9 | Underground Pipe Rupture | 11/1/2018 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG9 | Underground Pipe Rupture | 11/1/2018 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG9 | Underground Pipe Rupture | 11/1/2018 | 15200-00 | Structual & Systems Improvement (15Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG10 | Updating Cravo | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG10 | Updating Cravo | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG11 | New Cart Deck | 11/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 4058 | Table Loader 50% Deposit | 9/1/2018 | 15400-00 | Heavy Equipment (15Y) |
| 4059 | New Machine for production room 2 | 10/1/2018 | 15400-00 | Greenhouse & Systems (30Y) |
| 4060 | GDSN Single Channel 2501-5000 | 10/1/2018 | 15700-00 | Computer Software & Hardware (5 Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG10 | Updating Cravo | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG10 | Updating Cravo | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG2 | Production Cart Storage | 11/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG3 | Shade Cloth | 1/1/2020 | 15900-00 | Energy Curtains (10Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-505 | New Greenhouse Construction 2018 | 11/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG2 | Production Cart Storage | 11/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG1 | Retaining Wall Cart Storage | 11/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG3 | Shade Cloth | 1/1/2020 | 15900-00 | Greenhouse & Systems (30Y) |
| 2018-MAG8 | New Water Room | 4/1/2019 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-505 | New Greenhouse Construction 2018 | 12/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG13 | Plastic Shelf | 1/1/2020 | 15900-00 | Small Equipment (10Y) |
| 4079 | Lawn Mower | 12/1/2018 | 15600-00 | Small Equipment (10Y) |
| 2018-MAG14 | Water System Upgrade (Room 1) | 4/1/2019 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG14 | Water System Upgrade (Room 1) | 4/1/2019 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG3 | Shade Cloth | 1/1/2020 | 15900-00 | Building & Sturcture Improvement (15 Years) |
| 2018-MAG10 | Updating Cravo | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG8 | New Water Room | 4/1/2019 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG12 | Table Loaders | 1/1/2020 | 15900-00 | Heavy Equipment (15Y) |
| 2019-MAG1 | Seed room/moving to Orchid | 1/1/2020 | 15900-00 | Building & Sturcture Improvement (15 Years) |
| 4087 | New Machine for production room 2 | 12/1/2018 | 15200-00 | Small Equipment (10Y) |
| 4088 | Loading Dock Area | 1/1/2019 | 15300-00 | Structual & Systems Improvement (15Y) |
| 4089 | Fill in Revine | 12/1/2018 | 15300-00 | Building & Sturcture Improvement (15 Years) |
| 4090 | Labor | 12/1/2018 | 15200-00 | Greenhouse & Systems (30Y) |
| 2018-MAG2 | Production Cart Storage | 12/1/2018 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG3 | Shade Cloth | 1/1/2020 | 15900-00 | Energy Curtains (10Y) |
| 4094 | Tile Work (1st Floor Office) | 1/1/2019 | 15300-00 | Structual & Systems Improvement (15Y) |
| 2018-MAG12 | Table Loaders | 1/1/2020 | 15900-00 | Heavy Equipment (15Y) |
| 2019-MAG2 | Upgrade Sowing Line | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |
| 2019-MAG1 | Seed room/ moving to Orchid | 1/1/2020 | 15900-00 | Structual & Systems Improvement (15Y) |

* Fed - Cost/Basis have been REDACTED

Schedule 4.9

Taxes

4.9(g)

The Company utilizes the cash method of accounting. There can be no assurance that the Company will be permitted to continue to do so following Closing.

4.9(h)

The Company participates in a shared services arrangement with Color Point, LLC pursuant to which Color Point, LLC administers various payments, including payroll. This arrangement will be discontinued as of Closing without liability to the Company.

Schedule 4.9(j)

Tax Returns

1. Illinois
2. Iowa

Schedule 4.10

Contracts

1. See items 5-8 on Schedule 4.19.
2. See item 4 on Schedule 4.5.

Schedule 4.11

Real Property

(a) Owned Real Property

1. TRACT 1:

FOURTEEN (14) ACRES OFF THE SOUTH END OF FORTY-TWO (42) ACRES OFF THE WEST SIDE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 1 WEST OF THE THIRD PRINCIPAL MERIDIAN, PUTNAM COUNTY, ILLINOIS.

2. TRACT 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 1 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS EAST 660.88 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 37 MINUTES 42 SECONDS EAST 2559.49 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 18 SECONDS WEST 659.90 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 38 MINUTES 56 SECONDS WEST 2568.11 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE POINT OF BEGINNING, CONTAINING 38.866 ACRES MORE OR LESS AND ALL SITUATED IN GRANVILLE TOWNSHIP, PUTNAM COUNTY, ILLINOIS.

3. TRACT 3:

PARCEL I

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE I WEST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 16 MINUTES 17 SECONDS WEST 2157.00 FEET ON THE WEST LINE OF SAID SECTION 35 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 16 MINUTES 17 SECONDS WEST 330.03 FEET ON SAID WEST LINE; THENCE NORTH 88 DEGREES 45 MINUTES 08 SECONDS EAST 2591.54 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 52 SECONDS WEST 30.20 FEET TO A POINT ON THE CENTERLINE OF A TOWNSHIP ROAD; THENCE SOUTH 83 DEGREES 27 MINUTES 43 SECONDS EAST 44.83 FEET ON SAID CENTERLINE TO A POINT ON THE

EAST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 34 MINUTES 10 SECONDS EAST 352.88 FEET ON SAID EAST LINE; THENCE SOUTH 88 DEGREES 45 MINUTES 08 SECONDS WEST 2637.40 FEET TO THE POINT OF BEGINNING CONTAINING 20.000 ACRES MORE OR LESS, ALL SITUATED IN THE TOWNSHIP OF GRANVILLE, PUTNAM COUNTY, ILLINOIS. PURSUANT TO SURVEY OF J. WILLIAM SHAFER, ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 2213, DATED SEPTEMBER 6, 2000,

AND ALSO

PARCEL II

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 1 WEST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, THENCE NORTH 00 DEGREES 16' 17" WEST 1450.49 FEET ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 16'17" WEST 706.51 FEET ALONG SAID WEST LINE; THENCE NORTH 88 DEGREES 45'08" EAST 2637.40 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 34'10" EAST 706.45 FEET ALONG SAID EAST LINE; THENCE SOUTH 88 DEGREES 45'08" WEST 2641.08 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN GRANVILLE TOWNSHIP, PUTNAM COUNTY, ILLINOIS.

EXCEPTING FROM SAID PARCELS I AND II THE FOLLOWING DESCRIBED PARCEL TO-WIT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE I WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID SECTION 35; THENCE NORTH 00 DEGREES 16 MINUTES 17 SECONDS WEST 2487.03 FEET ALONG THE WEST LINE OF SAID SECTION 35; THENCE NORTH 88 DEGREES 45 MINUTES 08 SECONDS EAST 1462.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 45 MINUTES 08 SECONDS EAST 1128.88 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 52 SECONDS WEST 30.20 FEET TO A POINT ON THE CENTERLINE OF A TOWNSHIP ROAD; THENCE SOUTH 83 DEGREES 27 MINUTES 43 SECONDS EAST 44.83 FEET ALONG SAID CENTERLINE TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 34 MINUTES 10 SECONDS EAST 1059.34 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE SOUTH 88 DEGREES 45 MINUTES 08 SECONDS WEST 1178.41 FEET;
THENCE NORTH 00 DEGREES 16 MINUTES 17 SECONDS WEST 1036.54 FEET
TO THE POINT OF BEGINNING, CONTAINING 28.00 ACRES MORE OR LESS
ALL BEING SITUATED IN GRANVILLE TOWNSHIP, PUTNAM COUNTY,
ILLINOIS.

4. TRACT 7

A part of the Southwest Quarter of Section 35, Township 33 North, Range 1 West of the of the Third Principal Meridian described as follows:

Commencing at the Southwest Comer of Tract 3 as shown on a plat of VanWingerden Farm Property as prepared by Chamlin and Associates, Inc., signed by James Giordano, Illinois Registered Land Surveyor No. 1850 and recorded in Book 3, Page 215 of the Putnam County Recorder's Office; thence South 01 degrees 33 minutes 47 Seconds West perpendicular to the South line of said Tract 3 for 25.00 feet to the centerline of a Township Road said point being the True Point of Beginning; thence South 88 degrees 26 minutes 13 seconds East 1844.05 feet on the centerline of the Township Road also being 25.00 feet South of the South line of said Tract 3; thence on a curve bearing to the right, tangent to the aforementioned course having an arc length of 295.92 feet and a radius of 604.00 feet on the centerline of the Township Road; thence on a curve bearing to the left tangent with the aforementioned curve having an arc length of 203.47 feet and a radius of 590.31 feet on the centerline of the Township Road; thence South 80 degrees 06 minutes 52 seconds East 245.49 feet on the centerline of the Township Road; thence South 1 degree 33 minutes 47 seconds West 30.20 feet; thence North 88 degrees 26 seconds 13 minutes West 2558.91 feet to the East Right of Way of Illinois Rt. #89; thence North 3 degrees 24 minutes 35 seconds West 66.07 feet on the East Right of Way of Illinois Rt. #89; thence North 6 degrees 20 minutes 35 seconds West 135.47 feet on the East Right of Way of Illinois Rt. # 89 to the centerline of the Township Road; thence South 88 degrees 26 minutes 13 seconds East 19.77 feet to the True Point of Beginning, containing 10.322 acres more or less mid all being situated in the Granville Township, Putnam County, Illinois.

5. TRACT 6 SIGN EASEMENT INTEREST

Sign Easement over the property described below for the benefit of Mid-American Growers, Inc. for construction, repair, replacement and the upkeep of signage and landscaping on the below described property, and for ingress and egress over and across the property described herein to and from public roadways adjoining the same for the purposes and uses described herein as reserved in the Deed recorded September 8, 2014 as Document 14-626 described as follows:

That part of the Northwest Quarter of Section 35 and that part of the East Half of the East Half of the Northeast Quarter of Section 34 both in Township 33 North, Range 1 West of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 35; thence North 87 degrees 44 minutes 41 seconds East 532.11 feet along the North line of the Northwest Quarter of said Section 35; thence South 01 degrees 22 minutes 11 seconds East 1152.14 feet; thence South 89 degrees 30 minutes 14 seconds West 200.00 feet; thence South 01 degrees 36 minutes 06 seconds East 307.45 feet; thence South 64 degrees 12 minutes 04 seconds East 260.54 feet; thence South 23 degrees 24 minutes 04 seconds East 29.83 feet; thence South 14 degrees 34 minutes 43 seconds West 154.59 feet; thence South 02 degrees 13 minutes 29 seconds West 269.53 feet; thence South 03 degrees 15 minutes 13 seconds East 613.12 feet to a point on the Northerly right of way line of an East-West Township Road; thence South 88 degrees 14 minutes 36 seconds West 348.15 feet along said Northerly right of way line to the Point of Beginning; thence continuing South 88 degrees 14 minutes 36 seconds West 155.68 feet along said Northerly right of way line to a point on the Easterly Right of Way line of Illinois Route 89 (S.A. Rt 3A); thence North 17 degrees 58 minutes 56 seconds West 285.00 feet along said Easterly right of way line of Illinois Route 89; thence North 88 degrees 14 minutes 36 seconds East 91.29 feet; thence South 17 degrees 58 minutes 56 seconds East 137.84 feet; thence South 38 degrees 30 minutes 21 seconds East 176.35 feet to the Point of Beginning containing 0.678 acres more or less and all situated in the Township of Granville, Putnam County, Illinois.

(b) Leased Real Property

1. TRACT 4:

The Northwest Quarter of Section 35, Township 33 North, Range 1 West; and all that part of the Southwest Quarter of said Section 35 which lies North of the North edge of the Right of Way of the public highway running Easterly and Westerly over and across said Southwest Quarter, pursuant to Plat of Survey thereof by E. H. Whitaker, Surveyor, dated January 22, 1908, recorded in the Recorder's Office of Putnam County, Illinois, on June 16, 1908, in Book 65, Page 343, But excepting from all of the above described premises that portion conveyed by John Richardson, et al to Joseph Zaetta by Warranty Deed dated April 30, 1947, and recorded in Book 100 at Page 127 on May 3, 1947, in the Recorder's Office of Putnam County, Illinois, and further excepting from the premises hereinabove conveyed, that portion thereof which lies within the boundaries of Tracts 1, 2 and 3 as shown and more fully described on Survey Plat dated May 10, 1973, by James J. Giordano, Illinois Land Surveyor, # 1 850, under the direction of Chamlin and Associates, Inc., and recorded in the Land Records of Putnam County, Illinois in Plat Book 3, Page 215, except the coal and fireclay underlying the surface of said land and all rights and easements in favor of the estate of said coal and fireclay, situated in Putnam County, Illinois.

2. TRACT 5

That part of the Northwest Quarter of Section 35, Township 33 North, Range 1 West of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 35; thence North 87 degrees 44 minutes 41 seconds East 532.11 feet along the North line of the Northwest Quarter of said Section 35; thence South 01 degrees 22 minutes 11 seconds East 1152.14 feet; thence South 89 degrees 30 minutes 14 seconds West 200.00 feet to the Point of Beginning; thence South 01 degrees 36 minutes 06 seconds East 307.45 feet; thence South 64 degrees 12 minutes 04 seconds East 260.54 feet; thence South 23 degrees 24 minutes 04 seconds East 29.83 feet; thence South 23 degrees 24 minutes 04 seconds East 193.77 feet; thence North 88 degrees 26 minutes 46 seconds East 1224.46 feet; thence South 01 degrees 37 minutes 59 seconds East 845.72 feet to a point on the Northerly right of way line of and East-West Township Road; thence South 88 degrees 14 minutes 36 seconds West 1340.28 feet along said Northerly right of way line; thence North 03 degrees 15 minutes 13 seconds West 613.12 feet; thence North 02 degrees 13 minutes 29 seconds East 269.53 feet; thence North 14 degrees 34 minutes 43 seconds East 154.59 feet to the Point of Beginning containing 26.521 acres more or less and all situated in the Township of Granville, Putnam County, Illinois.

Pursuant to an oral lease (the "Oral Farm Lease"), the Company leases, as landlord, the parcel shown on the attached diagram, to Allen Aimone (with a mailing address of County Rd 1240, North Granville, IL 61326), for purposes of growing corn and soybeans. The Oral Farm Lease has historically been renewed on an annual basis and is terminable, without liability to the Company, on or before December 31, 2019. For the avoidance of doubt, all Liabilities relating to or arising out of the Oral Farm Lease shall be Excluded Liabilities, and all amounts collected by the Company pursuant to such Oral Farm Lease shall be considered current assets of the Company for purposes of determining Net Working Capital.

Parcel Information Report (2019/08/29 10:29)

0231065000



General Information

| | | |
|--|--|----------------|
| Parcel Number 0231065000 | Assessed Last 2019-08-16 08:30:15.567000000 | Zoning AG-1 |
| Owner Name COLOR POINT LLC ATTN: ACCT PAYABLE | Farm Land 12134.000 | Class 0021 |
| Owner Name2 | Farm Building .000 | |
| Location Address 14240 GREENHOUSE AVE | Non Farm Land .000 | |
| Mailing Address 1077 CANE RIDGE RD | Non Farm Building .000 | |
| Legal Description S35 T33 R1 34.80 ACRES IN SW1/4 | Tax Billed 818.540 | |
| Township Granville | Tax Code 02003 | |
| Total Acreage 34.800 | Tax Status T | |
| Homesite Acreage .000 | | |
| Farm Acreage 34.800 | | |
| Lot Dimension | | |
| Sale Date | | |

Schedule 4.12

Litigation

1. The Cerri Matter, which for the avoidance of doubt shall be an Excluded Liability.

Schedule 4.13

Intellectual Property

(a) Intellectual Property

1. The Company has common law trademark rights to the name “Mid-American Growers.”

(b) Agreements

1. The Company utilizes an ERP system pursuant to software licensed by Color Point. Color Point will provide substantially identical services pursuant to the Transitional Services Agreement following the Closing.

(c) Ownership of IP

None.

Schedule 4.14

Insurance Policies

| Coverage | Carrier | Policy Number | Deductible |
|------------------------------------|---|----------------------|--|
| International Advantage Commercial | Chubb | (REDACTED) | NA |
| General Liability | Hortica Florists' Mutual Insurance Co. | (REDACTED) | \$5,000 |
| Property | Hortica Florists' Mutual Insurance Co. | (REDACTED) | \$10,000 |
| Kidnap, Ransom and Extortion | Great American Insurance Group | (REDACTED) | NA |
| Commercial Excess | Chubb | (REDACTED) | First Tier Umbrella |
| Commercial Liability | Hortica Florists' Mutual Insurance Co. | (REDACTED) | \$10,000 |
| Workers' Compensation | Great American Alliance Insurance Company | (REDACTED) | NA |
| Business Automobile | Florists' Mutual Insurance Co. | (REDACTED) | Liability: NA Physical Damage: \$1,000 |
| Cyber Liability | NAS Insurance | (REDACTED) | \$5,000 |
| Executive Liability | Chubb | (REDACTED) | Crime: \$1,000 D&O: \$25,000 EPLI: \$50,000 Fiduciary: NA |
| Business | Florists' Mutual Insurance Co. | (REDACTED) | Property Damage: \$250 |

Schedule 4.15

Licenses and Permits

1. The FESOP.
2. State of Illinois permit for 10,000 gallon underground gasoline storage tank and 12,000 gallon underground diesel storage tank (collectively, the "Storage Tanks").
3. Three-Year Licensed Hemp Grower License approved by the State of Illinois Department of Agriculture on October 1, 2019.
4. Three-Year Registered Hemp Processor License approved by the State of Illinois Department of Agriculture on October 1, 2019.

Schedule 4.16

Welfare and Benefit Plans

The Company's employees participate in the following Employee Benefit Plans maintained by Color Point:

[REDACTED}

The Company's participation in all listed Employee Benefit Plans will terminate effective as of the Closing Date.

Schedule 4.17

Health, Safety and Environment

Section 4.17(a)

The FESOP Deviation.

Section 4.17(c)

The Storage Tanks.

Schedule 4.18

Employees

1. The Cerri Matter, which for the avoidance of doubt shall be an Excluded Liability.

Schedule 4.19

Affiliate Transactions

1. The Company leases that certain real property commonly known as 14240 Greenhouse Ave., Granville, Illinois, from VWP pursuant to the Commercial Ground Lease with Lessee to Construct Improvements, dated July 29, 2014, between the Company and VWP.
2. The Guarantees.
3. Guaranty and Security Agreement, dated December 13, 2017, between AG Credit, as lender, and Emerald Assets, Inc., Clear Sky Enterprises, Inc. and Double Dutch Logistics, Inc. ("Double Dutch"), as guarantors.
4. Management Agreement, dated April 26, 2014, between the Company and Color Point.
5. Color Point maintains all insurance policies and Employee Benefit Plans in which the Company participates.
6. The Company purchases natural gas pursuant to a Natural Gas Transaction Confirmation between Color Point and Direct Energy Business Marketing LLC.
7. The Company participates in a Demand Response Program with Voltus, Inc. pursuant to a Demand Response Program Agreement, dated March 7, 2018, entered into by Color Point.
8. Double Dutch provides transportation services utilized by the Company pursuant to a Broker/Shipper Agreement, dated February 2017, entered into by Color Point.
9. See item 4 on Schedule 4.5.

Schedule 4.21

Broker Fees

1. Representation Letter, dated July 2, 2019, between Color Point and Gene Hudson Partners, Inc.

Schedule 5.6

Compliance with Applicable Laws

None.

Schedule 5.7

Financial Statements

1. See attached.

MichiCann Medical Inc.

Financial Statements

For the Year Ended December 31, 2018 and the period from
December 5, 2017 (incorporation) to December 31, 2017
(Expressed in Canadian dollars)

INDEPENDENT AUDITORS' REPORT

TO THE SHAREHOLDERS OF MICHICANN MEDICAL INC.

Opinion

We have audited the financial statements of MichiCann Medical Inc. (the "Company"), which comprise the statements of financial position as at December 31, 2018 and 2017, and the statements of comprehensive loss, changes in equity, and cash flows for the year ended December 31, 2018 and for the 26-day period ended December 31, 2017, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2018 and 2017, and its financial performance and its cash flows for year ended December 31, 2018 and for the 26-day period ended December 31, 2017 in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audits in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our opinion.

Other Information

Management is responsible for the other information. The other information comprises of Management's Discussion and Analysis.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon. In connection with our audits of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

We obtained Management's Discussion and Analysis prior to the date of this auditors' report. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- ♦ Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- ♦ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- ♦ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- ♦ Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- ♦ Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

The engagement partner on the audit resulting in this independent auditors' report is Kevin Yokichi Nishi.

Smythe LLP

Chartered Professional Accountants

Vancouver, British Columbia
May 22, 2019

2

Vancouver
1700 – 475 Howe St
Vancouver, BC V6C 2B3
T: 604 687 1231
F: 604 688 4675

Langley
305 – 9440 202 St
Langley, BC V1M 4A6
T: 604 282 3600
F: 604 357 1376

Nanaimo
201 – 1825 Bowen Rd
Nanaimo, BC V9S 1H1
T: 250 755 2111
F: 250 984 0886

MichiCann Medical Inc.
 Statements of Financial Position
 (Expressed in Canadian dollars)

| | December 31, 2018 \$ | December 31, 2017 \$ |
|--|----------------------------|----------------------------|
| Assets | | |
| Current assets | | |
| Cash | 24,377,286 | 326,721 |
| Prepaid expenses | 50,000 | 297,917 |
| Loans receivable (Note 3) | 5,700,400 | - |
| Amounts receivable (Notes 3 and 4) | 4,810,000 | - |
| Total assets | 34,937,686 | 624,638 |
| Liabilities and shareholders' equity | | |
| Current liabilities | | |
| Accounts payable and accrued liabilities (Note 6) | 161,937 | 27,442 |
| Convertible debentures (Note 8) | - | 533,755 |
| | 161,937 | 561,197 |
| Non-current liabilities | | |
| Deferred income tax liability (Note 9) | - | 25,176 |
| Total liabilities | 161,937 | 586,373 |
| Shareholders' equity | | |
| Share capital (Note 4) | 35,111,680 | 1 |
| Convertible debentures – equity component (Note 8) | - | 70,950 |
| Reserves (Note 4) | 1,952,794 | - |
| Subscriptions receivable (Note 4) | (125,000) | - |
| Deficit | (2,163,725) | (32,686) |
| Total shareholders' equity | 34,775,749 | 38,265 |
| Total liabilities and shareholders' equity | 34,937,686 | 624,638 |

Approved and authorized for issuance on behalf of the Board of Directors on May 22, 2019 by:

/s/Michael Marchese

Michael Marchese, Director

(The accompanying notes are an integral part of these financial statements)

MichiCann Medical Inc.Statements of Comprehensive Loss
(Expressed in Canadian dollars)

| | Year ended December 31, 2018 | December 5, 2017 (Incorporation) - December 31, 2017 |
|--|------------------------------------|--|
| Expenses | | |
| Consulting fees (Note 6) | \$ 325,000 | \$ 27,083 |
| Professional fees | 53,522 | 2,442 |
| Office expenses | 7,865 | 280 |
| Travel | 32,921 | - |
| Foreign exchange gain | (25,465) | - |
| Accretion expense (Note 8) | 139,938 | 2,881 |
| Share-based compensation (Note 4) | 1,637,559 | - |
| Loss before income tax | (2,171,340) | (32,686) |
| Deferred income tax recovery | 40,301 | - |
| Net loss and comprehensive loss for the period | \$ (2,131,039) | \$ (32,686) |
| Net loss per share, basic and diluted | \$ (0.06) | \$ (32,686) |
| Weighted average shares outstanding | 38,474,379 | 1 |

(The accompanying notes are an integral part of these financial statements)

MichiCann Medical Inc.

 Statements of Changes in Equity
 (Expressed in Canadian dollars)

| | Share capital | | Subscriptions receivable \$ | Reserves \$ | Convertible debentures – equity component \$ | Deficit \$ | Total shareholders' equity \$ |
|---|---------------------|-------------------|-----------------------------------|------------------|---|--------------------|--|
| | Number of shares | Amount \$ | | | | | |
| Balance, December 5, 2017 (incorporation) | 1 | 1 | - | - | - | - | 1 |
| Equity component of convertible debentures | - | - | - | - | 96,126 | - | 96,126 |
| Deferred income tax on equity component of convertible debentures | - | - | - | - | (25,176) | - | (25,176) |
| Net loss for the period | - | - | - | - | - | (32,686) | (32,686) |
| Balance, December 31, 2017 | 1 | 1 | - | - | 70,950 | (32,686) | 38,265 |
| Equity component of convertible debentures | - | - | - | - | 56,017 | - | 56,017 |
| Deferred income tax on equity component of convertible debentures | - | - | - | - | (15,125) | - | (15,125) |
| Convertible debentures exercised | 2,024,000 | 1,114,518 | - | - | (111,842) | - | 1,002,676 |
| Shares issued, net | 72,198,181 | 34,312,396 | (125,000) | - | - | - | 34,187,396 |
| Finders' warrants issued | - | (315,235) | - | 315,235 | - | - | - |
| Share-based compensation | - | - | - | 1,637,559 | - | - | 1,637,559 |
| Net loss for the year | - | - | - | - | - | (2,131,039) | (2,131,039) |
| Balance, December 31, 2018 | 74,222,182 | 35,111,680 | (125,000) | 1,952,794 | - | (2,163,725) | 34,775,749 |

(The accompanying notes are an integral part of these financial statements)

MichiCann Medical Inc.
 Statements of Cash Flows
 (Expressed in Canadian dollars)

| | Year ended December 31, 2018 \$ | December 5, 2017 (Incorporation) - December 31, 2017 \$ |
|--|--|--|
| Operating activities | | |
| Net loss for the year | (2,131,039) | (32,686) |
| Items not affecting cash: | | |
| Accretion expense | 139,938 | 2,881 |
| Share based compensation | 1,637,559 | - |
| Unrealized foreign exchange | (25,465) | - |
| Deferred income tax recovery | (40,301) | - |
| Changes in non-cash operating working capital: | | |
| Prepaid expenses | 247,917 | (297,917) |
| Accounts payable and accrued liabilities | 134,495 | 27,442 |
| Net cash used in operating activities | (36,896) | (300,280) |
| Investing activity | | |
| Loans receivable | (5,700,400) | - |
| Net cash used in investing activity | (5,700,400) | - |
| Financing activities | | |
| Issuance of share capital, net | 29,377,396 | 1 |
| Convertible debentures issued | 385,000 | 627,000 |
| Net cash provided by financing activities | 29,762,396 | 627,001 |
| Effect of exchange rate changes on the balance of cash held in foreign currencies | 25,465 | - |
| Increase in cash | 24,050,565 | 326,721 |
| Cash, beginning of period | 326,721 | - |
| Cash, end of period | 24,377,286 | 326,721 |

Supplemental disclosure of cash flow information (Note 10)

(The accompanying notes are an integral part of these financial statements)

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

1. Nature of Business and Continuance of Operations

MichiCann Medical Inc. (the “Company” or “MichiCann”) was a private cannabis investment company incorporated under the laws of Ontario on December 5, 2017. The Company’s head office and registered office is located at 8820 Jane Street, Concord, ON, L4K 2M9 Canada.

As at December 31, 2018, the Company had not yet generated any revenue, has working capital of \$34,775,749 (2017 - \$63,441) and has accumulated losses of \$2,163,725 since inception. The Company’s ability to continue as a going concern is dependent upon its ability to generate future profitable operations, to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. These financial statements have been prepared under the assumption of a going concern, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. The Company estimates that it will have sufficient capital to continue operations for the upcoming year.

If the going concern assumption were not appropriate for these financial statements then adjustments would be necessary to the carrying values of assets and liabilities, the reported expenses and the statements of financial position classifications used. Such adjustments could be material.

2. Significant Accounting Policies

(a) Statement of Compliance and Basis of Preparation

These financial statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board.

The financial statements have been prepared on a historical cost basis except for financial assets classified as fair value through profit or loss, which are measured at fair value. The financial statements are presented in Canadian dollars, which is the Company’s functional currency.

These financial statements were authorized for issue by the Board of Directors on May 22, 2019.

(b) Use of Estimates and Judgments

The preparation of the financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, revenues and expenses. Actual results may differ from these estimates.

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Accounting estimates will, by definition, seldom equal the actual results. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

Significant assumptions about the future and other sources of estimated uncertainty that management has made as at the balance sheet dates that could result in a material adjustment to the carrying amount of assets and liabilities in the event that actual results differ from assumptions made, related to, but are not limited to, the following:

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies - continued

(b) Use of Estimates and Judgments - continued

Share-based Compensation

The inputs used for share-based compensation calculation. The Company provides compensation benefits to its consultants, directors and officers through a stock option plan. The fair value of each option award is estimated on the date of the grant using the Black-Scholes Option Pricing Model which utilizes subjective assumptions such as expected price volatility and expected life of the option. Share-based compensation expense also utilizes subjective assumption on forfeiture rate. Changes in these input assumptions can significantly affect the fair value estimate.

Convertible Debentures

In accordance with the substance of the contractual arrangement, convertible debentures are compound financial instruments that are accounted for separately by their components: a financial liability and an equity instrument. The identification of convertible debenture components is based on interpretations of the substance of the contractual arrangement and therefore requires judgment from management. The separation of the components affects the initial recognition of the convertible debenture at issuance and the subsequent recognition of interest on the liability component. The determination of the fair value of the liability is also based on a number of assumptions, including contractual future cash flows, discount factors and the presence of any derivative financial instruments.

Deferred Income Taxes

The Company estimates the expected manner and timing of the realization or settlement of the carrying value of its assets and liabilities and applies the tax rates that are enacted or substantively enacted on the estimated dates of realization or settlement. In assessing the probability of realizing income tax assets, management makes estimates related to expectations of future taxable income, applicable tax opportunities, expected timing of reversals of existing temporary differences and the likelihood that tax positions taken will be sustained upon examination by applicable tax authorities. The actual amount of income taxes only becomes final upon filing and acceptance of the tax return by the relevant tax authorities, which occurs subsequent to the issuance of the financial statements.

(c) Financial Instruments

Financial Assets

The Company recognizes a financial asset when it becomes a party to the contractual provisions of the instrument. The Company classifies financial assets at initial recognition as financial assets: measured at amortized cost, measured at fair value through other comprehensive income or measured at fair value through profit or loss.

The Company's business model for managing financial assets refers to how it manages its financial assets in order to generate cash flows. The business model determines whether cash flows will result from collecting contractual cash flows, selling the financial assets, or both. Assessment and decision on the business model approach used is an accounting judgement.

Financial assets measured at amortized costs

A financial asset that meets both of the following conditions is classified as a financial asset measured at amortized cost.

- The Company's business model for such financial assets, is to hold the assets in order to collect contractual cash flows.
- The contractual terms of the financial asset gives rise on specified dates to cash flows that are solely payments of principal and interest on the amount outstanding.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies - continued

(c) Financial Instruments - continued

A financial asset measured at amortized cost is initially recognized at fair value plus transaction costs directly attributable to the asset. After initial recognition, the carrying amount of the financial asset measured at amortized cost is determined using the effective interest method, net of impairment loss, if necessary.

Financial assets measured at fair value through other comprehensive income ("FVTOCI")

For financial assets that are not measured at amortized cost, the Company can make an irrevocable election at initial recognition to classify the instruments at fair value through other comprehensive income ("FTVOCI"), with all subsequent changes in fair value being recognized in other comprehensive income. This election is available for each separate investment. Under this new FTVOCI category, fair value changes are recognized in OCI while dividends are recognized in profit or loss. On disposal of the investment the cumulative change in fair value is not recycled to profit or loss, rather transferred to deficit. The Company does not have any financial assets designated as FTVOCI.

Financial assets measured at fair value through profit or loss ("FVTPL")

A financial asset measured at fair value through profit or loss is recognized initially at fair value with any associated transaction costs being recognized in profit or loss when incurred. Subsequently, the financial asset is re-measured at fair value, and a gain or loss is recognized in profit or loss in the reporting period in which it arises.

Impairment

In relation to the impairment of financial assets, IFRS 9 requires an expected credit loss model. The expected credit loss model requires the Company to account for expected credit losses ("ECL") and changes in those ECL at each reporting date to reflect changes in credit risk since initial recognition of the financial assets.

Financial Liabilities

Financial liabilities are recognized when the Company becomes a party to the contractual provisions of the financial instrument. A financial liability is derecognized when it is extinguished, discharged, cancelled or when it expires. Financial liabilities are classified as either financial liabilities at fair value through profit or loss or financial liabilities subsequently measured at amortized cost. All interest-related charges are reported in profit or loss within interest expense, if applicable.

As at December 31, 2018, the Company's financial instruments are comprised of cash, accounts receivable, convertible debt, accounts payable and accrued liabilities.

The Company classifies and discloses fair value measurements based on a three-level hierarchy:

- Level 1 – inputs are unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 – inputs other than quoted prices in Level 1 that are observable for the asset or liability, either directly or indirectly; and
- Level 3 – inputs for the asset or liability are not based on observable market data.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies - continued

(c) Financial Instruments - continued

Compound Financial Instruments

Compound financial instruments issued by the Company comprise convertible debt in Canadian dollars that can be converted to common shares at the option of the holder, when the number of shares to be issued is fixed and does not vary with changes in fair value.

The liability component of compound financial instruments is initially recognized at the fair value of a similar liability that does not have a conversion option. The conversion component is initially recognized at the difference between fair value of the compound financial instrument as a whole and the fair value of the liability component. Any directly attributable transaction costs are allocated to the liability and conversion components in proportion to their initial carrying amounts. Subsequent to initial recognition, the liability component of a compound financial instrument is measured at amortized cost using the discounted cash flows. Interest related to the financial liability is recognized in profit or loss. On conversion, the financial liability is reclassified to equity and no gain or loss is recognized.

(d) Impairment of Non-Financial Assets

At the end of each reporting period, the Company reviews the carrying amounts of long-lived assets to determine whether there is an indication that those assets have suffered an impairment. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment charge (if any). The recoverable amount used for this purpose is the higher of the fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its recorded amount, the recorded amount of the asset is reduced to its recoverable amount. An impairment charge is recognized immediately in profit or loss, unless the relevant asset is carried at a revalued amount, in which case the impairment loss is treated as a revaluation decrease. Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, to a maximum amount equal to the carrying amount that would have been determined had no impairment loss been recognized for the asset in prior years.

(e) Share Capital

Proceeds received on the issuance of units, consisting of common shares and warrants, are allocated first to common shares based on the market trading price of the common shares at the time the units are issued, and any excess is allocated to warrants.

Incremental costs directly attributed to the issuance of common shares are shown in equity as a reduction, net of tax, of the proceeds received on issue. Shares issued for non-monetary consideration are valued based on the fair value of the goods or services received unless the fair value of the shares are a more reliable measure.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies - continued

(f) Income Taxes

Current income tax

Current income tax assets and liabilities for the current period are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date. Current income tax relating to items recognized directly in other comprehensive income or equity is recognized in other comprehensive income or equity and not in the statement of operations. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred income tax

Deferred income tax is provided using the statement of financial position method on temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. The carrying amount of deferred income tax assets is reviewed at the end of each reporting period and recognized only to the extent that it is probable that sufficient taxable income will be available to allow all or part of the deferred income tax asset to be utilized. Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period. Deferred income tax assets and deferred income tax liabilities are offset, if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred income taxes relate to the same taxable entity and the same taxation authority.

(g) Earnings (Loss) Per Share

Basic earnings (loss) per share are computed using the weighted average number of common shares outstanding during the period. The treasury stock method is used for the calculation of diluted loss per share, whereby all "in the money" stock options and share purchase warrants are assumed to have been exercised at the beginning of the period and the proceeds from their exercise are assumed to have been used to purchase common shares at the average market price during the period. When a loss is incurred during the period, basic and diluted loss per share are the same as the exercise of stock options and share purchase warrants would be anti-dilutive.

(h) Share-based Payments

The grant date fair value of share-based payment awards granted to employees is recognized as stock-based compensation expense, with a corresponding increase in equity, over the period that the employees unconditionally become entitled to the awards. The amount recognized as an expense is adjusted to reflect the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognized as an expense is based on the number of awards that do meet the related service and non-market performance conditions at the vesting date. For share-based payment awards with non-vesting conditions, the grant date fair value of the share-based payment is measured to reflect such conditions and there is no true-up for differences between expected and actual outcomes.

Where equity instruments are granted to parties other than employees, they are recorded by reference to the fair value of the services received. If the fair value of the services received cannot be reliably estimated, the Company measures the services received by reference to the fair value of the equity instruments granted, measured at the date the counterparty renders service.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies – continued

(h) Share-based Payments - continued

All equity-settled share-based payments are reflected in contributed surplus, unless exercised. Upon exercise, shares are issued from treasury and the amount reflected in reserves is credited to share capital, adjusted for any consideration paid.

(i) Adoption of Accounting Standard

On January 1, 2018, the Company adopted the following accounting pronouncements retrospectively with no restatement of comparative periods:

IFRS 15 Revenue from Contracts with Customers

The Company adopted IFRS 15 with a date of initial application as of January 1, 2018. IFRS 15 specifies how and when revenue should be recognized as well as requiring more informative and relevant disclosures. The standard supersedes International Accounting Standard (“IAS”) 18 Revenue, IAS 11 Construction Contracts, and a number of revenue-related interpretations. Application of the standard is mandatory and it applies to nearly all contracts with customers: the main exceptions are leases, financial instruments and insurance contracts. The adoption of IFRS 15 did not have an impact on the Company’s financial statements.

Recent Accounting Pronouncements

Standards and interpretations issued but not yet effective up to the date of issuance of the Company’s financial statements are listed below and include only those which the Company reasonably expects may be applicable to the Company at a future date. The Company intends to adopt these standards and interpretations when they become effective and does not expect the standards to have a material impact on the financial statements.

IFRS 16 Leases

This new standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both the lessee and the lessor. The new standard introduces a single lessee accounting model that requires the recognition of all assets and liabilities arising from a lease. The main features of the new standard are as follows:

- An entity identifies as a lease a contract that conveys the right to control the use of an identified asset for a period in exchange for consideration.
- A lessee recognizes an asset representing the right to use the leased asset, and a liability for its obligation to make lease payments. Exceptions are permitted for short-term leases and leases of low-value assets.
- A lease asset is initially measured at cost, and is then depreciated similarly to property, plant and equipment. A lease liability is initially measured at the present value of the unpaid lease payments.
- A lessee presents interest expense on a lease liability separately from depreciation of a lease asset in the statement of profit or loss and other comprehensive income.
- A lessor continues to classify its leases as operating leases or finance leases, and to account for them accordingly.
- A lessor provides enhanced disclosures about its risk exposure, particularly exposure to residual-value risk.

The new standard supersedes the requirements in IAS 17 Leases, IFRIC 4 Determining whether an Arrangement contains a Lease, SIC-15 Operating Leases – Incentives and SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

2. Significant Accounting Policies – continued

IFRS 16 Leases - continued

These standards are applicable to the Company's annual period beginning January 1, 2019. The Company does not expect there to be a material impact on adoption.

3. Loans Receivable and Amounts Receivable

During the year ended December 31, 2018, the Company advanced a series of funds, totalling \$5,700,400, to PharmaCo Inc. ("PharmaCo"), an arms-length party, in the form of a debenture. The debenture is non-interest bearing, unsecured and is due on demand.

During the year ended December 31, 2018, the Company issued 4,810,000 common shares valued at \$1.00 per common share for a total value of \$4,810,000 to a third-party company, as consideration to settle amounts owed by PharmaCo to the third-party company. The amounts receivable due from PharmaCo of \$4,810,000 is non-interest bearing, unsecured and have no fixed terms of repayment.

4. Share Capital

Authorized:

Unlimited number of common shares without par value.

Issued:

On January 2, 2018, the Company issued 37,309,999 founder common shares for gross proceeds of \$37.

On November 21, 2018, the Company issued an aggregate of \$1,012,000 principal amount of unsecured convertible debentures (the "Unsecured Debentures") convertible into one common share of the Company at a price of \$0.50 per common share. All Unsecured Debentures were converted into an aggregate of 2,024,000 common shares of the Company on November 21, 2018 (Note 8).

On December 19, 2018, the Company issued 30,078,182 common shares pursuant to a non-brokered financing (first tranche) at a price of \$1.00 for aggregate gross proceeds of \$30,078,182. The Company paid share issuance costs of \$470,340 as finder fees. Subsequent to the year ended December 31, 2018, \$125,000 in subscriptions receivable was received.

On December 19, 2018, the Company completed the issuance of 4,810,000 common shares to settle certain debts at a price of \$1.00 per common share for a total of \$4,810,000. The shares were issued to settle amounts owned by PharmaCo to a third-party company (Note 3).

During the period ended December 31, 2017, the Company issued 1 incorporation share for a nominal value.

Warrants:

During the year ended December 31, 2018, the Company issued 595,340 finders' warrants with an exercise price of \$1.00 per common share of the Company for a period of two years. The finders' warrants have a fair value of \$315,235 estimated using the Black-Scholes options pricing model with the following weighted average assumptions:

| | |
|--------------------------|---------|
| Risk-free interest rate | 1.89% |
| Expected term (in years) | 2 |
| Estimated dividend yield | 0% |
| Estimated volatility | 100.00% |

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

4. Share Capital - continued

Warrant transactions and the number of warrants outstanding are summarized as follows:

| | Number of Warrants | Weighted Average Exercise Price |
|------------------------------|--------------------|---------------------------------|
| Balance at December 31, 2017 | - | \$ - |
| Issued | 595,430 | 1.00 |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at December 31, 2018 | 595,430 | \$ 1.00 |

The following warrants were outstanding at December 31, 2018:

| Issue Date | Expiry Date | Exercise Price | Number of Warrants Outstanding | Number of Warrants Exercisable |
|-------------------|-------------------|----------------|--------------------------------|--------------------------------|
| December 19, 2018 | December 19, 2020 | \$ 1.00 | 595,340 | 595,340 |
| | | | 595,340 | 595,340 |

Options:

On October 1, 2018, the Company granted 2,000,000 stock options to a consultant and an officer of the Company. These stock options vest 12.5% on January 1, 2019, 12.5% on April 1, 2019, 12.5% on July 1, 2019, 12.5% on October 1, 2019, 12.5% on January 1, 2020, 12.5% on April 1, 2020, 12.5% on July 1, 2020 and the remaining 12.5% on October 1, 2020. These stock options have an exercise price of \$0.50 per share and expire on October 1, 2023.

On October 1, 2018, the Company granted 2,500,000 stock options to consultants of the Company. These stock options vest 25% on January 1, 2019, 25% on April 1, 2019, 25% on July 1, 2019, 25% on October 1, 2019. These stock options have an exercise price of \$0.50 per share and expire on October 1, 2023.

The options granted during the year ended December 31, 2018 have a fair value of \$3,739,048 estimated using the Black-Scholes options pricing model with the following weighted average assumptions:

| | |
|--------------------------|---------|
| Risk-free interest rate | 2.42% |
| Expected term (in years) | 5 |
| Estimated dividend yield | 0% |
| Estimated volatility | 100.00% |

During the year ended December 31, 2018, the Company recognized \$1,637,559 in stock-based compensation under graded vesting.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

4. Share Capital - continued

Options transactions and the number of options outstanding are summarized as follows:

| | Number of Stock Options | Weighted Average Exercise Price |
|------------------------------|----------------------------|------------------------------------|
| Balance at December 31, 2017 | - | \$ - |
| Granted | 4,500,000 | 0.50 |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at December 31, 2018 | 4,500,000 | \$ 0.50 |

The following options were outstanding at December 31, 2018:

| Grant Date | Expiry Date | Exercise Price | Number of Options Outstanding | Number of Options Exercisable |
|-----------------|-----------------|-------------------|-------------------------------------|-------------------------------------|
| October 1, 2018 | October 1, 2023 | \$ 0.50 | 4,500,000 | - |
| | | | 4,500,000 | - |

5. Financial Instruments and Risks

(a) Fair Value

Assets and liabilities measured at fair value on a recurring basis were presented on the Company's statement of financial position as of December 31, 2018 and 2017 as follows:

| | Fair Value Measurements Using | | | Balance as at December 31 \$ |
|---|---|---|--|------------------------------------|
| | Quoted prices in active markets for identical instruments (Level 1) \$ | Significant other observable inputs (Level 2) \$ | Significant unobservable inputs (Level 3) \$ | |
| December 31, 2018 | | | | |
| Cash | 24,377,286 | - | - | 24,377,286 |
| Loans receivable | 5,700,400 | - | - | 5,700,400 |
| Amounts receivable | 4,810,000 | - | - | 4,810,000 |
| Total | 34,887,686 | - | - | 34,887,686 |
| <hr/> | | | | |
| Accounts payable and accrued liabilities | 161,937 | - | - | 161,937 |
| Total | 161,937 | - | - | 161,937 |
| <hr/> | | | | |
| December 31, 2017 | | | | |
| Cash | 326,721 | - | - | 326,721 |
| Total | 326,721 | - | - | 326,721 |
| <hr/> | | | | |
| Accounts payable and accrued liabilities | 27,422 | - | - | 27,422 |
| Total | 27,422 | - | - | 27,422 |

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

5. Financial Instruments and Risks - continued

(a) Fair Value - *continued*

The fair values of other financial instruments, which include accounts payable and accrued liabilities, loans receivable and amounts receivable, approximate their carrying values due to the relatively short-term maturity of these instruments.

(b) Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, loans receivable and amounts receivable. The Company limits its exposure to credit loss by placing its cash with high credit quality financial institutions. Deposits held with these institutions may exceed the amount of insurance provided on such deposits. The Company is exposed to significant credit risk on its loans receivable and amounts receivable. The carrying amount of financial assets represents the maximum credit exposure.

(c) Foreign Exchange Rate

The Company holds cash in US dollars, as a consequence, the financial results of the Company's operations as reported in Canadian dollars are subject to changes in the value of the Canadian dollar relative to the US dollar. Therefore, exchange rate movements in the US dollar can have a significant impact on the Company's operating results due to the translation of monetary assets.

At December 31, 2018, a 10% strengthening (weakening) of the Canadian dollar against the US dollar would have increased (decreased) the Company's net loss before taxes by approximately \$125,000 (December 31, 2017 - \$nil).

(d) Interest Rate Risk

The Company is not exposed to any significant interest rate risk.

(e) Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company currently settles its financial obligations out of cash. The ability to do this relies on the Company raising equity financing in a timely manner and by maintaining sufficient cash in excess of anticipated needs.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

6. Related Party Transactions

The following is a summary of related party transactions that occurred during the year ended December 31, 2018:

- (a) Included in accounts payable and accrued liabilities is \$6,250 (2017 - \$nil) payable to a director of the Company. Amounts due to related parties have no stated terms of interest and/or repayment.
- (b) Key management personnel include the directors and officers of the Company. Key management compensation consists of the following:

| | December 31, 2018 \$ | December 31, 2017 \$ |
|--|----------------------------|----------------------------|
| Consulting fees paid or accrued to a company controlled by the director of the Company | 75,000 | 6,250 |
| Share-based compensation | 280,829 | - |

There were no post-employment benefits, termination benefits or other long-term benefits paid to key management personnel for the year ended December 31, 2018 and period from incorporation on December 5, 2017 to December 31, 2017.

7. Capital Management

The Company manages its capital to maintain its ability to continue as a going concern and to provide returns to shareholders and benefits to other stakeholders. The capital structure of the Company consists of cash and equity, comprised of issued share capital.

The Company manages its capital structure and makes adjustments to it in light of economic conditions. The Company, upon approval from its Board of Directors, will balance its overall capital structure through new share issues or by undertaking other activities as deemed appropriate under the specific circumstances.

The Company is not subject to externally imposed capital requirements and the Company's overall strategy with respect to capital risk management remains the same for the years presented.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

8. Convertible Debentures

During the year ended December 31, 2018, the Company issued \$385,000 in convertible debentures to a group of arms-length lenders. The convertible debentures are non-interest bearing and are convertible into common shares of the Company at a conversion price of \$0.50 per common share.

On inception, the Company allocated the total proceeds received between the liability and equity components of the convertible debenture using the residual method, based on a discount rate of 18%, which is the estimated cost at which the Company could borrow similar debt without a conversion feature. The liability component with a fair value of \$328,983 on inception is measured at amortized cost and is accrued over the expected term to maturity using the effective interest method. The equity component with a fair value of \$56,017 on inception is presented as a component of shareholders' equity.

During the period ended December 31, 2017, the Company issued \$627,000 in convertible debentures to a group of arms-length lenders. The convertible debentures are non-interest bearing and are convertible into common shares of the Company at a conversion price of \$0.50 per common share.

On inception, the Company allocated the total proceeds received between the liability and equity components of the convertible debenture using the residual method, based on a discount rate of 18%, which is the estimated cost at which the Company could borrow similar debt without a conversion feature. The liability component with a fair value of \$530,874 on inception is measured at amortized cost and is accrued over the expected term to maturity using the effective interest method. The equity component with a fair value of \$96,126 on inception is presented as a component of shareholders' equity.

During the year ended December 31, 2018, the total convertible debentures outstanding of \$1,012,000 was converted into common shares of the Company.

A continuity of the liability portion of the convertible debentures is as follows:

| | | |
|--------------------------------------|----|-------------|
| Balance, December 5, 2017 | \$ | - |
| Issuance of convertible debentures | | 530,874 |
| Accretion expense | | 2,881 |
| Balance, December 31, 2017 | | 533,755 |
| Issuance of convertible debentures | | 328,983 |
| Accretion expense | | 139,938 |
| Settlement of convertible debentures | | (1,002,676) |
| Balance, December 31, 2018 | \$ | - |

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

9. Income Taxes

The tax effect (computed by applying the Canadian federal and provincial statutory rate) of the significant temporary differences, which comprise deferred income tax assets and liabilities, are as follows:

| | 2018 | | 2017 |
|--|--------------------|-----------|----------|
| Loss before income taxes | \$ (2,171,340) | \$ | (32,686) |
| Statutory income tax rate | 27.00% | | 27.00% |
| Expected income tax recovery | (586,262) | | (8,825) |
| Non-deductible recoveries and other | 442,626 | | - |
| Changes in unrecognized deductible temporary differences | 85,901 | | 778 |
| Convertible debentures and others | (40,301) | | - |
| Unused tax losses and tax offsets not recognized | 57,735 | | 8,047 |
| Total income tax recovery | \$ (40,301) | \$ | - |

The significant components of deferred income tax assets and liabilities are as follows:

| | 2018 | | 2017 |
|--|----------|--|-----------------|
| | \$ | | \$ |
| Deferred income tax assets | | | |
| Non-capital losses carried forward | - | | - |
| Deferred income tax liabilities | - | | (25,176) |
| Net deferred income tax asset (liabilities) | - | | (25,176) |

As at December 31, 2018, the Company has non-capital losses carried forward of approximately \$422,000 which are available to offset future years' taxable income and expires through to 2038.

| | \$ |
|------|-----------|
| 2037 | (30,000) |
| 2038 | (392,000) |
| | (422,000) |

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

10. Supplemental Disclosure of Cash Flow Information

| | 2018 | 2017 |
|---|--------------|------|
| Additional Information | | |
| Shares issued for convertible debenture on conversion | \$ 4,810,000 | \$ - |
| Finder's warrants issued | \$ 315,235 | \$ - |

11. Segmented Information

The Company currently has an investment in one company in the cannabis industry and operates in one geographic location, being Canada.

12. Subsequent Events

On January 15, 2019, the Company granted a total of 1,100,000 stock options to a consultant of the Company. 500,000 of these stock options vest on April 1, 2019. These stock options have an exercise price of \$1.00 per share and expire on January 15, 2024. The remaining 600,000 of these stock options vest on October 1, 2019. These stock options have an exercise price of \$2.50 per share and expire on January 15, 2024.

On April 29, 2019, the Company granted 500,000 stock options to a consultant of the Company. These stock options vest 25% on execution of the agreement, 25% on May 30, 2019, 25% on August 30, 2019 and the remaining 25% on December 30, 2019. These stock options have an exercise price of \$1.00 per share and expire on April 29, 2024.

On May 13, 2019, the Company entered into a non-binding letter of intent with an arm's length company to acquire greenhouse facilities and equipment in Illinois, United States.

PharmaCo Agreements

On January 4, 2019, MichiCann entered into a put/call option agreement (the "Put/Call Option Agreement") with PharmaCo and its shareholders ("PharmaCo Shareholders") pursuant to which the PharmaCo Shareholders granted MichiCann the call right to acquire 100% of the issued and outstanding shares of PharmaCo from the PharmaCo Shareholders, and MichiCann granted all of the PharmaCo Shareholders the put right to sell 100% of the issued and outstanding shares of PharmaCo to MichiCann, in exchange for the issuance of 37,000,000 MichiCann Shares in the aggregate (subject to standard anti-dilution protections) subject to all state and local regulatory approvals including the approval of the Medical Marihuana Licensing Board and/or the Bureau of Medical Marihuana Regulation ("BMMR") within the Department of Licensing and Regulatory Affairs ("LARA") in the State of Michigan.

On January 4, 2019, MichiCann entered into a debenture purchase agreement (the "Debenture Purchase Agreement") with PharmaCo ("OpCo") pursuant to which MichiCann agreed to purchase an up to US \$114,734,209 8% senior secured convertible debenture of PharmaCo (the "Opco Debenture"). The Opco Debenture has a maturity date of January 4, 2023 unless the Opco Debenture becomes due earlier.

The principal amount of Opco Debenture outstanding is convertible at any time on the earlier of the business day immediately preceding: (i) the Maturity Date; and (ii) the date that is 30 days after the holder received LARA's written approval of the Holder Application (application seeking permission to convert the Debenture and own the Conversion Shares). In such circumstances, the principal amount of the Opco Debenture is convertible into common shares of Opco at a conversion price equal to the then outstanding balance of the Opco Debenture divided by the total number of Opco Shares then outstanding.

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

12. Subsequent Events - *continued*

PharmaCo Agreements - continued

Notwithstanding the foregoing, the conversion of the Opco Debenture is subject to PharmaCo and MichiCann having obtained all required permits from governmental authorities in connection with MichiCann's ownership of Opco Shares, including, without limitation, all required cannabis licenses or related permits issued by LARA (but excluding any permit or other requirement which arises or may arise under any Excluded Law).

The Opco Debenture is secured against the assets of PharmaCo pursuant to a security agreement dated as January 4, 2019.

On January 4, 2019, MichiCann advanced USD \$21,320,758 as a first tranche under the Opco Debenture, (which, included \$5,700,400 in loans receivable by MichiCann pursuant to non-interest-bearing promissory notes) (Note 3).

On February 22, 2019, MichiCann advanced USD \$6,046,863 as a second tranche under the Opco Debenture.

On March 1, 2019, MichiCann advanced USD \$11,327,594 as a third tranche under the Opco Debenture.

Financings

On February 22, 2019, MichiCann issued 4,500,000 common shares pursuant to a non-brokered financing (second tranche) at a price of \$1.00 per MichiCann Share for aggregate proceeds of \$4,500,000.

On February 22, 2019, MichiCann issued 2,240,000 common shares pursuant to a new non-brokered financing at a price of \$2.50 per common share for aggregate proceeds of \$5,600,000.

On February 25, 2019, MichiCann issued \$15,000,000 principal amount of senior secured convertible debenture (the "Tidal Debenture") to Tidal. The Tidal Debenture becomes due and payable (the "Tidal Debenture Maturity Date") on the earlier of: (i) August 25, 2019 (subject to extension) and (ii) the date that all amounts owing under the Tidal Debenture become due and payable in accordance with the terms of the Tidal Debenture, including following an event of default.

The Tidal Debenture is convertible into MichiCann Shares in the event that the Proposed Transaction is not completed prior to the Tidal Debenture Maturity Date and MichiCann instead completes a "Change of Control" or a "Go Public Transaction" as such terms are defined in the Tidal Debenture. In such circumstances, the holder has the right to convert the Tidal Debenture at a price per MichiCann Share equal to the lesser of (i) \$2.50 per MichiCann Share; and (ii) a 20% discount to the issue price or effective price per MichiCann Share for any financing completed as part of or concurrently with the Go Public Transaction, if applicable, or the effective purchase price per MichiCann Share in the case of a Change of Control transaction. The Tidal Debenture is secured against the assets of MichiCann pursuant to a general security and pledge agreement dated February 25, 2019 (the "GSA and Pledge Agreement").

Michicann Medical Inc.

Notes to the financial statements

December 31, 2018 and 26-Day Period Ended December 31, 2017

(Expressed in Canadian dollars)

12. Subsequent Events - *continued*

Tidal Royalty Corp. Definitive Agreement

On May 8, 2019, the Company has executed a business combination agreement (the “Definitive Agreement”) with Tidal Royalty Corp. pursuant to which Tidal will acquire all of the issued and outstanding shares of the Company (the “Proposed Transaction”). Under the terms of the Definitive Agreement, all of the issued and outstanding common shares of MichiCann will be exchanged on the basis of 2.08 common shares of Tidal, for each one (1) MichiCann common share, subject to adjustment in certain circumstances as set out in the Definitive Agreement (the “Exchange Ratio”). Upon completion of the Proposed Transaction, and assuming no other issuances of securities by MichiCann, existing MichiCann and Tidal shareholders will own approximately 80% and 20% of the resulting company (the “Resulting Issuer”), respectively, on a fully diluted basis. All outstanding options and warrants to purchase MichiCann common shares will be replaced with options and warrants to purchase common shares of the Resulting Issuer in accordance with the Exchange Ratio.

The Proposed Transaction will be completed by way of a three-cornered amalgamation under the Business Corporations Act (Ontario), whereby 2690229 Ontario Inc., a wholly owned subsidiary of the Tidal (“Subco”) will amalgamate with the Company (the “Amalgamation”). The Proposed Transaction will constitute a “Fundamental Change” of the Company, as such term is defined in the policies of the Canadian Securities Exchange (the “CSE”) and as a result Tidal will be required to obtain the approval of the holders of its outstanding common shares, by simple majority, which it intends to obtain by way of written consent. The Amalgamation will also require the approval by 66 2/3 of the votes cast by shareholders of MichiCann at a special meeting of shareholders to be held on or before May 24, 2019.

Immediately prior to the completion of the Amalgamation, Tidal will (i) complete a share consolidation on an 8:1 basis (the “Consolidation”), (ii) the Company will change its name to “Red White & Bloom Inc.” or such other name.

Pursuant to the terms of the Definitive Agreement, the closing of the Proposed Transaction is subject to a number of conditions, including but not limited to (i) obtaining requisite shareholder approvals, (ii) the completion of the Consolidation, the Name Change and the Board Appointments, (iii) obtaining requisite regulatory approvals including the approval of the CSE for the Proposed Transaction and the listing of the common share of the Resulting Issuer, (iv) obtaining escrow agreements from the directors and officers of each of MichiCann and Tidal, and certain shareholders of each of MichiCann, its Michigan based investee and Tidal pursuant to which the escrowed shares would be subject to restrictions on transfer and other dealings and released in three equal tranches over a period of 18 months following the closing of the Proposed Transaction, and (vi) other closing conditions customary for transactions of this nature.

MichiCann Medical Inc.

Condensed Interim Financial Statements

For the Six Month Periods Ended June 30, 2019 and 2018

(Unaudited – Expressed in Canadian dollars)

MichiCann Medical Inc.

Condensed Interim Statements of Financial Position

(Unaudited)

(Expressed in Canadian dollars)

| | June 30, 2019 | December 31, 2018 (Audited) |
|---|-------------------|--------------------------------|
| | | |
| | | \$ |
| | | \$ |
| Assets | | |
| Current assets | | |
| Cash | 2,419,699 | 24,377,286 |
| Prepaid expenses (Note 9) | 3,176,371 | 50,000 |
| GST receivable | 79,639 | - |
| Loans receivable (Note 3) | - | 5,700,400 |
| Amount receivable (Notes 3 and 4) | 4,810,000 | 4,810,000 |
| | 10,485,709 | 34,937,686 |
| Non-current assets | | |
| Equipment (Note 10) | 10,713 | - |
| Prepaid expenses | 50,000 | - |
| Interest receivable (Note 6) | 1,831,633 | - |
| Loans receivable (Note 3) | 80,413,078 | - |
| | 82,305,424 | - |
| Total assets | 92,791,133 | 34,937,686 |
| Liabilities and shareholders' equity | | |
| Current liabilities | | |
| Accounts payable and accrued liabilities (Note 6) | 478,210 | 161,937 |
| Convertible debentures (Note 8) | 15,000,000 | - |
| Bridge financing (Note 9) | 36,422,647 | - |
| Total liabilities | 51,900,857 | 161,937 |
| Shareholders' equity | | |
| Share capital (Note 4) | 45,195,326 | 35,111,680 |
| Reserves (Note 4) | 4,378,524 | 1,952,794 |
| Subscriptions receivable (Note 4) | - | (125,000) |
| Deficit | (8,683,574) | (2,163,725) |
| Total shareholders' equity | 40,890,276 | 34,775,749 |
| Total liabilities and shareholders' equity | 92,791,133 | 34,937,686 |

Approved and authorized for issuance on behalf of the Board of Directors on August 28, 2019 by:

/s/Michael Marchese

Michael Marchese, Director

(The accompanying notes are an integral part of these condensed interim financial statements)

MichiCann Medical Inc.

Condensed Interim Statements of Comprehensive Loss

(Unaudited)

(Expressed in Canadian dollars)

| | Three months ended June 30, 2019 | Three months ended June 30, 2018 | Six months ended June 30, 2019 | Six months ended June 30, 2018 |
|---|--|--|--------------------------------------|--------------------------------------|
| | \$ | \$ | \$ | \$ |
| Expenses | | | | |
| Accretion expense (Note 8) | - | - | - | 36,525 |
| Commissions (Note 9) | 2,404,888 | - | 2,404,888 | - |
| Foreign exchange loss | 1,593,599 | - | 1,741,600 | - |
| General and administration | 1,203,601 | 5,835 | 1,637,946 | 117,761 |
| Marketing | 174,025 | - | 174,025 | - |
| Share-based compensation (Note 4) | 967,280 | - | 2,425,730 | - |
| Loss before other item | (6,343,393) | (5,835) | (8,384,189) | (154,286) |
| Interest income (Note 3) | 1,165,818 | - | 1,864,340 | - |
| Net loss and comprehensive loss for the period | (5,177,575) | (5,835) | (6,519,849) | (154,286) |
| Net loss per share, basic and diluted | (0.06) | (0.00) | (0.08) | (0.00) |
| Weighted average shares outstanding | 80,962,182 | 37,146,000 | 76,993,071 | 37,146,000 |

(The accompanying notes are an integral part of these condensed interim financial statements)

MichiCann Medical Inc.

Condensed Interim Statements of Changes in Equity
(Unaudited)
(Expressed in Canadian dollars)

| | Share capital | | Subscriptions receivable \$ | Reserves \$ | Convertible debentures – equity component \$ | Deficit \$ | Total shareholders' equity \$ |
|--|---------------------|-------------------|-----------------------------------|------------------|---|--------------------|--|
| | Number of shares | Amount \$ | | | | | |
| Balance, December 31, 2017 | 1 | 1 | - | - | 70,950 | (32,686) | 38,265 |
| Shares issued, net | 37,309,999 | 37 | - | - | - | - | 37 |
| Equity component of convertible debentures | - | - | - | - | 56,017 | - | 56,017 |
| Deferred income tax on equity components of convertible debentures | - | - | - | - | (15,125) | - | (15,125) |
| Net loss for the period | - | - | - | - | - | (154,286) | (154,286) |
| Balance, June 30, 2018 | 37,310,000 | 38 | - | - | 111,842 | (186,972) | (75,092) |
| Balance, December 31, 2018 | 74,222,182 | 35,111,680 | (125,000) | 1,952,794 | - | (2,163,725) | 34,775,749 |
| Shares issued, net | 6,740,000 | 10,083,646 | 125,000 | - | - | - | 10,208,646 |
| Share-based compensation | - | - | - | 2,425,730 | - | - | 2,425,730 |
| Net loss for the period | - | - | - | - | - | (6,519,849) | (6,519,849) |
| Balance, June 30, 2019 | 80,962,182 | 45,195,326 | - | 4,378,524 | - | (8,683,574) | 40,890,276 |

(The accompanying notes are an integral part of these condensed interim financial statements)

MichiCann Medical Inc.

Condensed Interim Statements of Cash Flows

(Unaudited)

(Expressed in Canadian dollars)

| | Six months ended June 30, 2019 | Six months ended June 30, 2018 |
|---|-----------------------------------|-----------------------------------|
| | \$ | \$ |
| Operating activities | | |
| Net loss for the period | (6,519,849) | (154,286) |
| Items not affecting cash: | | |
| Accretion expense | - | 36,525 |
| Foreign exchange loss | 1,741,625 | - |
| Share-based compensation | 2,425,730 | - |
| Accrued interest income | (1,864,340) | - |
| Changes in non-cash operating working capital: | | |
| Prepaid expenses | (3,176,371) | 283,836 |
| GST receivable | (79,639) | - |
| Accounts payable and accrued liabilities | 316,273 | (27,442) |
| Net cash used in operating activities | (7,156,571) | 138,633 |
| Investing activities | | |
| Purchase of equipment | (10,713) | - |
| Net cash used in investing activities | (10,713) | - |
| Financing activities | | |
| Issuance of share capital, net | 10,208,646 | 37 |
| Convertible debentures | 15,000,000 | - |
| Loan receivable | (76,083,912) | - |
| Bridge financing | 36,422,647 | - |
| Net cash provided by (used in) financing activities | (14,452,619) | 37 |
| Effect of exchange rate changes on the balances of cash held in foreign currencies | (337,684) | - |
| Increase (decrease) in cash | (21,957,587) | 138,670 |
| Cash, beginning of period | 24,377,286 | 326,721 |
| Cash, end of period | 2,419,699 | 465,391 |

Supplemental disclosure of cash flow information (Note 11)

(The accompanying notes are an integral part of these condensed interim financial statements)

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

1. Nature of Business and Continuance of Operations

MichiCann Medical Inc. (the “Company” or “MichiCann”) is a private cannabis investment company incorporated under the laws of Ontario on December 5, 2017. The Company’s head office and registered office is located at 8820 Jane Street, Concord, ON, L4K 2M9 Canada.

PharmaCo Inc. Agreements

On January 4, 2019, MichiCann entered into a put/call option agreement (the “Put/Call Option Agreement”) with PharmaCo Inc. (“PharmaCo”) and its shareholders (“PharmaCo Shareholders”) pursuant to which the PharmaCo Shareholders granted MichiCann the call right to acquire 100% of the issued and outstanding shares of PharmaCo from the PharmaCo Shareholders, and MichiCann granted all of the PharmaCo Shareholders the put right to sell 100% of the issued and outstanding shares of PharmaCo to MichiCann, in exchange for the issuance of 37,000,000 MichiCann Shares in the aggregate (subject to standard anti-dilution protections) subject to all state and local regulatory approvals including the approval of the Medical Marihuana Licensing Board and/or the Bureau of Medical Marihuana Regulation (“BMMR”) within the Department of Licensing and Regulatory Affairs (“LARA”) in the State of Michigan.

On January 4, 2019, MichiCann entered into a debenture purchase agreement (the “Debenture Purchase Agreement”) with PharmaCo (“OpCo”) pursuant to which MichiCann agreed to purchase an up to US \$114,734,209 8% senior secured convertible debenture of PharmaCo (the “Opco Debenture”). The Opco Debenture has a maturity date of January 4, 2023 unless the Opco Debenture becomes due earlier.

The principal amount and accrued interest of the Opco Debenture outstanding is convertible at any time on or prior to the earlier of the business day immediately preceding: (i) the Maturity Date; and (ii) the date that is 30 days after the holder received LARA’s written approval of the Holder Application (application seeking permission to convert the Debenture and own the Conversion Shares). In such circumstances, the principal amount of the Opco Debenture is convertible into common shares of Opco at a conversion price equal to the then outstanding balance of the Opco Debenture divided by the total number of Opco Shares then outstanding.

Notwithstanding the foregoing, the conversion of the Opco Debenture is subject to PharmaCo and MichiCann having obtained all required permits from governmental authorities in connection with MichiCann’s ownership of Opco Shares, including, without limitation, all required cannabis licenses or related permits issued by LARA (but excluding any permit or other requirement which arises or may arise under any Excluded Law).

As at June 30, 2019, the Company had not yet generated any revenue, has a working capital deficiency of \$41,415,148 (December 31, 2018 – working capital of \$34,775,749) and has accumulated losses of \$8,683,574 (December 31, 2018 - \$2,163,725) since inception. The Company’s ability to continue as a going concern is dependent upon its ability to generate future profitable operations, to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. These financial statements have been prepared under the assumption of a going concern, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. The Company estimates that it will have sufficient capital to continue operations for the upcoming year.

If the going concern assumption were not appropriate for these financial statements then adjustments would be necessary to the carrying values of assets and liabilities, the reported expenses and the statements of financial position classifications used. Such adjustments could be material.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

2. Significant Accounting Policies

In preparing these condensed interim financial statements, the significant accounting policies applied by management were the same as those that applied to the Company's audited financial statements for the year ended December 31, 2018, except for the adoption of IFRS 16, *Leases*, as described below.

(a) Statement of Compliance and Basis of Preparation

These condensed interim financial statements have been prepared in accordance with International Accounting Standard 34 – Interim Financial Reporting as issued by the International Accounting Standards Board ("IASB") using accounting principles consistent with International Financial Reporting Standards ("IFRS") as issued by the IASB. These condensed interim financial statements do not include all of the information required for full annual financial statements. These condensed interim financial statements should be read in conjunction with the annual financial statements for the year ended December 31, 2018.

These condensed interim financial statements have been prepared on a historical cost basis except for financial assets classified as fair value through profit or loss, which are measured at fair value. The financial statements are presented in Canadian dollars, which is the Company's functional currency.

These condensed interim financial statements were authorized for issue by the Board of Directors on August 28, 2019.

(b) Use of Estimates and Judgments

The preparation of the condensed interim financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, revenues and expenses. Actual results may differ from these estimates.

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Accounting estimates will, by definition, seldom equal the actual results. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future periods affected.

In preparing these condensed interim financial statements, management has made significant assumptions which are applied in determining the fair values of the amounts receivable, loans receivable and convertible debentures at the reporting date, including that the transaction with Tidal Royalty Corp. ("Tidal") will complete timely as described in Note 13 and that the Company will exercise its conversion rights pursuant to the Debenture Purchase Agreement during the current fiscal year. Should the assumptions be incorrect, it would result in a material adjustment to the carrying amount of certain assets and liabilities.

Other significant assumptions about the future and other sources of estimated uncertainty that management has made as at the statement of financial position date that could result in a material adjustment to the carrying amount of assets and liabilities in the event that actual results differ from assumptions made, related to, but are not limited to, the following:

Share-based Compensation

The inputs used for share-based compensation calculation. The Company provides compensation benefits to its consultants, directors and officers through a stock option plan. The fair value of each option award is estimated using the Black-Scholes Option Pricing Model which utilizes subjective assumptions such as expected price volatility and expected life of the option. Share-based compensation expense also utilizes subjective assumption on forfeiture rate. Changes in these input assumptions can significantly affect the fair value estimate.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

2. Significant Accounting Policies - continued

(b) Use of Estimates and Judgments - continued

Convertible Debentures

In accordance with the substance of the contractual arrangement, convertible debentures are compound financial instruments that are accounted for separately by their components: a financial liability and an equity instrument. The fair value of any derivative feature embedded in the compound financial instrument (other than the equity component, such as an equity conversion feature) is presented as a liability instrument. The identification of convertible debenture components is based on interpretations of the substance of the contractual arrangement and therefore requires judgment from management. The separation of the components affects the initial recognition of the convertible debenture at issuance and the subsequent recognition of interest on the liability component. The determination of the fair value of the liability component is also based on a number of assumptions, including contractual future cash flows, discount factors and the presence of any derivative financial instruments.

Deferred Income Taxes

The measurement of income taxes payable and deferred income tax assets and liabilities requires management to make judgments in the interpretation and application of the relevant tax laws. The actual amount of income taxes only becomes final upon filing and acceptance of the tax return by the relevant tax authorities, which occurs subsequent to the issuance of the financial statements.

Loans and Amounts Receivable

Management applies judgment in the assessment of the collectability of the loans and interest receivable from PharmaCo.

(c) Adoption of Accounting Standard

IFRS 16 Leases

The Company adopted IFRS 16 *Leases* (“IFRS 16”) effective January 1, 2019. This new standard sets out the principles for the recognition, measurement, presentation and disclosure of leases for both the lessee and the lessor. The new standard introduces a single lessee accounting model that requires the recognition of all assets and liabilities arising from a lease. The main features of the new standard are as follows:

- An entity identifies as a lease a contract that conveys the right to control the use of an identified asset for a period in exchange for consideration.
- A lessee recognizes an asset representing the right to use the leased asset, and a liability for its obligation to make lease payments. Exceptions are permitted for short-term leases and leases of low-value assets.
- A lease asset is initially measured at cost, and is then depreciated similarly to property, plant and equipment. A lease liability is initially measured at the present value of the unpaid lease payments.
- A lessee presents interest expense on a lease liability separately from depreciation of a lease asset in the statement of profit or loss and other comprehensive income.
- A lessor continues to classify its leases as operating leases or finance leases, and to account for them accordingly.
- A lessor provides enhanced disclosures about its risk exposure, particularly exposure to residual-value risk.

The new standard supersedes the requirements in IAS 17 *Leases*, IFRIC 4 *Determining whether an Arrangement contains a Lease*, SIC-15 *Operating Leases – Incentives* and SIC-27 *Evaluating the Substance of Transactions Involving the Legal Form of a Lease*.

The Company reviewed its current operations and noted no impact on the adoption of IFRS 16.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

3. Loans Receivable and Amount Receivable

During the year ended December 31, 2018, the Company advanced a series of funds, totalling \$5,700,400 (USD \$4,269,521), to PharmaCo, an arms-length party, in the form of a debenture. The debenture is non-interest bearing, unsecured and is due on demand. As at June 30, 2019, the advances totalling \$5,700,400 were transferred into the Opco Debenture, under the terms disclosed in Note 1, and are included in long-term loans receivable.

During the year ended December 31, 2018, the Company issued 4,810,000 common shares valued at \$1.00 per common share for a total of \$4,810,000 to a third-party, as consideration to settle amounts owed by PharmaCo to the third-party. The amount receivable due from PharmaCo to the Company of \$4,810,000 (December 31, 2018 - \$4,810,000) is non-interest bearing, unsecured and has no fixed terms of repayment.

During the period ended June 30, 2019, additional funds were advanced under the Opco Debenture for a total of \$82,244,711 (USD \$62,845,649) outstanding at June 30, 2019. This amount includes the \$5,700,400 noted above and \$1,831,633 (USD \$1,400,654) of accrued interest. The Opco Debenture bears interest at 8% and has a maturity date of January 4, 2023 as disclosed in Note 1.

4. Share Capital

Authorized:

Unlimited number of common shares without par value.

Issued:

On January 2, 2018, the Company issued 37,309,999 founder common shares for gross proceeds of \$37.

On November 21, 2018, the Company issued an aggregate of \$1,012,000 principal amount of unsecured convertible debentures (the "Unsecured Debentures") convertible into one common share of the Company at a price of \$0.50 per common share. All Unsecured Debentures were converted into an aggregate of 2,024,000 common shares of the Company on November 21, 2018 (Note 8).

On December 19, 2018, the Company issued 30,078,182 common shares pursuant to a non-brokered financing (first tranche) at a price of \$1.00 for aggregate gross proceeds of \$30,078,182. The Company paid share issuance costs of \$470,340 as finder fees. Subsequent to December 31, 2018, \$125,000 in subscriptions receivable was received.

On December 19, 2018, the Company completed the issuance of 4,810,000 common shares to settle certain debts of PharmaCo at a price of \$1.00 per common share for a total of \$4,810,000. The shares were issued to settle amounts owed by PharmaCo to a third-party company (Note 3).

On February 22, 2019, the Company issued 4,500,000 common shares pursuant to a non-brokered financing (second tranche) at a price of \$1.00 per common share for aggregate proceeds of \$4,500,000. The Company paid share issuance costs of \$7,286.

On February 22, 2019, the Company issued 2,240,000 common shares pursuant to a non-brokered financing at a price of \$2.50 per common share for aggregate proceeds of \$5,600,000. The Company paid share issuance costs of \$9,068.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

4. Share Capital - continued

Warrants:

During the year ended December 31, 2018, the Company issued 595,340 finders' warrants with an exercise price of \$1.00 per common share of the Company for a period of two years.

Warrant transactions and the number of warrants outstanding are summarized as follows:

| | Number of Warrants | Weighted Average Exercise Price |
|------------------------------|--------------------|---------------------------------|
| Balance at December 31, 2017 | - | \$ - |
| Issued | 595,430 | 1.00 |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at December 31, 2018 | 595,430 | \$ 1.00 |
| Issued | - | - |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at June 30, 2019 | 595,430 | \$ 1.00 |

The following warrants were outstanding at June 30, 2019:

| Issue Date | Expiry Date | Exercise Price | Number of Warrants Outstanding | Number of Warrants Exercisable |
|-------------------|-------------------|----------------|--------------------------------|--------------------------------|
| December 19, 2018 | December 19, 2020 | \$ 1.00 | 595,340 | 595,340 |
| | | | 595,340 | 595,340 |

Options:

On October 1, 2018, the Company granted 2,000,000 stock options to a consultant and an officer of the Company. These stock options vest 12.5% on January 1, 2019, 12.5% on April 1, 2019, 12.5% on July 1, 2019, 12.5% on October 1, 2019, 12.5% on January 1, 2020, 12.5% on April 1, 2020, 12.5% on July 1, 2020 and the remaining 12.5% on October 1, 2020. These stock options have an exercise price of \$0.50 per share and expire on October 1, 2023.

On October 1, 2018, the Company granted 2,500,000 stock options to consultants of the Company. These stock options vest 25% on January 1, 2019, 25% on April 1, 2019, 25% on July 1, 2019, 25% on October 1, 2019. These stock options have an exercise price of \$0.50 per share and expire on October 1, 2023.

On January 15, 2019, the Company granted a total of 1,100,000 stock options to a consultant of the Company. 500,000 of these stock options vest on April 1, 2019. These stock options have an exercise price of \$1.00 per share and expire on January 15, 2024. The remaining 600,000 of these stock options vest on October 1, 2019. These stock options have an exercise price of \$2.50 per share and expire on January 15, 2024.

On February 1, 2019, the Company granted 400,000 stock options to a consultant of the Company. These stock options vest 12.5% on October 1, 2019, 12.5% on January 1, 2020, 12.5% on April 1, 2020, 12.5% on July 1, 2020, 12.5% on October 1, 2020, 12.5% on January 1, 2021, 12.5% on April 1, 2021 and the remaining 12.5% on July 1, 2021. These stock options have an exercise price of \$1.00 per share and expire on February 1, 2024.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

4. Share Capital - continued

On April 29, 2019, the Company granted 500,000 stock options to a consultant of the Company. These options vest 25% on April 29, 2019, 25% on May 30, 2019, 25% on August 30, 2019, and 25% on December 30, 2019. These stock options have an exercise price of \$1.00 and expire on April 29, 2024.

The options granted during the period ended June 30, 2019 have a fair value of \$2,425,730 (2018 - \$nil) estimated using the Black-Scholes options pricing model with the following weighted average assumptions:

| | |
|--------------------------|---------|
| Risk-free interest rate | 1.55% |
| Expected term (in years) | 5.00 |
| Estimated dividend yield | 0% |
| Estimated volatility | 100.00% |

During the period ended June 30, 2019, the Company recognized \$2,425,730 (2018 - \$nil) in share-based compensation under graded vesting.

Options transactions and the number of options outstanding are summarized as follows:

| | Number of Stock Options | Weighted Average Exercise Price |
|------------------------------|----------------------------|------------------------------------|
| Balance at December 31, 2017 | - | \$ - |
| Granted | 4,500,000 | 0.50 |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at December 31, 2018 | 4,500,000 | \$ 0.50 |
| Granted | 2,000,000 | 1.60 |
| Exercised | - | - |
| Cancelled | - | - |
| Balance at June 30, 2019 | 6,500,000 | \$ 0.78 |

The following options were outstanding at June 30, 2019:

| Grant Date | Expiry Date | Exercise Price | Number of Options Outstanding | Number of Options Exercisable |
|------------------|------------------|-------------------|-------------------------------------|-------------------------------------|
| October 1, 2018 | October 1, 2023 | \$ 0.50 | 4,500,000 | 1,750,000 |
| January 15, 2019 | January 15, 2024 | \$ 1.00 | 500,000 | 500,000 |
| January 15, 2019 | January 15, 2024 | \$ 2.50 | 600,000 | - |
| February 1, 2019 | February 1, 2024 | \$ 1.00 | 400,000 | - |
| April 29, 2019 | April 29, 2024 | \$ 1.00 | 500,000 | 250,000 |
| | | | 6,500,000 | 2,500,000 |

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

5. Financial Instruments and Risks

(a) Fair Value

Assets and liabilities measured at fair value on a recurring basis were presented on the Company's statement of financial position as of June 30, 2019 and December 31, 2018 as follows:

| | Fair Value Measurements Using | | | Balance \$ |
|---|---|---|--|-------------------|
| | Quoted prices in active markets for identical instruments (Level 1) \$ | Significant other observable inputs (Level 2) \$ | Significant unobservable inputs (Level 3) \$ | |
| June 30, 2019 | | | | |
| Cash | 2,419,699 | - | - | 2,419,699 |
| Loans receivable | 80,413,078 | - | - | 80,413,078 |
| Amount receivable | 4,810,000 | - | - | 4,810,000 |
| Total | 87,642,777 | - | - | 87,642,777 |
| <hr/> | | | | |
| Accounts payable and accrued liabilities | 478,210 | - | - | 478,210 |
| Convertible debentures | 15,000,000 | - | - | 15,000,000 |
| Bridge financing | 36,422,647 | - | - | 36,422,647 |
| Total | 51,900,857 | - | - | 51,900,857 |
| <hr/> | | | | |
| December 31, 2018 | | | | |
| Cash | 24,377,286 | - | - | 24,377,286 |
| Loan receivable | 5,700,400 | - | - | 5,700,400 |
| Amount receivable | 4,810,000 | - | - | 4,810,000 |
| Total | 34,887,686 | - | - | 34,887,686 |
| <hr/> | | | | |
| Accounts payable and accrued liabilities | 161,937 | - | - | 161,937 |
| Total | 161,937 | - | - | 161,937 |

The fair values of other financial instruments, which include accounts payable and accrued liabilities, loans receivable and amounts receivable, approximate their carrying values due to the relatively short-term maturity of these instruments.

(b) Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, loans receivable and amounts receivable. The Company limits its exposure to credit loss by placing its cash with high credit quality financial institutions. Deposits held with these institutions may exceed the amount of insurance provided on such deposits. The Company is exposed to significant credit risk on its loans receivable and amounts receivable. The carrying amount of financial assets represents the maximum credit exposure.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

5. Financial Instruments and Risks - continued

(c) Foreign Exchange Rate

The Company has cash and loans receivable denominated in US dollars and, as a consequence, the financial results of the Company's operations as reported in Canadian dollars are subject to changes in the value of the Canadian dollar relative to the US dollar. Therefore, exchange rate movements in the US dollar can have a significant impact on the Company's operating results due to the translation of monetary assets.

At June 30, 2019, a 4% strengthening (weakening) of the Canadian dollar against the US dollar would have increased (decreased) the Company's net loss before taxes by approximately \$3,309,000 (December 31, 2018 - 10%, \$125,000) for the six-month period ended June 30, 2019.

(d) Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. Interest earned on cash and cash equivalents is at nominal interest rates, and therefore the Company does not consider interest rate risk to be significant.

As at June 30, 2019, the interest rate on loans receivable and convertible debentures is fixed based on the contracts in place. As such, the Company is exposed to interest rate risk to the extent of these financial assets and liabilities.

(e) Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company manages its liquidity risk by forecasting cash flows from operations and anticipated investing and financing activities.

As at June 30, 2019, the Company had a cash balance of \$2,419,699 (December 31, 2018 - \$24,377,286) available to apply against short-term business requirements and current liabilities of \$51,900,857 (December 31, 2018 - \$161,937). All of the liabilities presented as accounts payable and accrued liabilities are due within 90 days of June 30, 2019.

6. Related Party Transactions

The following is a summary of related party transactions that occurred during the period ended June 30, 2019:

- (a) Included in accounts payable and accrued liabilities is \$147,750 (December 31, 2018 - \$6,250) payable to a director of the Company. Amounts due to related parties have no stated terms of interest and/or repayment.
- (b) Included in prepaid expenses is \$81,000 (December 31, 2018 - \$nil) prepaid to a company owned by a director of the Company.
- (c) Key management personnel include the directors and officers of the Company. Key management compensation consists of the following:

| | June 30, 2019 | June 30, 2018 |
|--|------------------|------------------|
| | \$ | \$ |
| Consulting fees paid or accrued to a company controlled by the director of the Company | 27,000 | 18,750 |
| Share-based compensation | 301,745 | - |

There were no post-employment benefits, termination benefits or other long-term benefits paid to key management personnel for the periods ended June 30, 2019 and 2018.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

7. Capital Management

The Company manages its capital to maintain its ability to continue as a going concern and to provide returns to shareholders and benefits to other stakeholders. The capital structure of the Company consists of cash, convertible debentures and equity, comprised of issued share capital.

The Company manages its capital structure and makes adjustments to it in light of economic conditions. The Company, upon approval from its Board of Directors, will balance its overall capital structure through new share issues or by undertaking other activities as deemed appropriate under the specific circumstances.

The Company is not subject to externally imposed capital requirements and the Company's overall strategy with respect to capital risk management remains the same for the periods presented.

8. Convertible Debentures

During the period ended December 31, 2017, the Company issued \$627,000 in convertible debentures to a group of arms-length lenders. The convertible debentures were non-interest bearing and are convertible into common shares of the Company at a conversion price of \$0.50 per common share.

On issuance, the Company allocated the total proceeds received between the liability and equity components of the convertible debenture using the residual method, based on a discount rate of 18%, which is the estimated cost at which the Company could borrow similar debt without a conversion feature. The liability component with a fair value of \$530,874 on inception is measured at amortized cost and is accrued over the expected term to maturity using the effective interest method. The equity component with a fair value of \$96,126 on inception is presented as a component of shareholders' equity and is offset by the deferred income tax recovery of \$25,176.

During the year ended December 31, 2018, the Company issued additional convertible debentures totaling \$385,000 to a group of arms-length lenders. The convertible debentures were non-interest bearing and are convertible into common shares of the Company at a conversion price of \$0.50 per common share.

On inception, the Company allocated the total proceeds received between the liability and equity components of the convertible debenture using the residual method, based on a discount rate of 18%, which is the estimated cost at which the Company could borrow similar debt without a conversion feature. The liability component with a fair value of \$328,983 on inception is measured at amortized cost and is accrued over the expected term to maturity using the effective interest method. The equity component with a fair value of \$56,017 on inception is presented as a component of shareholders' equity.

During the year ended December 31, 2018, the total convertible debentures outstanding of \$1,012,000 were converted into common shares of the Company.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

8. Convertible Debentures - continued

Tidal Royalty Corp. Debenture

During the period ended June 30, 2019, the Company issued a \$15,000,000 senior secured convertible debenture (the “Tidal Debenture”) to Tidal. The Tidal Debenture becomes due and payable (the “Tidal Debenture Maturity Date”) on the earlier of: (i) August 25, 2019 (subject to extension) and (ii) the date that all amounts owing under the Tidal Debenture become due and payable in accordance with the terms of the Tidal Debenture, including following an event of default. In the event of a default, the Tidal Debenture will bear interest at 12% per annum.

Subsequent to the six-month period ended June 30, 2019, the Company signed an amendment to this agreement, extending the maturity date of the Tidal Debenture to September 30, 2019.

The Tidal Debenture is convertible into common shares of the Company in the event that the Proposed Transaction, as described in Note 13 with Tidal is not completed prior to the Tidal Debenture Maturity Date and the Company instead completes a “Change of Control” or a “Go Public Transaction” as such terms are defined in the Tidal Debenture. In such circumstances, Tidal has the right to convert the Tidal Debenture into common shares of the Company at a price equal to the lesser of (i) \$2.50; and (ii) a 20% discount to the issue price or effective price for any financing completed as part of or concurrently with the Go Public Transaction, if applicable, or the effective purchase price per common share of the Company in the case of a Change of Control transaction. The Tidal Debenture is secured against the assets of the Company pursuant to a general security and pledge agreement dated February 25, 2019 (the “GSA and Pledge Agreement”).

The Company may repay the Tidal Debenture prior to the Tidal Debenture Maturity Date at a price equal to 110% of the principal amount and any accrued interest without the prior written consent of Tidal if (i) the Proposed Transaction with Tidal is not capable of being completed prior to October 25, 2019; and (ii) both the Company and Tidal have acted in good faith and have used all commercially reasonable efforts to complete the Proposed Transaction.

On issuance, the Company determined that the conversion feature met the definition of a derivative liability and elected to measure the entire Tidal Debenture at fair value through profit or loss. This derivative liability component was determined to have a value of \$nil as at June 30, 2019.

A continuity of the liability portion of the convertible debentures is as follows:

| | | |
|--------------------------------------|----|-------------|
| Balance, December 31, 2017 | \$ | \$533,755 |
| Issuance of convertible debentures | | 328,983 |
| Accretion expense | | 139,938 |
| Settlement of convertible debentures | | (1,002,676) |
| Balance, December 31, 2018 | \$ | - |
| Issuance of convertible debentures | | 15,000,000 |
| Balance, June 30, 2019 | \$ | 15,000,000 |

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

9. Bridging Finance Inc. Credit Facility

On June 4, 2019, Bridging Finance Inc. (the “Lender”) entered into a credit agreement (the “Credit Agreement”) with the Company and PharmaCo Inc. (“PharmaCo”) (collectively, the “Borrowers”) pursuant to which the Lender established a non-revolving credit facility (the “Facility”) for the Borrowers in a maximum principal amount of \$36,374,400 (the “Facility Limit”). The purpose of the Facility is so that the Borrowers can purchase certain real estate and business assets in the state of Michigan, to make additional permitted acquisitions and for general corporate and operating purposes.

The obligations under the Facility are due and payable on the earlier of: (a) the termination date (being January 4, 2020); and (b) the acceleration date (being the earlier of the date of an insolvency event or that a demand notice is delivered pursuant to the terms of the Credit Agreement).

In respect of the advance made by the Lender to the Borrowers under the Facility, the Borrowers agreed to pay the Lender:

- a) Interest at the prime rate plus 10.55% per annum calculated and compounded monthly, payable monthly in arrears on the last day of each month; and
- b) A work fee equal to \$909,360 (the “Work Fee”).

The obligations under the Facility are secured by general security agreements on each Borrower, mortgages on certain owned real property of PharmaCo among other security obligations.

As the funds under the Facility (net of the Work Fee, commissions and other transaction expenses of the Lender) were advanced by the Lender directly to MichiCann, MichiCann in turn advanced the funds (net of MichiCann’s transaction expenses) to PharmaCo pursuant to a Promissory Note (the “Promissory Note”) issued by PharmaCo to MichiCann in the principal amount of \$30,648,516 (the “Principal”). The Principal is due and payable in full on January 2, 2020 (the “Maturity Date”). PharmaCo may prepay the Principal in full in whole prior to the Maturity Date. Any amounts payable by PharmaCo or MichiCann to the Lender under the Facility will reduce the amount of PharmaCo’s obligations to MichiCann on a dollar for dollar basis under the Promissory Note.

The Company paid financing fees related to the Facility of \$2,404,889 which has been included as commission expenses for the six-months period ended June 30, 2019. The Company also deducted a debt service reserve of \$3,323,524 from the total principal amount which serves to pay the interest on the Facility as it is incurred. This amount has been included in prepaid expenses with \$390,153 deducted from the reserve for interest expense for the six-month period ended June 30, 2019.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

10. Equipment

| | Computer Hardware |
|---------------------------------|------------------------------|
| COST | |
| Balance, 2018 | \$ - |
| Additions | 10,713 |
| Balance, June 30, 2019 | 10,713 |
| ACCUMULATED AMORTIZATION | |
| Balance, 2018 | \$ - |
| Charge for year | - |
| Balance, June 30, 2019 | - |
| CARRYING VALUE | |
| December 31, 2018 | \$ - |
| June 30, 2019 | \$ 10,713 |

The equipment was not available for use during the six-month period ended June 30, 2019 resulting in no amortization to be recorded during the period.

11. Supplemental Disclosure of Cash Flow Information

| | 2019 | 2018 |
|---|-------------|--------------|
| Additional Information | | |
| Shares issued for convertible debenture on conversion | \$ - | \$ 4,810,000 |

12. Segmented Information

The Company currently has an investment in one company in the cannabis industry and operates in one geographic location, being Canada.

MichiCann Medical Inc.

Notes to the condensed interim financial statements
For the six months ended June 30, 2019 and 2018
(Unaudited – Expressed in Canadian dollars)

13. Proposed Transaction

On May 8, 2019, the Company executed a business combination agreement (the “Definitive Agreement”) with Tidal pursuant to which Tidal will acquire all of the issued and outstanding shares of the Company (the “Proposed Transaction”). Under the terms of the Definitive Agreement, all of the issued and outstanding common shares of MichiCann will be exchanged on the basis of 2.08 common shares of Tidal, for each one (1) MichiCann common share, subject to adjustment in certain circumstances as set out in the Definitive Agreement (the “Exchange Ratio”). Upon completion of the Proposed Transaction, and assuming no other issuances of securities by MichiCann, existing MichiCann and Tidal shareholders will own approximately 80% and 20% of the resulting company (the “Resulting Issuer”), respectively, on a fully diluted basis. All outstanding options and warrants to purchase MichiCann common shares will be replaced with options and warrants to purchase common shares of the Resulting Issuer in accordance with the Exchange Ratio.

The Proposed Transaction will be completed by way of a three-cornered amalgamation under the Business Corporations Act (Ontario), whereby 2690229 Ontario Inc., a wholly owned subsidiary of Tidal (“Subco”) will amalgamate with the Company (the “Amalgamation”). The Proposed Transaction will constitute a “Fundamental Change” of the Company, as such term is defined in the policies of the Canadian Securities Exchange (the “CSE”) and as a result Tidal will be required to obtain the approval of the holders of its outstanding common shares, by simple majority, which it intends to obtain by way of written consent.

Immediately prior to the completion of the Amalgamation, Tidal will (i) complete a share consolidation on an 8:1 basis (the “Consolidation”), (ii) the Company will change its name to “Red White & Bloom Inc.” or such other name.

Pursuant to the terms of the Definitive Agreement, the closing of the Proposed Transaction is subject to a number of conditions, including but not limited to (i) obtaining requisite shareholder approvals, (ii) the completion of the Consolidation, the Name Change and the Board Appointments, (iii) obtaining requisite regulatory approvals including the approval of the CSE for the Proposed Transaction and the listing of the common share of the Resulting Issuer, (iv) obtaining escrow agreements from the directors and officers of each of MichiCann and Tidal, and certain shareholders of each of MichiCann, its Michigan based investee and Tidal pursuant to which the escrowed shares would be subject to restrictions on transfer and other dealings and released in three equal tranches over a period of 18 months following the closing of the Proposed Transaction, and (vi) other closing conditions customary for transactions of this nature.

Subsequent to the six-months period ended June 30, 2019, the Company amended this agreement, extending the completion deadline to September 30, 2019.

Schedule 10.1(g)

Specific Indemnity Items

1. All assets, Liabilities, operations and business retained by and assigned to (or intended to be retained by and assigned to) RetainCo as contemplated by the Pre-Closing Restructuring Transactions and any and all Liabilities related to, or arising out of, the Pre-Closing Restructuring Transactions.
2. All Liabilities of Sellers and their Affiliates (other than the Company).
3. All Liabilities (including the cost and expense of remediation, as provided in Section 6.11 of the Agreement) related to, or arising out of, the previously removed underground storage tank that is the subject of the open LUST file identified as Leaking UST Incident No. 941345, including, without limitation, the IL EPA Violation.
4. Liabilities related to correcting the violations cited in that Notice of Violation (UST) issued on September 17, 2019 by the Office of the Illinois State Fire Marshal.

Net Working Capital Schedule
(as of 8/31/2019)

Assets:

Trade Receivables: \$76,952.93

Other (hardwood recycling): \$10,526.93

Total: \$87,479.86

Liabilities:

Accounts Payable: \$402,338.86

Net adjustment as of 8/31/19: (\$314,859)