

United States Bankruptcy Court  
Western District of Michigan  
One Division Ave., N.  
Room 200  
Grand Rapids, MI 49503

**IN RE:** Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address):

**Cherry Growers, Inc.**  
PO Box 90  
Grawn, MI 49637  
Tax ID: 38-0416406

Debtor

**Case Number 17-04127-swd**

**Chapter 11**

**Honorable Scott W. Dales**

**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

**DEBTOR'S CORRECTED MOTION FOR AN ORDER (A) AUTHORIZING PROCEDURES FOR THE SALE OF THE GRAWN FACILITY AND LIMITED MACHINERY AND EQUIPMENT OF THE DEBTOR FREE AND CLEAR OF LIENS, (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES, AND (C) GRANTING RELATED RELIEF**

Please take notice that the above-referenced motion has been filed with the Bankruptcy Court. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

If you want the court to consider your view on this matter, attend the hearing scheduled for May 24, 2018 at 10:00 AM at the United States Bankruptcy Court, One Division Ave., N., 2nd Floor, Courtroom A, Grand Rapids, MI 49503.

You or your attorney may wish to file a response explaining your position. Such response should be **received** at least five business days prior to the scheduled hearing. A copy should also be served upon the party who has filed the motion and to his/her attorney.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.



DANIEL M. LAVILLE  
CLERK OF BANKRUPTCY COURT

**Dated:** April 13, 2018

/S/ \_\_\_\_\_  
Kathy Trapp  
Deputy Clerk

Notice returned to Perry G. Pastula, Esq. for appropriate service: (4/13/18-kmt )

NOTICE IS HEREBY GIVEN that the court may, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the new hearing date. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site ([www.miw.uscourts.gov](http://www.miw.uscourts.gov)) provided the person has a PACER login and password, or by visiting the Clerk's Office of the United States Bankruptcy Court located at One Division Avenue North, 2nd Floor, Grand Rapids, Michigan 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web

site at <http://pacer.psc.uscourts.gov>.

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

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In Re:

Case No. 17-04127

CHERRY GROWERS, INC.

Chapter 11; Filed 8/31/17

Debtor.

Hon. Scott W. Dales

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**DEBTOR'S CORRECTED<sup>1</sup> MOTION  
FOR AN ORDER (A) AUTHORIZING PROCEDURES  
FOR THE SALE OF THE GRAWN FACILITY AND LIMITED  
MACHINERY AND EQUIPMENT OF THE DEBTOR FREE AND  
CLEAR OF LIENS, (B) AUTHORIZING THE ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES,  
AND (C) GRANTING RELATED RELIEF**

The above-captioned Debtor hereby files this corrected motion (the "Motion") pursuant to Sections 363 and 365 of Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101, et seq. (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), requesting (I) an order approving procedures for the sale of its Grawn facility, consisting of 468.11 acres and 327,029 square feet of buildings, together with a limited portion of machinery and equipment (the "Grawn Facility"), and (II) an order authorizing the sale of the Grawn Facility, free and clear of liens, claims, interests, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, subject to final Court order, (III) authorizing the assumption and assignment of executory contracts and leases, and (IV) granting further related relief to all of the foregoing. The Grawn Facility and the machinery and

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<sup>1</sup> This corrected motion is filed to reflect the change to Paragraph 39 to show the auction will occur on May 24, 2018 and not May 23, 2018 as stated in the original motion. Also, original Footnote 1 has been re-numbered as Footnote 2.

equipment included in this Motion are specifically identified in **Exhibit A** and **Exhibit D** attached hereto and incorporated by reference.

## **BACKGROUND**

### **A. The Chapter 11 Filing**

1. On August 31, 2017 (the "Petition Date"), the Debtor commenced its reorganization case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330, *et seq.* (the "Bankruptcy Code").

2. The Debtor is continuing in possession of its property and is operating and managing its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. Materne North America Corp. ("Materne"), is the proposed stalking horse bidder. Materne's opening bid is \$8 million, subject to higher and better bids.

4. Debtor now files this Motion in order to provide clear procedures for bidding and completing such a 363 Sale.

5. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

6. The statutory predicates for the relief requested herein are sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

### **B. Background and Business Operations**

7. The Debtor operates a for-profit business organized and incorporated as a cooperative corporation under Michigan law. The Debtor was incorporated in May, 1939. The Debtor prospered and became a major packer of both cherries and apples. In the mid-1960's the



Debtor built the Grawn plant in addition to its plants in Bailey, Michigan and Hartford, Michigan. Unfortunately, this rapid expansion led to financial distress which caused members to sell the physical assets of the company in July, 1968 to the Duffy-Mott Corporation. The Debtor became a supply cooperative, supplying raw product to Duffy-Mott. In May, 1972 the Debtor negotiated a repurchase of the Grawn plant from Duffy-Mott when Duffy-Mott announced it would no longer purchase raw product and process fruit in Michigan. From the late 1970's through the early 1990's, the Debtor acquired and sold various other satellite plants to support the fruit growers throughout the lower peninsula of Michigan. In May, 1990, the Debtor purchased its current plant #2 located in southern Leelanau County. The Leelanau County plant #2 receives cherries and apples seasonally and stores frozen finished products in its freezer, and raw product in its controlled atmosphere rooms and coolers. Since 2011, CGI has been supporting the production of applesauce by Materne (as described further below) into single-serve, resealable pouches under an exclusive agreement with Materne.

8. As indicated above, the Debtor currently operates from two facilities. Plant #1 being the Grawn Facility consisting of approximately 468.11 acres of land and buildings totaling 327,029 square feet. Plant #2 being the Traverse City plant is its freezer plant to freeze and store finished fruit products. Plant #2 consists of 34.94 acres and 31,820 square feet of building space.

9. In 2012, the Debtor entered into a Supply Agreement with Materne North America (as amended, the "Materne Supply Agreement") and financed the construction of two buildings consisting of approximately 69,740 square feet on 3.9 acres of the Grawn Facility in which Materne manufactures its applesauce pouch business operation. The aforementioned Supply Agreement is not a lease and on the contrary, required the Debtor to supply raw product (apples, storage, utilities, and workforce) over a 15 year term with four (4) year renewable options.

10. In order to finance the construction of the Materne facility located on the Grawn property of the Debtor, the Debtor and its related parties entered into a very complex financing transaction incorporating New Market Tax Credits. Affiliate entities were created (CGI Services, LLC which owned the building and several pieces of machinery and equipment for use by Materne in its production operations under the Supply Agreement) and CGI Processing, LLC which manages CGI Services and provided certain capital (as below). The New Market Tax Credit structure generated approximately \$11 million of new capital for the construction of the Materne facility. The New Market Tax Credit structure lenders, including Huntington National Bank to the extent of \$3 million, US Bank via Stonehenge Capital for \$7 million, and approximately \$1 million of new investor equity from CGI Processing, LLC was the funding source for the Materne facility construction. The Debtor entered into a land lease to lease the land to CGI Services, LLC who constructed and owns this additional building, who in turn leases it back to CGI under a long term lease. The New Market Tax Credit structure as indicated, is a highly complex transaction. The vast documents that identify the New Market Tax Credit structure have been delivered to the U.S. Trustee and the Official of Unsecured Creditors (the "Committee") who have been fully informed on the New Market Tax Credit transaction.

**C. Pre-petition Debt and Capital Structure**

11. To facilitate the Materne Supply Agreement in 2012 and to provide for general working capital, the Debtor obtained four loans from Huntington National Bank, together with its participant, the Michigan Economic Development Corporation. In addition, Huntington National Bank funded a \$3 million loan to the Debtor as a part of the New Market Tax Credit structure identified in paragraph 10 above. In addition, the equity funding members of CGI Processing, LLC contributed \$1,018,020. As of the Petition Date, the amount owing to Huntington National

Bank is approximately \$8.1 million. Furthermore, the Debtor granted liens in favor of Huntington National Bank in all of its real estate, its machinery and equipment, and a pledge of the leverage loan documents executed in connection with the New Market Tax Credit transaction. Huntington National Bank originally indicated it would agree to accept \$6,800,000 of the sale proceeds in satisfaction of all of its claims, together with a 50% sharing of the gross proceeds of the Debtor's liquidation in excess of \$9.7 million pursuant to the attached **Exhibit B**. In March of 2018, Huntington National Bank withdrew this offer.

12. Additionally, the Debtor, as borrower, is indebted to Cherry Central Cooperative, Inc. and CherrCo/Wells Fargo Bank per notes and security agreements granting liens on specific equipment as to Cherry Central and on fruit inventory and/or intangible assets. None of the assets which secure Cherry Central or CherrCo are included in the assets being sold pursuant to this Motion.

13. Certain creditors have and may assert claims against the Debtor's assets pursuant to the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a, *et seq.* ("PACA"). These include Farm Fresh First, LLC which asserts that it is owed \$337,159.18, and Sunfair Marketing, which asserts it is owed \$462,824.92. The Debtor believes that these are the only two creditors asserting a claim to the Debtor's assets under PACA. The interest of the PACA claimants will be adequately protected by having their claim attaching to the proceeds of the sale, which will be well in excess of the amount of any PACA claims to the Debtor's assets under PACA.<sup>2</sup>

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<sup>2</sup> Although the Debtor does not believe that any other creditors will assert PACA claims, in an effort to determine the universe of the PACA claims, the Debtor has commenced an adversary proceeding against any and all parties who have delivered agricultural products to the Debtor and other creditors claiming an interest in the Debtor's assets as Adversary Proceeding Case No. 18-80053.

**D. Events Leading to a Chapter 11 Filing and Negotiation of Sale Agreement**

14. The Debtor's sales have been in a steady decline since 2014, with the most significant decline occurring during the 2012 crop year. Various factors have impacted the Debtor's business operations including market programs, centralized selling efforts, and increases in worldwide supply. These items have enhanced imports of cherries into the United States, and have affected the Debtor's competitive advantage such that its attraction as a cooperative for tart cherry growers has been minimized. The most acute event occurred in the 2012 cherry and apple crop failures in Michigan. Northwest Michigan produced just 2.5 million pounds of tart cherries that year compared to a three year average (2009 through 2011) of 117 million pounds. Apples were also severely impacted and Michigan reported production in 2012 of 2.7 million bushels versus the prior three year average production in the State of Michigan of 18.25 million bushels. The decimation of the apple crop was particularly harmful to the Debtor who had only one year earlier, entered into a long term supply agreement for fresh apples at a fixed price with Materne. At the time, the agreement called for the Debtor to source for Materne, 44 million pounds of apples. As a result, the Debtor purchased millions of pounds of fresh apples from available suppliers in the western United States for as much as 25¢ per pound over the contracted agreed price to Materne of 9¢ per pound for that year. While the Materne Supply Agreement was amended prior to the next crop, the Debtor's financial stability had been so badly damaged from the Materne Supply Agreement obligations, that growers were reluctant to sell their apples to the Debtor from the 2013 crop, further crippling its ability to meet the Supply Agreement commitment to Materne.

15. Some additional factors for the declining sales that started in 2014 and general

industry trends regarding the fluctuations in fruit crops, are the sales and inventory controls dictated pursuant to the Federal Marketing Order administered by the U.S. Department of Agriculture which mandate inventory restrictions and sale volumes. The declining sales have deprived the Debtor of the liquidity necessary for the capital and infrastructure improvements in the Grawn Facility necessary to update the Grawn Facility structural condition.

16. As a result of the factors described above, in late 2015, the Debtor and its management team began evaluating a number of options to respond to their operational and liquidity issues. To this end, the Debtor engaged professionals to evaluate the Debtor's business and to propose potential strategies, including but not limited to, the raising of additional capital, a sale of some or all assets, or a restructuring transaction.

17. One of the Debtor's trade creditors filed a complaint and after trial, obtained a judgment in the Michigan State Courts, against the Debtor, in the summer of 2017. That Judgment was due to become final and non-appealable on September 5, 2017.

18. In order to avoid the consequences of this judgment creditor's execution, and after consultation with its advisors, the Debtor decided on a Chapter 11 bankruptcy and investigated a sale process for the best benefit of its creditors.

19. The Debtor, led by its principal officer, Mr. Eric MacLeod, since the filing of the Chapter 11 petition on August 31, 2017, has met with multiple potential buyers of the Debtor's business or assets. Over 18 specific contacts were involved. The contacts ranged from national competitors to local fruit operators. Unfortunately, given the age and condition of the Debtor's infrastructure, a viable offer could not be obtained to compete with the Materne offer. Given the single purpose use of this facility as an agricultural fruit co-packing facility and/or at best a warehouse, the Debtor did not believe it was prudent to engage a commercial real estate broker.

To the extent any party in interest objects to the marketing efforts of the Debtor, the Debtor is prepared to submit testimony from Mr. MacLeod on the marketing and sales efforts to confirm its decision that its marketing efforts have been extensive and sufficient.

20. Lacking any other firm offers for the business assets, the Debtor engaged in good faith negotiations with Materne for the sale and purchase of the Grawn Facility which will allow the Debtor to propose a liquidating Chapter 11 plan to distribute the proceeds from this sale, as well as the other asset sales being conducted by the Debtors. In addition to the proposed sale described in this Motion, the Debtor has scheduled auctions with New Mill Capital for the disposition of the machinery and equipment, and Hilco Global for the disposition of its Plant No. 2 Traverse City facility. In addition, the Debtor has received an offer to sell its common stock interest in North Bay, S.A. for \$150,000. Materne, as the proposed stalking horse bidder, is not seeking a breakup fee or expense reimbursement in connection with its bid. Materne has submitted a bid of \$8 million pursuant to the purchase agreement attached hereto as **Exhibit C** (the "Materne Purchase Agreement").

21. The Debtor believes that the best way to maximize the value of its estate for the benefit of creditors is to conduct a sale of the Debtor's Grawn Facility as soon as practicable.

22. The Debtor's Grawn Facility was appraised on February 22, 2017, by Ariganas & Associates, Inc. per an appraisal commissioned by Huntington National Bank. The findings of the appraisal are:

- a. Fair market value: \$6,540,000
- b. Liquidated value: \$3,920,000

23. The net book value of the machinery and equipment included in the Materne offer is \$14,655. A schedule of the machinery and equipment included in the Materne offer is attached

hereto as **Exhibit D**.

24. The Materne Purchase Agreement at paragraph 6.3, provides that Materne shall pay to the Debtor the sum of \$75,000 as a termination fee of the parties' 2012 Supply Agreement which the parties agree is separate and independent consideration intended to offset, reimburse, and compensate the Debtor for any costs and expenses the Debtor has or will incur in the wind down of its obligations under the Materne Supply Agreement.

25. The Materne Purchase Agreement also provides at paragraph 4, provisions for the modification of the New Market Tax Credit structure, in order to preserve the tax benefits and investment benefits of the participants in the New Market Tax Credit structure. Failure to maintain the New Market Tax Credit structure through December, 2019 will trigger a recapture claim from the Internal Revenue Service in excess of \$4 million.

26. The Materne Purchase Agreement further provides for specific treatment of the environmental claims and the environmental condition of the Grawn Facility. See paragraph 5.3 of the Materne Purchase Agreement for the details regarding these provisions. The Michigan Department of Environmental Quality (the "MDEQ") and the U.S. Environmental Protection Agency (the "EPA") do not per se "hold a claim" against the estate. On the contrary, they protect the public policy of residents of the State of Michigan in the exercise of various police powers. Nothing in the order confirming the Plan, nor an order confirming any 363 sale, or any Asset Purchase Agreement, shall release, nullify, or enjoin the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations, that an entity would be subject to as the post-sale owner or operator of the property. Nothing in the order confirming the

Plan or the order confirming any 363 sale or the Asset Purchase Agreement, authorizes the transfer or assignment of any governmental: (a) license; (b) permit; (c) registration; (d) authorization; or (e) approval or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

The Debtor and Materne have reached a tentative agreement with the MDEQ concerning past and future compliance with the consent order and the waste water permit, and have reached an agreement with respect to the funding of a Long Term Interim Response Activity plan (the "LTIRA"). Based upon the completed LTIRA agreement, the Debtor believes that the protective claim filed by the MDEQ has been satisfied and the MDEQ shall not participate in any further distributions from the bankruptcy estate.

The EPA filed its protective proof of claim on February 27, 2018 as a protective, contingent, unsecured, nonpriority claim with respect to the Clean Air Act, 42 U.S.C. §7401-7671, in connection with the Debtor's operation of an anhydrous ammonia refrigeration system. Pursuant to the Materne Purchase Agreement, the Debtor is required to decommission the ammonia charged refrigeration system. To that end, the Debtor will retain licensed, qualified contractors to properly and safely decommission the ammonia charged system in accordance with all federal, state, and local laws and ordinances, including disabling the system and removing from the Debtor's Grawn facility, any and all ammonia and hazardous substances/components related to the ammonia charged system. Furthermore, following the removal of the ammonia contents, the Debtor will disassemble the machinery and equipment composing the ammonia charged system and will sell the same pursuant to its auction procedures and will remove all of the components of the ammonia charged system from the Debtor's Grawn, Michigan facility.



Accordingly, the Debtor contends that the protective claim of the EPA will be satisfied in full and the EPA shall participate no further in any economic payments from the Debtor's estate as a part of this liquidation Plan of Reorganization.

27. Furthermore, the Materne Purchase Agreement provides that the Debtor will reject the Materne Supply Agreement and Materne will release and waive any and all claims against the Debtor. Materne has alleged damage claims of up to \$14.5 million but has not yet filed a rejection damage claim. Therefore, the release of the Materne claims is a significant part of the consideration being provided to the estate through the Materne Purchase Agreement.

### **RELIEF REQUESTED**

28. The Debtor seeks the entry of an order approving the requested sale of the Grawn Facility. At the time of the Sale Hearing, an order in the form and substance mutually agreeable to the Debtor and the winning bidder at the auction (the "Sale Order") approving the sale of assets free and clear of lien, claims, and encumbrances, approving the assumption and assignment of specified Debtor's executory contracts and unexpired leases, and granting other relief.

29. The Debtor requests that this Court set May 18, 2018 at 5:00 p.m. (Prevailing Eastern Time), as the deadline (the "Bid Deadline") by which a bid for the assets must be submitted in writing to the Notice Parties (defined in paragraph 30 below). Additionally, the Debtor requests that May 24, 2018 be set as the date for the hearing on the Motion. If the Debtor receives one or more Qualified Bids an Auction will occur in open Court at the May 24, 2018 hearing on the Motion. If no competing bids are received by the Bid Deadline, the Debtor respectfully requests that the Court enter an order approving the sale to Materne.

30. The proposed Bidding Procedures are:

a. The Secured Lenders shall have the right, but not the obligation, to credit

bid to the extent allowable under § 363(k) of the Bankruptcy Code, subject to the Bidding Procedures, unless the Court for cause orders otherwise.

b. In order to be considered, all bids must be delivered in writing by the Bid Deadline to the following (the “Notice Parties”):

i. The Debtor in care of Debtor’s counsel: Thomas W. Schouten and Perry G. Pastula, Dunn, Schouten & Snoap, P.C., 2745 DeHoop Ave. SW, Wyoming, MI 49509, email: tschouten@comcast.net and ppastula@dunnsslaw.com;

ii. Kuhn Rogers, Attn: Greg Donahue, 412 S. Union, Traverse City, MI 49684, email: gjdonahue@krlawtc.com;

iii. Counsel for the Committee: Honigman Miller Schwartz & Cohn, Attn: Scott Kitei, 2290 First National Building, 600 Woodward Ave., Detroit, MI 48226, email: skitei@honigman.com;

iv. Counsel for Huntington National Bank: Dickinson Wright, Attn: Dan Gosch, 200 Ottawa Ave. NW, Suite 600, Grand Rapids, MI 49503, email: dgosch@dickinsonwright.com;

v. Counsel for Farm Fresh: Moothart & Sarafa, PLC, Attn: Jonathan Moothart, 9815 Miami Beach Rd, PO Box 243, Williamsburg, MI 49690-0243, email: jon@moothartlaw.com;

vi. Office of the U.S. Trustee, Attn: Michelle Wilson, 125 Ottawa Ave. NW, Suite 200R, Grand Rapids, MI 49503, email: michelle.m.wilson@usdoj.gov.

c. Any overbids shall be made in overbid increments of at least \$50,000 or greater than the opening bid of Materne at \$8 million.

d. A Qualified Bid is any bid which is \$50,000 greater than the Materne bid and one that proposes terms which in comparison to the terms of the Materne Purchase Agreement identified in the attached **Exhibit C** and incorporated herein by reference, provide evidence that the bid is higher and better than the terms of the Materne Purchase Agreement, including but not limited to, addressing the environmental aspects and New Market Tax Credit aspects of the Materne Purchase Agreement.

e. A Qualified Bid is any bid which submits evidence of financial ability to close the transaction contemplated by this Motion.

f. The Debtor and the Committee reserve the right to request a deposit from any bidder.

g. In the event of competitive bidding, the Debtor in the exercise of its reasonable business judgment in consultation with Huntington National Bank, the Unsecured Creditors Committee, and the U.S. Trustee, shall determine which bid is the highest and best bid.

#### **BASIS FOR RELIEF AND APPLICABLE AUTHORITY**

##### **A. The Sale**

31. Assumption and Assignment of Contracts and Leases. In connection with the sale, the Debtor also seeks to assume and assign certain of its executory contracts and unexpired leases (collectively, the "Executory Contracts") to the Successful Bidder or the Next Highest Bidder, as applicable. The Successful Bidder or the Next Highest Bidder, as applicable, will cure all monetary defaults under such Executory Contracts to the extent required by Section 365(b) of the Bankruptcy Code and as set forth in the APA. The Debtor will cure any pre-closing defaults owing to Cisco Systems Capital Corp. on that certain telephone and fire alarm lease. The

Executory Contracts are set forth in **Exhibit E**.

32. Not less than twenty-one (21) days before the Sale Hearing, the Debtor will file with the Court and serve on each party to an Executory Contract a notice setting forth the amount of cure owed thereunder according to the Debtor's books and records (the "Cure Notice"). The Cure Notice will state the amount that the Debtor believes is necessary to assume such contract or lease pursuant to section 365 of the Bankruptcy Code (the "Cure Amount"), and notify each party that such party's lease or contract may be assumed and assigned to the Successful Bidder or the Next Highest Bidder, as applicable.

33. The Cure Notice will require that any objection to the Cure Amount be filed on or before a deadline prior to the Sale Hearing that is established by the Court (the "Cure Objection Deadline"). The Cure Notice will also provide that any objection to the Cure Amount must state with specificity what cure the party to the Executory Contract believes is required with appropriate documentation in support thereof. The Debtors request that, if an objection is timely filed, the Court resolve any dispute regarding the amount of any disputed Cure Amount or objection to the Assumption and assignment of an Executory Contract at a Sale Hearing. If no objection is timely received, the Debtors request that the Cure Amount set forth in the Cure Notice be controlling notwithstanding anything to the contrary in any assumed contract or other document.

34. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. §363(b)(1). Section 363(b), does not provide an express standard for determining whether the Court should approve any particular purchase or sale.

35. A broad consensus of courts, including the Sixth Circuit and this District, hold that a debtor may sell property of the estate outside of the ordinary course of its business where such

use represents an exercise of the debtor's sound business judgment. *Stephens Industries, Inc. v. McClung*, 789 F.2d 386, 390 (6<sup>th</sup> Cir. 1986) ("We adopt the Second Circuit's reasoning in *In re Lionel Corporation*, *supra*, and conclude that a bankruptcy court can authorize a sale of all a Chapter 11 debtor's assets under §363(b)(1) when a sound business purpose dictates such action"); *citing*, *Committee of Equity SEC Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Quality Stores, Inc.*, 272 B.R. 643, 647-48 (Bankr. W.D. Mich. 2002)("[A] sale of assets is appropriate if all provisions of §363 are followed, the bid is fair, and the sale is in the best interests of the estate and its creditors.") *quoting*, *In re Embrace Systems Corp.*, 178 B.R. 112, 124 (Bankr. W.D. Mich 1995) ("In this circuit, a bankruptcy court can authorize a sale of all of a chapter 11 debtor's assets under Section 363(b)(1) when a sound business purpose dictate such action.").

36. Courts often consider the following factors in determining whether a proposed sale satisfies the sound business purpose standard: (a) whether a sound business justification exists for the sale, (b) whether accurate and reasonable notice of the sale was given to interested parties, (c) whether the sale will produce a fair and reasonable price for the property and (d) whether the parties have acted in good faith. *In re Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); *In re Daufuskie Island Props., LLC*, 431 B.R. 626, 637 (Bankr. D.S.C. 2010) (citing same four factors).

37. In *Stephens Industries*, the Sixth Circuit concluded the standards for approving a sale were satisfied where the facts showed "[t]he trustee had been unable to operate the radio station at a profit . . . [and] the trustee faced the prospect of ceasing [the debtors'] operations." *Stephens Industries*, 789 F.2d at 390.

38. Indeed, some courts have held the approval of a proposed transaction "should only

be withheld if the debtor's judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code . . ." *Richmond Leasing Co. v. Capital Bank, N.S.*, 762 F.2d 1303, 1309 (5<sup>th</sup> Cir. 1985) (quoting *Allied Technology, Inc. v. R.B. Brunemann & Sons*, 25 Bankr. 484, 495 (Bankr. S.D. Ohio 1982). Similarly, in *Quality Stores*, this court approved the sale of substantially all assets and noted it was in part "[d]eferred to the business judgment of the Debtor, the Committee and the Lenders," all of whom supported the sale. *Quality Stores*, 272 B.R. at 647-48.

39. The Debtor has sound business justification for the sale of the Grawn Facility at this time pursuant to the contents of this Motion outlined above. As set forth above, the Debtor has experienced declining sales for several years due to several factors including the general economy and specific trends in the fruit industry. The Debtor's management team believes that in order to prevent further losses and to maximize the value of the Grawn Facility, a sale of the Grawn Facility conducted under Section 363 of the Bankruptcy Code is in the best interest of all interested parties.

40. The Debtor has acted in good faith and the proposed sale process and bid procedures will provide accurate and reasonable notice of the sale to interested parties.

41. The Debtor, Huntington National Bank, and the Creditors Committee, all support the terms of this Motion. The Debtor has therefore determined based upon its sound business judgment, that the most viable option for maximizing the value of its estate is through a sale of the Grawn Facility based upon this Motion.

#### **B. Sale "Free and Clear of Liens, Claims and Encumbrances"**

42. The Debtor seeks permission to sell the Assets free and clear of all liens, claims and encumbrances (collectively, the "Liens"), with such Liens attaching to the proceeds applicable the Assets encumbered by the Liens. Section 363(f) of the Bankruptcy Code provides that property

may be sold free and clear of any interest in the property if:

- a. applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- b. such entity consents;
- c. such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property;
- d. such interest is in bona fide dispute; or
- e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)

43. The Debtor need only satisfy one of the noted conditions. *In re Wolverine Radio Co.*, 930 F.2d 1132, 1148 (6<sup>th</sup> Cir. 1991). The Debtor believes the Secured Lenders will consent to the proposed sale.

44. Otherwise, Section 363(f)(5) allows a debtor to sell property free and clear of liens when a legal or equity proceeding exists that will force the lien holder to accept less than full money satisfaction for its interest. *In re James*, 203 B.R. 449, 453 (W.D. Mo. 1997), *In re Grand Slam USA, Inc.*, 178 B.R. 460, 463-64 (E.D. Mo. 1995). Courts considering this issue have held that the "cram down" provision under the Bankruptcy Code constitutes such a "legal or equitable proceeding" and permits a sale under Section 363(f)(5) where a secured creditor may receive less than the value of its claim. *Grand Sale USA, Inc.* 178 B.R. at 464; *In re Terrace Chalet Apartments, Ltd.*, 159 B.R. 821, 829 (N.D. Ill. 1993); *WPRV-TV, Inc.*, 143 B.R. at 321; *In re Healthco International, Inc.*, 174 B.R. 174, 176 (Bankr. D. Mass. 1994).

45. The Debtor proposes that any valid Liens shall attach to the sales proceeds attributable to the Grawn Facility being sold and encumbered by such Liens and in the same rank, order and priority as such Liens currently exist.

**C. The Assumption and Assignment of Executory Contracts Should Be Authorized**

46. Section 365(f)(2) of the Bankruptcy Code provides that:

[t]he trustee may assign an executory contract or unexpired lease of the debtor only if -

(A) the trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

47. Under section 365(a) of the Bankruptcy Code, a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." Section 365(b)(1) of the Bankruptcy Code, in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor as follows:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee -

(A) cure, or provides adequate assurance that the trustee will promptly cure, such default;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

48. The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given a "practical, pragmatic construction." See, e.g., *EBG Midtown South Corp. v. McLaren/Hart Env. Engineering Corp. (In re Sanshoe Worldwide Corp.)*, 139 B.R. 585, 593 (S.D.N.Y. 1992); *In re Prime Motor Inns Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994) ("[a]lthough no single solution will satisfy every case, the required



assurance will fall considerably short of an absolute guarantee of performance”); *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1988).

49. Among other things, adequate assurance may be provided by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See, e.g. In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease from debtor has resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding.)

50. To the extent that any defaults exist under any of the Executory Contracts to be assumed and assigned in connection with the Sale, the Successful Bidder or the Next Highest Bidder, as applicable, shall cure any such default in connection with such assumption and assignment subject to the terms and conditions of the APA. The Debtor will cure any pre-closing defaults owing on the Cisco Systems Capital Corp. telephone and fire alarm lease. Moreover, the Debtors will present evidence at the Sale Hearing demonstrating the financial wherewithal of the Successful Bidder or the Next Highest Bidder, as applicable, and its willingness and ability to perform under the Executory Contracts to be assumed and assigned.

51. The Sale Hearing will therefore provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge the ability of the Successful Bidder or the Next Highest Bidder, as applicable, to provide adequate assurance of future performance under the Executory Contracts to be assumed and assigned.

#### **D. Form and Manner of Notice**

52. The Debtors will provide the Sale Notice to any parties who have previously expressed an interest in the Grawn Facility or who may be interested in purchasing the Grawn

Facility and all creditors of the Debtor, in accordance with Bankruptcy Rule 2002(a)(2), by mailing such notice more than twenty-one (21) days prior to the Sale Hearing.

53. The Debtor submits that the form and manner of service of the Sale Notice is appropriate under the circumstances and complies with all applicable Bankruptcy Rules.

54. Finally, the Debtor requests that the Court waive any 14-day stay that might be imposed under Bankruptcy Rules 6004(h) and 6006(d) for any order authorizing the sale of the property, and the assignment of the executory contracts, such that the Debtor can close the Sale promptly after entry of the Sale Order.

WHEREFORE, the Debtor respectfully requests the Court grant the relief requested in this Motion, including (a) at the conclusion of the Sale Hearing, entry of the Sale Order, and (b) granting such other and further relief as is necessary

Respectfully Submitted,

DUNN, SCHOUTEN & SNOAP, P.C.

Dated: April 13, 2018

By: /s/ Perry G. Pastula  
Thomas W. Schouten (P23060)  
Perry G. Pastula (P35588)  
Attorneys for Debtor  
**Business Address and Telephone:**  
2745 DeHoop Ave. SW  
Wyoming, MI 49509  
(616) 538-6380

# EXHIBIT A

## Legal Description

### Parcel 1

East 400 feet of that part of the North half (N1/2) of Southwest quarter (SW1/4) lying South of Highway U.S. 31, Except Railroad Right of Way, Section 12, Town 26 North, Range 12 West.

### Parcel 2

The Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4, except Fout's Addition to the Village of Blackwood;

Lots 1 through 10, both inclusive, and Lot 11 except the South 584 feet thereof, Fout's Addition to the Village of Blackwood, including any and all rights grantors may have in the street and alleys in said Fout's Addition, except Right of Way of the Pere Marquette Railroad (now Chesapeake & Ohio Railroad) which lies along the North side of the whole of the North 1/2 of the Southeast 1/4 and further exception a strip of land 66 feet wide, North and South, lying immediately North of and abutting the North line of the South 584 feet of Lot 11 of Fout's Addition and the South line of the Northeast 1/4 of the Southeast 1/4, which strip shall extend Westerly from the East line of the Northeast 1/4 of the Southeast 1/4 for a distance of 726 feet, all being in Section 12, Town 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan.

### Parcel 3

The Southwest 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan.

AND

The Southeast 1/4 of the Southwest 1/4 of Section 12, Town 26 North, Range 12 West and the East 1/2 of Southwest 1/4 of Southwest 1/4 of Section 12, Town 26 North, Range 12 West.

### Parcel 4

That part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, described as: A strip of land 66 feet wide, North and South, lying immediately North of and abutting the North line of the South 584 feet of Lot 11 of Fout's Addition to Blackwood and the South line of the Northeast 1/4 of the Southeast 1/4, which strip shall extend Westerly from the East line of the Northeast of the Southeast 1/4 for a distance of 726 feet all being in Section 12, Town 26 North, Range 12 West.

AND

The Southeast 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, except that part lying within the recorded plat of Fout's Addition to Blackwood (plat recorded in Liber 3 of Plats on Page 23), and also except that part of the East 198 feet of the Southeast 1/4 of Section 12 which lies South of the South line of Fout's Addition to Blackwood.

### Parcel 5

The North 1/2 of the Northeast 1/4, Section 13, Town 26 North, Range 12 West, except the right of way of the Pere Marquette Railroad (now Chesapeake and Ohio Railroad)

Except: Commencing at the Northeast corner of said Section 13; thence South along East line of said Section 738.87 feet to Point of Beginning; thence South along East line of said section to East and West 1/8 line of said section; thence West 283 feet; thence North parallel to East line of said section to a point 283 feet West of Point of Beginning; thence East 283 feet to Point of Beginning.

Also, Excepting: The North 6.5 rods of the East 12 rods of said Northeast 1/4.

Further Excepting: The East 313 feet of South 150 feet of North 539 feet of Northeast 1/4 of Northeast 1/4.

Further Excepting: Part of the Northeast 1/4 of the Northeast 1/4 Section 13, Town 26 North, Range 12, West, Green Lake Township, Grand Traverse County, Michigan, more fully described as: Commencing at the Northeast corner of said Section 13; thence South 1320.33 feet along the east line of said Section 13 to a 1/8 corner; thence North 88°30'30" West, 478.5 feet along the North 1/8 line of said Section 13 to the Point of Beginning; thence North 88°30'30" West, 150.00 feet along said North 1/8 line; thence North 435.60 feet parallel with the East line of said Section 13; thence South 88°30'30" East, 150.00 feet parallel with the North 1/8 line of said Section 13; thence South 435.00 feet parallel with the East line of said Section 13 to the Point of Beginning. Subject to the right of way for Fall Road over the Southerly 33 feet thereof.

Further Excepting: Part of the Northeast 1/4, Section 13, Town 26 North, Range 12, West, Green Lake Township, Grand Traverse County, Michigan, more fully described as: Commencing at Northeast corner of said Section 13; thence South 107.25 feet along the East line of said Section 13 to the Point of Beginning; thence continuing South 281.75 feet along said East line; thence North 88°06'32" West, 807.02 feet parallel with the North line of said Section 13; thence North 281.75 feet, parallel with the East line of said Section 13; thence South 88°06'32" East, 807.02 feet parallel with the North line of said Section 13 to the Point of Beginning.

Further Excepting: Part of the Northeast quarter, Section 13, Town 26 North, Range 12 West, more fully described as: Commencing at the Northeast corner of said Section 13; thence South 539.00 feet along the East line of said Section 13 to the Point of Beginning; thence South 199.87 feet along said East line; thence West 749.14 feet; thence North 374.61 feet parallel with the East line of said Section 13; thence South 88°06'32" East, 436.55 feet parallel with the North line of said Section 13; thence South 150.00 feet parallel with said East line; thence South 88°06'32" East 313.00 feet parallel with said North line to the Point of Beginning.

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Northeast 1/4 of the Southwest 1/4 and the South 1/2 of the Northeast 1/4, except the North 600 feet of the South 875 feet of the East 313 feet of the Southeast 1/4 of the Northeast 1/4 and except the South 150 feet of the East 313 feet of the Southeast 1/4 of the Northeast 1/4, all in Section 13, Town 26 North, Range 12 West.

Further Exception: The North 125 feet of the South 275 feet of the East 313 feet of the South 1/2 of the Northeast 1/4, Section 13, Town 26 North, Range 12 West.

The North 1/2 of the Northwest 1/4 of Section 13, Town 26 North, Range 12 West. Subject to an easement along the West 33 feet of the North 400 feet of said parcel for ingress and egress to the West 1/2 of South 1/2 of Southwest 1/4 of Section 12, Town 26 North, Range 12 West.

Further Exception: A parcel of land situated in the Northeast 1/4 of Section 13, Township 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan, being more particularly described as: Commencing at the Northeast corner of said section; thence South 00°32'41" West, along the East section line, 1319.84 feet to the North 1/16th line and being the Point of Beginning; thence North 87°58'03" West along said line, 750.00 feet; thence South 00°32'41" West parallel with the said East section line, 500.00 feet; thence South 88°09'29" East, 437.00 feet; thence North 00°32'41" East parallel with said East section line, 55.00 feet; thence South 87°40'05" East, 313.01 feet to said East section line; thence North 00°32'41" East along said line, 445.18 feet to the Point of Beginning.

Further Exceptions: A parcel of land situated in the Northeast 1/4 of Section 13, Township 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan, being more particularly described as: Commencing at the Northeast corner of said section; thence South 00°32'41" West along the East section line, 1319.84 feet to the North 1/16th line; thence North 87°58'03" West along said line, 282.98 feet to the Point of Beginning; thence continuing North 87°58'03" West along said line, 190.20 feet; thence North 00°31'34" East, 435.44 feet; thence North 87°59'12" West, 150.00 feet; thence South 00°31'34" West, 435.39 feet to said North 1/16th line; thence North 87°58'03" West along said line, 359.82 feet; thence North 00°32'41" East parallel with the East section line, 225.00 feet; thence North 56°26'27" East, 301.15 feet thence North 38°48'33" East, 226.94 feet; thence South 87°51'14" East, 310.00 feet; thence South 00°32'41" West parallel with said East section line, 581.55 feet to the Point of Beginning.

# EXHIBIT B

## Liquidation Analysis

Source of Proceeds	Amount
Materne Purchase Price Offer	\$8,000,000.00
Remaining Grawn Equipment - New Mill Capital	\$600,000.00
Traverse City Freezer Plant - New Mill Capital	\$900,000.00
Motor Vehicles	\$50,000.00
Accounts Receivable	\$100,000.00
Miscellaneous Assets	\$50,000.00
<b>TOTAL</b>	<b>\$9,700,000.00</b>

# **EXHIBIT C**

## **Asset Purchase Agreement\***

**\* A complete copy of the Asset Purchase Agreement may be obtained by contacting Debtor's Bankruptcy Counsel Perry G. Pastula, Dunn, Schouten & Snoap, P.C. by telephone at (616) 538-6380**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (including all appendices, exhibits and schedules, the "*Agreement*") is made as of April 3, 2018, by and between MATERNE NORTH AMERICA, CORP., a New York corporation ("*MNA*") and CHERRY GROWERS, INC., a Michigan corporation ("*CGI*").

### Background

A. CGI owns certain Real Estate (as defined below) consisting of approximately 468.11 acres in Green Township, Grand Traverse County, Michigan, developed with manufacturing facilities and other improvements, which MNA wishes to acquire.

B. CGI also owns or directly or indirectly (through Affiliates) controls certain assets, equipment and other personal property and rights which MNA wishes to acquire.

C. CGI and MNA currently occupy the Real Estate together, wherein MNA conducts certain processing related to apples and its GoGosqueez brand of applesauce and CGI formerly conducted certain cherry and other fruit related processing. MNA's operations on the Real Estate have been conducted pursuant to that certain Supply Agreement for Infrastructure, Services and Apples dated May 7, 2012, amended by that certain Amendment dated April 26, 2013, Amendment No 2 dated March 23, 2016, and Amendment No 3 dated May 27, 2016.

D. As debtor in possession, CGI filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Michigan, Southern Division, Case No. 17-04127.

E. Subject to the Bankruptcy Court's entry of a Bankruptcy Sale Order (as defined below), CGI wishes to and will sell to MNA, and MNA wishes to and will acquire and purchase, all of the Purchased Assets as stated in this Agreement.

For and in exchange of the consideration set forth herein, and the benefits and detriments afforded to each party, MNA and CGI agree:

### Agreement

#### 1. Definitions

1.1 Defined Terms. Capitalized terms defined below or elsewhere in this Agreement will have the following meanings:

- (a) "*ACS*" and "*Ammonia-Charged System*" are defined in Section 5.3(b).
- (b) "*ACS Decommission*" is defined in Section 5.3(b).
- (c) "*Affiliates*" means CGI Services, LLC, a Michigan limited liability company ("*CGIS*"), and CGI Processing, LLC, a Michigan limited liability company ("*CGIP*").

The Affiliates join in this Agreement to bind themselves to aspects of the transactions set forth herein which require their consent or participation.

- (d) "*Affiliate Agreement*" is defined in Section 2.3 and attached as Exhibit F.
- (e) "*BEA*" is defined in Section 5.3(c).
- (f) "*Bankruptcy Case*" and "*Bankruptcy Court*" or "*Court*" means that case and court identified in Background paragraph D, above.
- (g) "*Bankruptcy 363 Motion*" or "*363 Motion*" means a motion to be brought by CGI before the Bankruptcy Court to authorize and effect the sale of the Purchased Assets hereunder by authority of the Bankruptcy Court, free and clear of all Liens and Liabilities.
- (h) "*Bankruptcy Sale Order*" or "*Sale Order*" means the order of the Bankruptcy Court approving the 363 Motion in a form reasonably acceptable to bankruptcy counsel for the parties and containing those terms set forth in Section 3.2.
- (i) "*Bill of Sale*" means the Bill of Sale for the CGI Assets and NMTC Assets to be executed by CGI and its Affiliates, and delivered at Closing, in the form attached to this Agreement as Exhibit A.
- (j) "*CAA*" is defined in Section 5.3.
- (k) "*CDE*" means Stonehenge Community Development LVIII, LLC, a Delaware limited liability company, which is part of the Existing NMTC Structure.
- (l) "*CDE Note A*" means that certain Promissory Note (A Note) dated November 5, 2012, made by CGIS to and in favor of the CDE, in the original principal amount of \$8,311,724.00, which is part of the Existing NMTC Structure.
- (m) "*CDE Note B*" means that certain Promissory Note (B Note) dated November 5, 2012, made by CGIS to and in favor of the CDE, in the original principal amount of \$3,188,276.00, which is part of the Existing NMTC Structure.
- (n) "*CGI Assets*" means all physical assets of CGI located on or about the Real Estate, excepting only the Debtor Retained Property and any Excluded Items, and all Industrial Facility Exemption Certificates and underlying rights (including IFT certificates nos. 2011-536, 2011-549 and 2012-494, the "*IFT Exemptions*"). The CGI Assets are being sold to MNA hereunder. A list of CGI Assets is attached as Schedule 1.1(n). For the sake of further clarification, the CGI Assets and the Debtor Retained Property will be physically identified by inventory and marking in compliance with the schedules by the parties as soon as possible but no later than the earlier of Closing or prior to any third party sale of Debtor Retained Property under Section 8.5.
- (o) "*Closing*" is defined in Section 3.3.



- (p) “*Confidential Information*” is defined in Section 8.1.
- (q) “*Consent Order*” is defined in Section 5.3.
- (r) “*Contamination*” is defined in Section 5.3.
- (s) “*DDCC*” is defined in Section 5.3(c).
- (t) “*DEQ*” means the Michigan Department of Environmental Quality or any successor department of the state of Michigan charged with enforcing environmental laws in the state of Michigan.
- (u) “*Debtor Retained Property*” means the assets of CGI which are not included in the sale under this Agreement, a list of which is attached as Schedule 1.1(u). Such Debtor Retained Property will be physically identified by inventory and marking in compliance with the schedule by the parties as soon as possible but no later than the earlier of Closing or prior to any third party sale of Debtor Retained Property under Section 8.6. Debtor Retained Property also includes CGI’s real property in Elmwood Township, Michigan, as well as any assets of CGI held at that location (which property need not be inventoried or marked).
- (v) “*Deed*” means the Warranty Deed for the Real Estate to be executed and delivered by CGI at Closing, in the form attached to this Agreement as Exhibit B.
- (w) “*Due Diligence Investigation*” is defined in Section 5.3(c).  
“*Due Diligence Period*” is defined in Section 5.3(c).
- (x) “*EPA*” and “*EPA Claim*” are defined in Section 5.3.
- (y) “*Escrow Agent*” means McShane & Bowie, P.L.C., a Michigan professional limited liability company c/o William H. Bowie, or the successor agent appointed pursuant to any Escrow Agreement.
- (z) “*Escrow Agreement*” means an escrow agreement in a form to be reasonably determined by the Escrow Agent in compliance with all terms and conditions of this Agreement, to be provided as one of the NMTC Unwind Documents, which will be used to hold certain NMTC Unwind Documents as stated in Section 4.3(a) and may be required by MNA as to any similar, further identified NMTC Unwind Document under Section 4.6.
- (aa) “*Excluded Items*” means all assets of CGI which (i) MNA disclaims under Section 2.5; (ii) is Debtor Retained Property; or (iii) which constitute accounts receivable, inventory or intangible assets (provided that certain of the NMTC Assets and NMTC Rights are intangible assets, as are the IFT Exemptions, all of which are included in the sale to MNA hereunder, and are not Excluded Items).

(bb) "**Existing NMTC Structure**" means the existing NMTC structure between CGI, its Affiliates, and the NMTC Third Parties, as it exists as of the date of this Agreement, which is depicted on Exhibit D.

(cc) "**Ground Lease**" means that certain Ground Lease dated November 1, 2012, between CGI (as Landlord, as the owner of the Real Estate) and CGIS (as Tenant) of approximately 3.9 acres of the Real Estate, and which is part of the Existing NMTC Structure.

(dd) "**Investment Fund**" means Cherry Growers Investment Fund, LLC, a Missouri limited liability company, which is part of the Existing NMTC Structure.

(ee) "**LTIRA**" is defined in Section 5.3(a).

(ff) "**Leveraged Loan**" means that certain loan of \$8,311,724.00 from CGI to the Investment Fund pursuant to that certain Promissory Note dated November 5, 2012, which is part of the Existing NMTC Structure.

(gg) "**Liens and Liabilities**" means any and all liabilities, liens, claims, mortgages, encumbrances, taxes, administrative orders, leases, or other exceptions or claims to title or possession, or other interests or claims against the Purchased Assets whatsoever, however evidenced (including without limitation all security interests represented by a UCC filing or otherwise), any of which could exist or be asserted against any of the Purchased Assets.

(hh) "**NMTC**" means that certain New Market Tax Credit facility which the CGI and the Affiliates entered into on or about November 1, 2012, including all documents which are a part thereof. All such documents are listed on Schedule 1.1(hh) and are incorporated by reference herein.

(ii) "**NMTC Assets**" means all structures, buildings, machinery, equipment, and other personal property that is part of the Existing NMTC Structure, including without limitation all items identified on Schedule 1.1(ii), and including the building MNA currently occupies under the Supply Agreement, and all equipment, machinery, and other property that is subject to the Existing NMTC Structure and or subject to the NMTC Security Interests, as well as all NMTC Rights.

(ji) "**NMTC Rights**" means all contractual rights and other rights contemplated as being given to or exercisable by MNA under the NMTC Transaction and Unwind Structure, including without limitation the specified interests under the Ground Lease, Operating Lease, and the various notes and instruments shown in the NMTC Transaction and Unwind Structure.

(kk) "**NMTC Security Interests**" means the "all assets" security interest in the assets of CGIS represented by UCC Financing Statement 2012159652-8 dated November 13, 2012 in favor of Stonehenge Community Development LVIII, LLC, as filed with the Michigan Department of State, and that certain Leasehold Mortgage dated November 5, 2012, recorded as instrument 2012R-20816 Grand Traverse County Records.

(ll) "*NMTC Tax Credit Investor*" or "*US Bank*" means U.S. Bancorp Community Development Corporation, a party with vested interests in the NMTC Structure (as shown on items 6 and 7 on Exhibit D).

(mm) "*NMTC Third Parties*" means US Bank, the CDE, the Investment Fund, and the other third parties (other than CGI and its Affiliates) who are parties to the Existing NMTC Structure as shown on Exhibit D.

(nn) "*NMTC Transaction and Unwind Structure*" means the acquisition transaction structure that will unwind CGI's and its Affiliates' involvement with the Existing NMTC Structure and prevent a default of the Existing NMTC Structure while allowing CGI to conclude the Bankruptcy Case and allowing MNA to acquire the NMTC Assets. The NMTC Transaction and Unwind Structure is described in greater detail in Section 4 and is set forth in the attached Exhibit E.

(oo) "*NMTC Unwind Consents*" means all consents and approvals of NMTC Third Parties, as well as all tax, bond, or other opinions reasonably required by MNA to fully and properly effect the NMTC Transaction and Unwind Structure, so as to avoid the default thereof in any respect, as more fully described and defined in Section 4.3(a).

(pp) "*NMTC Unwind Documents*" means all agreements, documents, instruments, and other items reasonably required by MNA to fully and properly effect the NMTC Transaction and Unwind Structure, as more fully described and defined in Section 4.3(a).

(qq) "*NOV*" is defined in Section 5.3.

(rr) "*New WWTF*" is defined in Section 5.3.

(ss) "*Old WWTF*" is defined in Section 5.3.

(tt) "*Operating Lease*" means that certain Lease dated November 1, 2012, between CGIS (as Landlord) and CGI (as Tenant) of approximately 3.9 acres of the Real Estate, and which is part of the Existing NMTC Structure. The Operating Lease follows the Ground Lease and embodies the leaseback of this portion of the Real Estate from CGIS to CGI.

(uu) "*Purchase Price*" is defined in Section 2.1.

(vv) "*Purchased Assets*" means the Real Estate, the CGI Assets, and the NMTC Rights, which includes all assets of CGI (and CGIS) except the Debtor Retained Property.

(ww) "*Real Estate*" means the approximately 468.11 acres of land located in Green Township, Grand Traverse County, Michigan, further described and shown on the Survey.

(xx) "*Supply Agreement*" means that certain supply agreement between CGI and MNA fully described in Background paragraph C, above.

(yy) "*Survey*" means that certain survey dated August 18, 2016 by Gosling Czubak, which describes and shows all of the Real Estate, which is attached at Schedule 1.1(yy), and which is incorporated by reference herein.

(zz) "*Title Commitment*" means that certain commitment for title insurance from Stewart Title Guaranty Company (the "*Title Company*"), File No. MI-288657, dated January 15, 2018, which is incorporated by reference herein.

(aaa) "*Title Policy*" means an ALTA owners policy of title insurance, without standard exceptions, in an amount to be determined by MNA in its sole discretion, to be issued to MNA at Closing at sole MNA's cost, including any costs related to obtaining title endorsements or removing standard exceptions.

(bbb) "*Wastewater Permit*" is defined in Section 5.3.

## 2. Purchase Price and Transaction Structure

2.1 Purchase Price. The "*Purchase Price*" to be paid by MNA for all Purchased Assets is Eight Million Dollars (\$8,000,000.00), to be paid in cash or other immediately available funds at Closing, as below. The Purchase Price is the entire consideration to be paid by MNA for all of the Purchased Assets. The Purchase Price will be paid in full, in cash, to CGI at Closing; provided, however, that as described in the NMTC Transaction and Unwind Structure at Exhibit E, \$5,000,000 of the Purchase Price is characterized as a non-recourse loan to accommodate the needs of (and prevent a default of) the Existing NMTC Structure, which loan will be satisfied pursuant to the NMTC Transaction and Unwind Structure.

2.2 Allocation. The Purchase Price will be allocated for accounting purposes between the various property and rights comprising the Purchased Assets by MNA in its sole discretion (provided that to the extent MNA allocates more than \$3,920,000 to the Real Estate, MNA will be responsible for the transfer taxes due on any amount above \$3,920,000).

2.3 Purchased Assets; Structure Outline. In exchange for the Purchase Price, MNA will purchase and receive all Purchased Assets hereunder, consisting of:

(a) the Real Estate, conveyed by CGI to MNA free and clear of all Liens and Liabilities by execution and delivery of the Deed at Closing;

(b) the CGI Assets, conveyed by CGI to MNA free and clear of all Liens and Liabilities by execution and delivery of the Bill of Sale at Closing;

(c) the NMTC Rights, conveyed by CGI and its Affiliates through the NMTC Transaction and Unwind Structure, all of which documentation (the NMTC Unwind Documents and NMTC Unwind Consents) must be completed by and fully executed at Closing, as further described in Section 4 and Section 6 and pursuant to which MNA will ultimately succeed to ownership of all NMTC Assets free and clear of all Liens and Liabilities (upon the unwind and conclusion of the NMTC Transaction and Unwind Structure). Additional terms and conditions

relating to the Affiliates' participation in the NMTC Transaction and Unwind Structure shall be contained in a separate agreement, which shall be in the form as attached hereto as Exhibit F (the "Affiliate Agreement"). The parties will execute and deliver the Affiliate Agreement at the same time as this Agreement which (execution and delivery) shall be an express condition of MNA's, CGI's, and its Affiliates' obligations hereunder; and

(d) the assumption and assignment of that certain Lease Agreement REF # TFV115889 dated February 27, 2017 with Cisco Systems Capital Corporation for certain telephone, fire alarm, and related equipment as stated therein, provided CGI shall pay and cure all due and payable lease obligations up to the Closing and MNA shall assume and pay all post-Closing obligations related thereto.

2.4 Condition of Title Conveyed to all Purchased Assets. All Purchased Assets will be conveyed to MNA free and clear of any and all Liens and Liabilities. The sole exceptions to this are:

(a) The Real Estate will be conveyed pursuant to the Deed free and clear of any and all Liens and Liabilities, but subject to the easements and encumbrances of record listed in Section 5.1(d) (and also set forth on Exhibit 2 to the Deed) which are the only permitted title exceptions to which the Deed is subject.

(b) NMTC Unwind Documents and Consents specifically treated by, contemplated by, and required by the NMTC Transaction and Unwind Structure (through full unwind in 2019) will not be a violation of the foregoing.

2.5 Excluded Items. If MNA determines that any item or asset included within the Purchased Assets is undesirable for any reason in its sole discretion, it may disclaim and abandon the same upon written notice to CGI on or before Closing (as below), and thereafter the identified item will be deemed an Excluded Item and MNA will not have any obligation with respect to such item or asset thereafter. Any written disclaimer made and executed by an authorized officer of MNA and served on CGI prior to Closing will be deemed an amendment to this Agreement. The disclaimer or abandonment of any Excluded Item shall not result in the reduction of the Purchase Price.

2.6 No Assumed Liabilities. For clarity, it is specified that MNA does not and will not assume, pay, perform or discharge any liability or liabilities of CGI or any Affiliate, or be liable for any debts or obligations of CGI or any Affiliate, whether actual, contingent, accrued, known or unknown, including, without limitation, any liability relating to taxes, employee compensation or benefits, breach of contract, tort, breaches or violations of environmental laws, non-compliance with any governmental rule, order or demand, any debts, or any and all other liabilities or obligations whatsoever, all of which must be discharged by the Bankruptcy Court, with all Purchased Assets conveyed free and clear of all Liens and Liabilities, as set forth in Section 2.4. The sole exception to the foregoing are the obligations MNA undertakes pursuant to the NMTC Transaction and Unwind Structure. This section is not intended to alter any legal obligation of either party existing outside of the sale and transactions effected by this Agreement.

3. Court Approval and Closing Date

3.1 Filing of the Bankruptcy 363 Motion. Upon the execution and delivery of this Agreement between the parties and subject to higher and better bids, CGI and MNA will promptly agree upon the final form of the 363 Motion, and CGI will promptly file the mutually agreed upon 363 Motion with this Agreement as an exhibit thereto.

3.2 Bankruptcy Sale Order. Counsel for CGI and MNA will likewise endeavor to agree upon the form of proposed Sale Order for the Bankruptcy Court's consideration and to the extent permitted by the Court, the Sale Order must be agreed upon by both parties' counsel. Without limiting the foregoing, CGI and MNA shall endeavor to include the following in the Sale Order:

(a) Approve the 363 Motion filed by CGI, to approve the sale of the Purchased Assets pursuant to the terms of this Agreement, including specifically and without limitation Section 2.3, Section 2.4, Section 2.6, and Section 4.5;

(b) Ratifies CGI's entering into this Agreement, and authorizes CGI to fully perform this Agreement, including without limitation the execution and delivery of the Deed, the Bill of Sale, the NMTC Unwind Documents, and all other contemplated deliveries under this Agreement;

(c) State that by effect of the Sale Order, absolutely all Liens and Liabilities on the Real Estate and all CGI Assets will be discharged in full and without exception;

(d) Although included in the general discharge stated in subsection (c) above, specifically state (by page, liber, instrument number) all debts and encumbrances listed in the Title Commitment (including taxes, mortgages, and other liens, whether in the requirements or exceptions section) as being discharged in full (including all of those listed in Section 5.1(b)).

(e) State that upon Closing of this Agreement, and by effect of the Sale Order of the Court, MNA will hold good and absolute title to the Real Estate and the CGI Assets free and clear of all Liens and Liabilities;

(f) State that MNA will hold all rights accorded to it under the NMTC Transaction and Unwind Structure, and that all NMTC Assets are free and clear of all Liens and Liabilities from all parties other than the NMTC Third Parties as created by the Existing NMTC Structure, as amended and continued by MNA pursuant to the terms of the NMTC Transaction and Unwind Structure; and

(g) Authorize CGI to consummate and close the transaction contemplated by this Agreement (including undertaking further actions as contemplated by Section 4.6 and Section 8.3).

3.3 Closing Date and Place. The parties agree to close the transactions set forth herein, and to execute and deliver to each other all closing documents required by Section 6

("Closing") no later than June 1, 2018, to be held at the offices of the Escrow Agent in Grand Rapids, Michigan, or such other place as is mutually agreed to by MNA and CGI, provided that Closing will be delayed as necessary to satisfy the NMTC related contingency described in Section 4.3, and the contingencies described in Section 5.3. If any contingency delays the Closing, then Closing will occur as soon as possible (within 5 business days) following the satisfaction of such contingency, the actual date to be noticed by MNA to CGI at least 48 hours in advance.

#### 4. NMTC Transaction

4.1 Background on the Existing NMTC Facility; Necessary Inclusion. CGI created its Affiliates for the purposes of entering into the Existing NMTC Structure, and entered into the NMTC facility on November 5, 2012. The Existing NMTC Structure is shown on Exhibit D. As shown thereon, the Existing NMTC Structure is a complex, tax-driven structure which resulted in the proceeds of a federal tax credit (net of approximately \$3,188,276; see items 6 and 7 on Exhibit D) to CGI. This credit and structure permitted CGI (through its Affiliate, CGIS) to construct a new manufacturing facility on the Real Estate and to acquire various pieces of equipment and machinery, all of which are covered by the Operating Lease.

(a) NMTC Treatment Necessary to Present Transaction; Statement of Background for the Court and Third Parties. CGI's pre-Closing assets are intertwined with the NMTC to the extent that navigating and ultimately unwinding the NMTC is necessary to permit any meaningful transaction involving CGI's assets. Without limitation, key portions of the Real Estate are encumbered by the Ground Lease and Operating Lease, and the same are also (together with the most valuable portions of the Real Estate, improvements thereon, and key assets) subject to the NMTC Security Interests. As reflected on Exhibit D and Schedule 1.1(hh), the NMTC Third Parties have vested (and secured) interests under the Existing NMTC Structure, and a recapture event under the NMTC would result in a material liability (including without limitation the full recapture of the total NMTC tax credit amount of \$4,485,000; see item 7 on page 1 of Exhibit D) which is likewise secured by the NMTC Security Interests and as such, would be the obligation of CGI and its Affiliates. Accordingly, avoiding a default of the Existing NMTC Structure is necessary and a vested interest of CGI (as well as its Affiliates), and properly unwinding the Existing NMTC Structure is the only viable option for a transaction for the sale and acquisition of the assets of CGI.

4.2 NMTC Unwind Structure; General Description. MNA has invested significant time and resources into the development of the NMTC Transaction and Unwind Structure in coordination with specialized legal counsel and consultants. The NMTC Transaction and Unwind Structure allows for and effects the conveyance of all NMTC Assets to MNA on the ultimate and timely unwind of (through the completion of) the NMTC Transaction and Unwind Structure in the manner described on Exhibit E, and provides for the maintenance of the necessary portions of the Existing NMTC Structure to avoid default remedies reserved to the NMTC Third Parties.

4.3 Closing Requirements and Contingency. Promptly upon execution of this Agreement, the parties will undertake the following with respect to the NMTC Transaction and Unwind Structure, subject to the terms of the Affiliate Agreement:

(a) Unwind Documents and Consents. MNA will diligently undertake and complete the drafting and preparation of all NMTC Unwind Documents and obtaining all NMTC Unwind Consents reasonably required by MNA's tax counsel, as contemplated in Exhibit E. As of the date of this Agreement, the anticipated primary NMTC Unwind Documents and NMTC Unwind Consents are listed on Schedule 4.3(a). This list may be expanded prior to Closing by MNA in its sole discretion so long as the additional documents or consents are contemplated or reasonably necessary under the NMTC Transaction and Unwind Structure as attached at Exhibit E, with other requirements addressed under Section 4.4. All NMTC Unwind Documents and NMTC Unwind Consents, as so determined, must be finalized, agreed upon pursuant to the following subsection (b), and executed at or prior to Closing. Certain of the NMTC Unwind Documents and NMTC Unwind Consents will be held in escrow until the unwind in November or December of 2019 pursuant to the Escrow Agreement; those presently anticipated as such are further identified on Schedule 4.3(a).

(b) NMTC Third Party Approval. As part of the foregoing, and without limitation, the NMTC Third Parties must consent to NMTC Transaction and Unwind Structure as attached at Exhibit E (and all transactions and NMTC Unwind Documents and NMTC Unwind Consents contemplated therein and determined as above), with any material changes required by the NMTC Third Parties to be addressed and adopted pursuant to Section 4.4 below.

(c) US Bank Releases. As part of the foregoing, US Bank must specifically agree to release its pledge and security interest arising from Leveraged Loan, and any and all of the Investment Fund loan documentation.

(d) Cure of Existing Defaults. CGI and its Affiliates must cure or resolve any defaults under the Existing NMTC Structure (payment or otherwise) to the satisfaction of MNA (and in a manner that satisfies the NMTC Third Parties).

(e) Tax Returns. CGI and both Affiliates must file all of its delinquent tax returns and demonstrate there is no tax liability or any unpaid tax liability.

(f) Affiliate Consent and Cooperation. Acknowledging that CGI's Affiliates are material stakeholders in the Existing NMTC Structure, and required to participate and consent to give effect to the NMTC Transaction and Unwind Structure, CGI's Affiliates must execute and deliver this Agreement to MNA together with CGI (consenting to and agreeing to be bound by all terms and conditions of this Agreement affecting them). Additionally, and without limiting the foregoing, CGI will also promptly procure and deliver to MNA: (i) resolutions of the Manager of CGIS (which is CGIP), the Board of Managers of CGIP, as well as consents of the members of CGIP, and such other consents and authorizations as MNA reasonably requires to demonstrate that the Affiliates fully consent to this Agreement, all transactions set forth herein, and specifically the NMTC Transaction and Unwind Structure; (ii) all such resolutions must



authorize, adopt, and approve the terms of this Agreement, all transactions set forth herein, and specifically the NMTC Transaction and Unwind Structure Term Sheet, and (iii) give Eric MacLeod authority to negotiate, execute and deliver all NMTC Unwind Documents and all other closing deliveries to be made hereunder.

(g) Closing Contingency. Closing is contingent upon and will be delayed as necessary to meet the foregoing requirements. If the foregoing is not complete by the time Closing would otherwise occur under Section 3.3, MNA may notice said fact in writing, stating with reasonable specificity those items which remain outstanding and required. The parties will cooperate and work in earnest to meet all of the foregoing requirements as soon as possible and to proceed to Closing. If Closing is delayed under this section, as soon as the foregoing contingency is satisfied MNA will promptly proceed to Closing, noticing the same in the manner specified in Section 3.3.

4.4 Changes to the Structure. If, by way of dealing with any NMTC Third Parties under Section 4.3, any of the NMTC Third Parties require a material change to the NMTC Transaction and Unwind Structure, the parties will work in good faith to accommodate and agree to the same. The parties have agreed to the NMTC Transaction and Unwind Structure attached as Exhibit E. MNA may unilaterally approve changes in the NMTC Transaction and Unwind Structure that do not have any material negative effect or change the net position or liabilities of CGI or its Affiliates thereunder. Any other (material) change to the NMTC Transaction and Unwind Structure will require the consent of CGI and MNA, not to be unreasonably withheld (neither party will unreasonably withhold consent to any structure alteration which does not materially change the net position of such party).

4.5 Survival Requirement. CGI and CGIS (the legal, business entities) must remain in existence in good standing (CGI under the purview of the Bankruptcy Court and Sale Order) and be current with all tax filings and obligations for the purpose of and through the conclusion of the NMTC unwind in November or December of 2019, as such unwind is determined and conducted by MNA. The obligations contained in this Section 4.5, are expressly contingent upon MNA paying all costs and expenses of administration for CGI and CGIS (including the preparation of tax returns and filing of annual reports) during this unwind period, up to \$2,500 per year. If CGI or CGIS fail to comply with the foregoing, MNA may (but need not) after making a written demand for cure to the defaulting party (and allowing 10 days after such notice for cure), thereafter make such filing on behalf of the defaulting party as its authorized agent, and CGI and CGIS each hereby grant to MNA a power of attorney to make any such filings on their behalf as are necessary to comply with this section.

4.6 Further Actions. Without limiting the provisions of Section 8.3 concerning further actions to effect Closing and the transactions contemplated herein, CGI and its Affiliates agree to take such further actions as are reasonably necessary to document and effect the NMTC Transaction and Unwind Structure. This may include additional NMTC Unwind Documents and NMTC Unwind Consents (in accordance with Section 4.3(a) or Section 4.4), as determined in accordance with those sections, and may likewise include NMTC Unwind Documents and NMTC Unwind Consents to be held in an escrow pursuant to an additional Escrow Agreement.

5. Limited Due Diligence and Closing Contingencies

5.1 Title. The Title Commitment is acknowledged and all references in this section refer to the specified section of the Title Commitment. Subject and subordinate to the requirements of Section 2.4 which are not limited in any way by this section, MNA accepts the condition of title reflected in the Title Commitment as follows (meant solely to deal with title issues in this Agreement rather than to reserve an additional contingency):

(a) Requirements. All Schedule B, Section I Requirements must be satisfied without exception prior to or at Closing, and CGI and the Affiliates will cooperate as required to do so. This includes, without limitation: (i) CGI must make and deliver the Owner's Affidavit at Closing to satisfy item 7, (ii) CGI must provide the resolutions required to satisfy item 14, (iii) CGI must cooperate with MNA to satisfy item 15, and (iv) CGI must (either directly or through the substance of the Sale Order) satisfy and discharge Requirement items 5, 6, and 8-13.

(b) Exceptions: CGI Required to Discharge. As to the Schedule B, Section II Exceptions, MNA objects to and CGI must (either directly or through the substance of the Sale Order) satisfy and discharge items 10-21, items 42-44, and items 46-47.

(c) Standard Exceptions: Cooperation to Discharge. All standard exceptions (Schedule B, Section II, items 1-9) must be removed from the Title Policy prior to or at Closing at MNA's sole cost, and CGI and the Affiliates will cooperate as required to do so.

(d) Exceptions Permitted to Remain. Exception items 41 and 45 are permitted to remain and are treated under the NMTC Transaction and Unwind Structure. Exception items 22-40 are likewise not objected to by MNA.

(e) No Further Due Diligence. Subject to the requirements of Section 2.4, Section 3.2, and the foregoing subsections being met and satisfied, no Closing contingency is reserved as to title.

5.2 Survey. The parties acknowledge the Survey and no Closing contingency is reserved as to survey, provided that MNA will have the right to have the Survey updated at its sole cost and expense if required by the Title Company to remove standard exceptions related to survey, or if required by any or other party whose consent is required hereunder (such an NMTC Third Party or the Michigan DEQ, etc.).

5.3 Environmental Contingencies. The parties acknowledge that: (a) the Real Estate is a known "facility" as defined by Section 20101(1)(s) of Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101(1)(s), as a result of one or more releases of hazardous substances ("Contamination"); (b) CGI is bound by the terms and conditions of a certain Consent Order (WMD Order No. 31-03-01), effective March 27, 2001, between CGI and the Michigan Department of Environmental Quality ("Consent Order"); (c) CGI has operated under that certain Groundwater Discharge Permit No. GW1810161 from the DEQ, effective on January 24, 2013, as extended pursuant to a renewal application dated April 29, 2017 ("Wastewater Permit"); (d) on January 30, 2018, the DEQ

issued a Notice of Violation related to the Wastewater Permit and Consent Order, which has not been resolved ("**NOV**"); (e) post-Closing and until a new mechanical wastewater treatment facility ("**New WWTF**") can be constructed and permitted by MNA, its operations require continuing discharge authorization from the DEQ to dispose of wastewater generated from its operations through use of the existing spray/sparge wastewater facility historically used by CGI ("**Old WWTF**"); and (f) the U.S. Environmental Protection Agency ("**EPA**") has filed a Proof of Claim in the Bankruptcy Case, dated February 27, 2018 ("**EPA Claim**"), seeking penalties and reserving potential injunctive relief under 42 U.S.C. § 7401 *et seq.*, the Clean Air Act ("**CAA**"), arising from CGI's operation of the Ammonia Charged System (as defined below). In light of the preceding acknowledgments, the parties agree to the following, all of which are conditions precedent to MNA's obligation to consummate the transaction contemplated under this Agreement:

(a) CGI and MNA are currently in discussions with the DEQ concerning past and future compliance with the Consent Order and Wastewater Permit, and the conditions, requirements and funding of activities required by CGI's Long Term Interim Response Activity Plan ("**LTIRA**"), dated February 2012. Each party agrees to keep the other reasonably informed of its discussions with the DEQ and the Attorney General's office, if any, and to provide each other with copies of any and all written proposals or drafts of agreements, orders or settlements that are intended to be presented to the DEQ or the Attorney General's office for consideration, sufficiently in advance of the submittal to permit each party a reasonable opportunity to review and provide comments to the same. CGI and MNA acknowledge and agree that their respective obligations to consummate the transactions contemplated under this Agreement are contingent on CGI's and MNA's satisfaction, in their respective discretion, with any agreement, order or settlement with the DEQ related to the Consent Order, the Wastewater Permit or the LTIRA; and provided that CGI will provide the Official Committee of Unsecured Creditors of CGI with 5 business days' prior written notice and opportunity to object to any such agreement, order or settlement with the DEQ related to the Consent Order, the Wastewater Permit or the LTIRA or other resolution of the DEQ's claims in the chapter 11 case; provided that the Committee of Unsecured Creditors of CGI may only make objections based on a reduction of the proceeds (caused by such agreement, order, or settlement) of the estate of the CGI Bankruptcy that was otherwise anticipated to be available to unsecured creditors.

(b) A large, partially decommissioned, anhydrous ammonia-charged system formerly used by CGI for cold storage and production is located at the Real Estate. This system, including all of its associated parts, tanks, pumps, pipes and the ammonia charge shall be referred to in this Agreement as the "**Ammonia-Charged System**" or "**ACS**." As a result of alleged violations of the CAA and associated regulations by CGI, the EPA filed the EPA Claim, a copy of which is attached hereto as Exhibit G. As soon as practicable, CGI, at its sole cost, shall complete the "**ACS Decommission**." For purposes of this Agreement, the ACS Decommission means the proper and safe decommission of the Ammonia-Charged System, in accordance with all federal, state and local laws and ordinances, including but not limited to, disabling the system and removing from the Real Estate all ammonia and hazardous substances/components related to the ACS or, alternately, the complete removal of the ACS from the Real Estate. Upon completion of the ACS Decommission, CGI shall promptly deliver to

MNA documentation of the ACS Decommission. CGI acknowledges and agrees that MNA's obligation to consummate the transaction contemplated under this Agreement is contingent on CGI's satisfactory completion of the tasks set forth above. The parties further acknowledge and agree the ACS Decommission shall eliminate cold storage at the Real Property. CGI shall provide three days' notice to MNA prior to the commencement of the ACS Decommission so that MNA, in its discretion, may relocate any of its refrigerated inventory from the ACS to a suitable location.

(c) CGI shall provide MNA access to the Real Estate until through Closing (the "***Due Diligence Period***") to conduct and complete, at MNA's sole expense, such environmental investigations and testing, including but not limited to, soil and water sampling, Phase I, Phase II, Baseline Environmental Assessments ("***BEA***"), and Documentation of Due Care Compliance ("***DDCC***"), (all such testing shall be the "***Due Diligence Investigation***"). MNA shall provide to CGI's legal counsel copies of all environmental reports and test results obtained during the Due Diligence Investigation. If such environmental testing and investigation reveals conditions that were previously unknown to MNA that materially impair the value of the Real Estate, MNA shall give written notice of such conditions to CGI's legal counsel prior to the end of the Due Diligence Period or any such condition or impact shall be deemed forever waived. If such notice is properly provided and the parties are not able to resolve such conditions or impacts through a mutually satisfactory arrangement, then, upon further written notice to CGI's legal counsel, MNA may terminate this Agreement. MNA, at its expense, shall reasonably restore the Real Estate to the condition in which it existed prior to the Due Diligence Investigation.

(d) MNA shall have received all agreements, consents, releases, permits and any other documentation of compliance, as deemed necessary by MNA's environmental legal counsel, related to any or all of the following: (i) the Consent Order, the Wastewater Permit, the NOV, the existing Contamination and the EPA Claim; (ii) MNA's construction of the New WWTF; and (iii) MNA's interim use of the Old WWTF post-closing, pending construction of the New WWTF.

## **6. Closing Agreements and Deliveries**

6.1 **Title Related Documents.** At Closing, MNA will purchase an ALTA owners policy of title insurance to be issued pursuant to the Title Commitment, in an amount to be determined by MNA. While MNA will pay for the owner's policy, CGI (and its Affiliates) will cooperate as necessary to cause the title company to issue the policy, including as to the removal of standard exceptions. Accordingly, and without limitation, CGI will cause the satisfaction of all requirements pertaining to it, and will execute and deliver an owner's affidavit.

6.2 **Taxes.** All taxes and special assessments of whatever nature and kind on any of the Purchased Assets which have become due and payable or are delinquent as of the date of Closing shall be paid and discharged by CGI at or prior to Closing (including all taxes from 2017 and prior), together with payment by CGI for all 2018 taxes relating to the period prior to and through Closing (based on a calendar year proration assuming taxes for 2018 are those arising in

2018 notwithstanding that some may be due and payable in 2019). Taxes and assessments on the Purchased Assets from and after Closing will be the responsibility of MNA.

6.3 Supply Agreement. Effective upon Closing, the Supply Agreement is terminated and of no further effect, provided that all monies due thereunder from MNA to CGI shall be paid in full on or before Closing including, without limitation, a termination fee in the amount of \$75,000 payable by MNA to CGI which the parties agree is a separate and independent consideration intended to offset, reimburse and compensate CGI for any costs and expenses incurred by CGI related to the wind-down of its obligations under the Supply Agreement.

6.4 Closing Deliveries. The parties will execute and deliver to each other at Closing all documentation specified or contemplated by this Agreement, including without limitation the following:

- (a) CGI will execute and deliver the Deed to MNA;
- (b) CGI and CGIS will execute and deliver the Bill of Sale to MNA;
- (c) MNA, CGI, and the Affiliates will execute and deliver to each other the NMTC Unwind Documents and any other instrument required by MNA or any NMTC Third Party to effect the NMTC Transaction and Unwind Structure, all in accordance with Section 4.3;
- (d) MNA will deliver the Purchase Price to CGI;
- (e) MNA, CGI, the Affiliates, and the Escrow Agent will execute and deliver to each other party the Escrow Agreement.
- (f) CGI will deliver and endorse to MNA, any physical titles for any Purchased Asset which is titled;
- (g) CGI will, at Closing or promptly after, turn over to MNA all records, maintenance logs, manuals, spare parts, other items related to the Real Estate and the CGI Assets, and or any fixture, system, or feature thereof;
- (h) MNA, CGI, the Affiliates will each execute and deliver any other items reasonably requested by another party to fulfill the terms and transactions set forth in this Agreement. Without limitation, this includes all resolutions and consents of CGI and the Affiliates contemplated under Section 4.3(f), and any consent or instrument MNA may require under Section 5.3.

6.5 Other Closing Costs. MNA will be responsible for the cost of its Title Policy and for the costs of recording the deed and any other recorded documents. CGI will pay any state and county transfer taxes on the conveyance of the Real Estate due on the first \$3,920,000 of Purchase Price allocated to the Real Estate under Section 2.2, with MNA paying transfer taxes due on any amount allocated in excess of this amount.

7. Representations and Warranties

7.1 By CGI and Affiliates. In order to induce MNA to enter into this Agreement, CGI (and its Affiliates where named), make the following representations and warranties, each of which is independently material and to be relied upon by MNA, regardless of any investigation made by or information known to MNA, to be true, correct and complete as of the Closing:

(a) Organization, Good Standing, and Continuation. CGI and the Affiliates are duly organized, validly existing and in good standing under the laws of the state of Michigan, have filed and will file with the state all annual reports required to be filed by it, have not filed articles of dissolution, and have a perpetual period of existence. CGI and the Affiliates will maintain their existence in good standing until the earlier of December 31, 2019 or the completion of the NMTC Transaction and Unwind Structure.

(b) Title. Immediately prior to Closing, the Purchased Assets will be free and clear of all Liens and Liabilities except as provided in Section 2.4.

(c) Conflicting Obligations; Consents. Once approved by the Bankruptcy Court through the Sale Order, the execution and delivery of this Agreement will not conflict with any document, instrument, governing document, covenant, or obligation of CGI or an Affiliate. Other than the Bankruptcy Court (and the NMTC Third Parties as to the NMTC Transaction and Unwind Structure), no third-party consents, approvals or authorizations are necessary for CGI and its Affiliates to close and perform this Agreement, or to enable MNA to enjoy the full title and benefit of any and all of the Purchased Assets.

(d) Enforceability. This Agreement is a valid and binding obligation of CGI enforceable against CGI in accordance with its terms. As to provisions of this Agreement which apply to one or both Affiliates and or require their consent or involvement, said provisions of this Agreement are the valid and binding obligations of each Affiliate enforceable against it in accordance with its terms.

(e) Authorization. Other than the approval of the Bankruptcy Court, CGI and each Affiliate have all necessary power and authority to enter into and perform the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the performance of all obligations hereunder have been duly approved by CGI's Board of Directors, CGIS' manager (CGIP for CGIS as manager), and the Board of Managers of CGIP.

(f) Assets. The schedules describing the CGI Assets (Schedule 1.1(n)), the Debtor Retained Property (Schedule 1.1(u)), and the NMTC Assets (Schedule 1.1 (ii)) are complete and agreed upon. CGI and the Affiliates will participate in the physical inventory and marking of these items, and will take such further action as is necessary to identify and protect the Purchased Assets to ensure their delivery to MNA upon Closing.

(g) Pending Closing. Pending Closing: (i) CGI will continue to perform the Supply Agreement (which is critical to MNA's operations and a material part of the

consideration in MNA entering into this Agreement); (ii) will act with reasonable care and in accordance with good past practice as to preserving all Purchased Assets; and (iii) will at all times comply with the Wastewater Permit and the Consent Order (and any further order or directive of the DEQ as to either or their subject matter).

(h) Taxes. Upon entry of the Court's Sale Order, all of CGI's tax liabilities will be satisfied in full. CGI and their Affiliates will timely file all tax returns as required by Section 4.3(c) and throughout the end of the NMTC Transaction and Unwind Structure (through 2019).

(i) Brokerage. Neither CGI nor any Affiliate has incurred or made commitments for any brokerage, finders' or similar fee in connection with the transaction contemplated by this Agreement.

7.2 By MNA. MNA makes the following representations and warranties each of which is independently material and is to be relied upon by CGI, regardless of any investigation made by, or information known to, CGI.

(a) Organization. MNA is a corporation duly organized, validly existing, and in good standing under the laws of the state of New York.

(b) Enforceability; Conflicting Obligations. This Agreement is the valid and binding obligation of MNA enforceable against it in accordance with its terms. The execution and delivery of this Agreement does not, and the consummation of the purchase of the Purchased Assets does not conflict with or violate any provision of the Governing Documents of MNA, nor any provisions of, or result in the acceleration of, any obligation of MNA.

(c) Authorization. MNA has all necessary power and authority to enter into and perform the transactions contemplated herein in accordance with the terms and conditions hereof.

(d) Brokerage. MNA has not incurred nor made a commitment for any brokerage, finders or similar fee in connection with the transactions contemplated by this Agreement.

(e) Funding. MNA has adequate funds to pay the Purchase Price without lender involvement or Closing contingency.

(f) Pending Closing. Pending Closing: (i) MNA will continue to perform the Supply Agreement (which is a material part of the consideration in CGI entering into this Agreement); (ii) will act with reasonable care and in accordance with good past practice.

## 8. Other Agreements

8.1 Nonuse, Confidentiality, Nonsolicitation. CGI and its Affiliates have, pursuant to the business conducted with MNA under the Supply Agreement as well as by working toward

this Agreement, gained inside knowledge of MNA, its operations, and its products. All such information which is not generally known to the public is "**Confidential Information**" of MNA. In consideration of the transactions set forth herein, CGI and both Affiliates hereby covenant and agree: (a) not to use any of MNA's Confidential Information for any purpose, directly or indirectly, including for competing with or aiding a competitor of MNA, (b) not to disclose any of MNA's Confidential Information to any third party for any or no purpose, and (c) not to solicit any party learned of due to exposure to Confidential Information or the conduct of its relationship with MNA, provided that this will not prohibit CGIP from doing business with parties it knows or already does business with for any separate apple or cherry related business.

8.2 Employees. MNA is free to hire or engage any former employee of CGI or its Affiliates. MNA may only solicit, hire or engage current CGI employees upon the prior written consent of CGI, provided that the following will apply with respect to Dan Arnold of CGI ("**Arnold**"): From the date of this Purchase Agreement through Closing, and so long as Arnold is employed by CGI to enable CGI to perform its obligations under the Supply Agreement, MNA will not employ Arnold. If CGI terminates Arnold's employment at any time, and upon Closing without regard to termination of his employment, MNA may at any time thereafter hire or engage Arnold without restriction. The foregoing will not prohibit MNA from engaging in discussions or entering into agreements with Arnold prior to and pending Closing, so long as the term of employment or engagement with MNA does not begin before Closing or Arnold's earlier termination by CGI.

8.3 Further Actions. Upon request, the parties to this Agreement will execute and deliver such other agreements, instruments and other documents and take other actions as may be reasonably necessary to more effectively and fully transfer and vest in MNA title to the Purchased Assets and or to otherwise carry out the terms and conditions of this Agreement.

8.4 Expenses. Except as specifically set forth herein to the contrary, each party will bear its own expenses in the preparation and Closing of this Agreement, and all efforts and undertakings made in connection herewith.

8.5 Sale or Auction of Debtor Retained Property. It is anticipated that the Debtor Retained Property at the Real Estate will be sold by auction by CGI to third party purchasers. Whether done before or after Closing, CGI will oversee and be responsible for all such parties, will ensure that the removal of any Debtor Retained Property is done in a reasonable manner and in compliance with good industry practice, causing no damage to the Real Estate or the buildings or improvements thereon, and will promptly repair and restore any such damage caused by such removal or third parties. No access will be given to any party to areas of the Real Estate occupied solely by MNA unless with MNA's prior written consent and in such case, subject to such agreements (nondisclosure, etc.) as MNA may require. If the auction and or the removal process occurs after the Closing, MNA shall provide access to the Real Estate to complete the auction and shall not interfere with the removal process. Any third parties (other than the auctioneer) involved in the auction and removal process shall provide to MNA proof of insurance indicating adequate coverage in the event of any damage caused to any buildings or the Real Estate during the removal process.



8.6 Performance of Supply Agreement. Until Closing, the parties will continue their course of dealing uninterrupted and MNA's operations on the Real Estate will not be limited or disturbed in any way by CGI or any party acting through CGI. As above in Section 6.3, the Supply Agreement will be automatically cancelled and terminated as of Closing, and automatically upon such termination MNA and CGI (and the Affiliates to the extent any may claim any interest therein) will be deemed to have released and waived against the other all claims relating to the Supply Agreement. It is understood that CGI has ceased operations as part of the Bankruptcy Case, which is permissible so long as CGI continues to deliver all services and meet all obligations of the Supply Agreement.

8.7 Survival. Aspects of this Agreement which contemplate ongoing obligations by nature will survive the Closing. This includes, without limitation, ongoing compliance with the NMTC Transaction and Unwind Structure by all parties according to Section 4, as well as Section 7.1, and this entire Section 8.

8.8 Risk of Loss. The risk of loss of the Purchased Assets will remain with CGI pending Closing, provided that each party will maintain insurance coverage in accordance with its course of dealing prior to this Agreement.

## 9. General Terms

9.1 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. This Agreement may not be assigned, however, in whole or in part, by any party without the prior written consent of the others except that MNA may assign this Agreement in whole or in part to any subsidiary or affiliate of MNA for the purpose of taking title to the Real Estate (or any portion thereof) or the Purchased Assets in the name of such subsidiary or affiliate upon notice to CGI, provided that MNA shall continue to remain obligated hereunder despite any such assignment.

9.2 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the state of Michigan (regardless of any conflict of laws principles of any state), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

9.3 Notices. All notices to a party must be in writing and delivered in a commercially reasonable manner with evidence of sending being the responsibility of the party giving notice. With evidence demonstrating service, the party being noticed will be charged with service: (a) immediately upon hand delivery or acknowledged email (b) one day after deposit with a nationally recognized overnight courier service, or (c) three days after deposit in first class mail, return receipt requested.

9.4 Counterparts/Electronic Signatures. This Agreement may be executed in multiple counterparts and executed and delivered by facsimile, email, or other electronic means, and each

such counterpart will be a valid and binding execution and delivery hereof; together all counterparts will constitute one and the same instrument.

9.5 Headings, Exhibits, and Schedules. All headings in this Agreement are for convenience only and will not modify or affect the construction or interpretation of any provision of this Agreement. All exhibits and schedules are a part of this Agreement, and incorporated herein as though stated in full in the body of this Agreement.

9.6 Amendment, Modification and Waiver. This Agreement may not be modified, amended or supplemented except by the written agreement of all the parties. Any waiver by a party of any term or condition contained in this Agreement must be in writing in order to be effective and no waiver by any party will be deemed or construed to be a further or continuing waiver. Each amendment, modification, supplement or waiver must be in writing and signed by the party or the parties to be charged with the same.

9.7 Entire Agreement. This Agreement and the exhibits and schedules attached hereto represent the entire agreement of the parties with respect to its subject matter and any and all other prior or contemporaneous agreements, statements or understandings among the parties related to the subject matter, whether written or oral, are superseded in their entirety by and merged into this Agreement.

9.8 Third-Party Beneficiaries. No third parties are intended to benefit from this Agreement, and no third-party beneficiary rights will be implied from anything contained in this Agreement.

9.9 Negotiated Agreement. This Agreement is the product of negotiation by and between the parties, and therefore, the rule of construction that a contract be construed against its drafter shall not be applicable in construing this Agreement.

*[Signature page follows]*

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

MNA:

MATERNE NORTH AMERICA, CORP., a  
New York corporation

By: 

Daniel BACHEVIER

Its: 

Eric MacLeod  
CFO

CGI:

CHERRY GROWERS, INC., a Michigan  
corporation

By: 

Eric MacLeod

Its: 

President / General Mgr

CGIS:

CGI SERVICES, LLC, a Michigan limited  
liability company

By: CGI Processing, LLC  
Its: Manager

By: 

DAN SWEENEY

Its: PRESIDENT

PRESIDENT

CGIP:

CGI PROCESSING, LLC, a Michigan  
limited liability company

By: 

DAN SWEENEY

Its: PRESIDENT

PRESIDENT

Attachments:

EXHIBITS

- A: Bill of Sale
- B: Deed
- C: [Reserved]
- D: Existing NMTC Structure
- E: NMTC Transaction and Unwind Structure
- F: Affiliate Agreement
- G: EPA Claim

SCHEDULES

- 1.1(n): CGI Assets (being purchased)
- 1.1(u): Debtor Retained Property
- 1.1(hh): List of existing NMTC documents
- 1.1(ii): NMTC Assets (being purchased)
- 1.1(yy): Real Estate Survey
- 4.3(a): Anticipated NMTC Unwind Documents and NMTC Unwind Consents

Exhibit A

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

BILL OF SALE

[attached]

## BILL OF SALE

THIS BILL OF SALE (this "*Instrument*") is made effective as of \_\_\_\_\_, 2018, by CHERRY GROWERS, INC., a Michigan corporation and debtor in possession in case # 17-04127 U.S. Bankruptcy Court Western District of Michigan ("*CGI*") and CGI SERVICES, LLC, a Michigan limited liability company ("*CGIS*") (CGI and CGIS are collectively referred to as "*Assignor*") to and in favor of MATERNE NORTH AMERICA, CORP., a New York corporation ("*Assignee*").

### Background

A. This Instrument is made pursuant to and upon the Closing of that certain Purchase Agreement dated April 3, 2018, between Assignor and Assignee (the "*Purchase Agreement*").

B. This Instrument is Exhibit A to the Purchase Agreement, and the Purchase Agreement is fully incorporated by reference herein (together with its exhibits and schedules). Capitalized and italicized terms used but not defined herein have the meanings given to such terms in the Purchase Agreement.

### Assignment and Conveyance

FOR AND IN CONSIDERATION of the sums paid pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms and irrevocably acts as follows:

CGI has bargained and sold, and by this Instrument does hereby transfer, assign, deliver, grant, convey and warrant to Assignee, and its successors and assigns, all right, title and interest in and to the *CGI Assets*, specifically including all items listed in the attached Schedule 1.1(n), free and clear of any and all *Liens and Liabilities*;

CGI has bargained and sold, and by this Instrument does hereby transfer, assign, deliver, grant, convey and warrant to Assignee, and its successors and assigns, free and clear of any and all *Liens and Liabilities* (other than as contemplated in the *NMTC Transaction and Unwind Structure*) all right, title and interest in and to all *NMTC Rights* held by CGI;

CGIS has bargained and sold, and by this Instrument does hereby transfer, assign, deliver, grant, convey and warrant to Assignee, and its successors and assigns, free and clear of any and all *Liens and Liabilities* (other than as contemplated in the *NMTC Transaction and Unwind Structure*) all right, title and interest in and to all *NMTC Rights* held by CGIS;

CGIS has bargained and sold, and by this Instrument does hereby transfer, assign, deliver, grant, convey and warrant to Assignee, and its successors and assigns, all *NMTC Assets*, free and clear of any and all *Liens and Liabilities* (subject only to the completion of the *NMTC Transaction and Unwind Structure* as contemplated in the Purchase Agreement).

This Instrument conveys to Assignee the right to have and to hold all of the named assets and rights for itself and its successors and assigns, forever; and Assignor, for itself and its successors and assigns, covenants and agrees to fully warrant and defend the sale and conveyance of all such assets and rights as stated herein, against all parties asserting any interest in, or *Liens or Liabilities* with respect to any of the same.

Further, Assignor names and irrevocably constitutes and appoints Assignee, with full power of substitution, the true and lawful attorney-in-fact for Assignor to receive all rights and benefits pertaining to said assets and rights, and to make instruments of transfer, assignment, or otherwise as to the same, whether to vest with Assignee full and good title to all such assets and rights, or otherwise.

Assignor, for itself and its successors and assigns, covenants and agrees that it will at any time and from time to time, at the request of Assignee and its successors and assigns, do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances as Assignee and its successors or assigns shall reasonably require to assure, convey and confirm to Assignee and its successors and assigns full right, title, interest and benefit in and to the conveyed assets and rights and to ensure the proper operation and unwind of the *NMTC Transaction and Unwind Structure* as contemplated in the Purchase Agreement, vesting sole title to all assets and rights (specifically including without limitation all *NMTC Assets*) with Assignor upon said unwind, free and clear of any and all *Liens and Liabilities*. Assignor further covenants to cooperate and participate in the *NMTC Transaction and Unwind Structure* as contemplated in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor hereby executes this Instrument in favor of Assignee, effective upon execution.

**ASSIGNOR:**

**CGI:**

CHERRY GROWERS, INC., a Michigan corporation and debtor in possession in case # 17-04127 U.S. Bankruptcy Court Western District of Michigan

By: \_\_\_\_\_  
Eric MacLeod  
Its: President

**CGIS:**

CGI SERVICES, LLC, a Michigan limited liability company

By: CGI Processing, LLC  
Its: Manager

By: \_\_\_\_\_  
Dan Sweeney  
Its: President

Exhibit B

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

WARRANTY DEED

[attached]

**WARRANTY DEED**

THE GRANTOR: CHERRY GROWERS, INC., a Michigan corporation and  
debtor in possession in case # 17-04127 U.S. Bankruptcy  
Court Western District of Michigan

WHOSE ADDRESS IS: P.O. Box 90, Grawn, Michigan 49637

CONVEYS AND WARRANTS  
TO THE GRANTEE: MATERNE NORTH AMERICA, CORP., a New York  
corporation

WHOSE ADDRESS IS: 6331 US 31 S, Grawn, Michigan 49637

the real estate situated in Green Lake Township, Grand Traverse County, Michigan, legally  
described on Exhibit A attached to this Deed (the "*Premises*"), together with all improvements,  
fixtures, easements, hereditaments and appurtenances associated with the Premises, subject only  
to those matters stated on Exhibit B.

The Deed and the conveyance herein are made for the consideration stated in the Real Estate  
Transfer Tax Valuation Affidavit made and filed in connection herewith. The Grantor grants to  
the Grantee the right to make ALL divisions available under Section 108 of the Land Division  
Act, Act No. 288 of the Public Acts of 1967, as amended.

The Premises may be located within the vicinity of farmland or a farm operation. Generally  
accepted agriculture and management practices which may generate noise, dust, odors, and other  
associated conditions may be used and are protected by the Michigan Right to Farm Act.

**GRANTOR:**

CHERRY GROWERS, INC., a Michigan corporation  
and debtor in possession in case # 17-04127 U.S.  
Bankruptcy Court Western District of Michigan

By: \_\_\_\_\_  
Eric MacLeod  
Its: President



ACKNOWLEDGEMENT

STATE OF MICHIGAN        )  
                                      ) ss.  
COUNTY OF KENT         )

Acknowledged before me in Kent County, Michigan on \_\_\_\_\_, 2018, by Eric MacLeod, the President of Cherry Growers, Inc., a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

\*

Notary Public, Kent County, Michigan  
Acting in the County of Kent, Michigan  
My commission expires: \_\_\_\_\_

DRAFTED BY AND WHEN RECORDED RETURN TO:

Brandon J. Stewart  
Bloom Sluggett, P.C.  
15 Ionia SW, Suite 640  
Grand Rapids, Michigan 49503  
616.965.9344  
brandon@bloomsluggett.com

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

Real property situated in Green Lake Township, Grand Traverse County, Michigan, legally described as:

**Parcel 1** (PPN: 07-012-020-10\*)

East 400 feet of that part of the North half (N1/2) of Southwest quarter (SW1/4) lying South of Highway U.S. 31, Except Railroad Right of Way, Section 12, Town 26 North, Range 12 West.

**Parcel 2** (PPN: 07-120-001-00\*)

The Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4, except Fout's Addition to the Village of Blackwood;

Lots 1 through 10, both inclusive, and Lot 11 except the South 584 feet thereof, Fout's Addition to the Village of Blackwood, including any and all rights grantors may have in the street and alleys in said Fout's Addition, except Right of Way of the Pere Marquette Railroad (now Chesapeake & Ohio Railroad) which lies along the North side of the whole of the North 1/2 of the Southeast 1/4 and further exception a strip of land 66 feet wide, North and South, lying immediately North of and abutting the North line of the South 584 feet of Lot 11 of Fout's Addition and the South line of the Northeast 1/4 of the Southeast 1/4, which strip shall extend Westerly from the East line of the Northeast 1/4 of the Southeast 1/4 for a distance of 726 feet, all being in Section 12, Town 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan.

**Parcel 3** (PPN: 07-012-024-03, formerly 07-012-024-02\*)

The Southwest 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan.

AND

The Southeast 1/4 of the Southwest 1/4 of Section 12, Town 26 North, Range 12 West and the East 1/2 of Southwest 1/4 of Southwest 1/4 of Section 12, Town 26 North, Range 12 West.

**Parcel 4** (PPN: 07-012-022-00\*)

That part of the Northeast 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, described as: A strip of land 66 feet wide, North and South, lying immediately North of and abutting the North line of the South 584 feet of Lot 11 of Fout's Addition to Blackwood and the South line of the Northeast 1/4 of the Southeast 1/4, which strip shall extend Westerly from the East line of the Northeast of the Southeast 1/4 for a distance of 726 feet all being in Section 12, Town 26 North, Range 12 West.

AND

The Southeast 1/4 of the Southeast 1/4 of Section 12, Town 26 North, Range 12 West, except that part lying within the recorded plat of Fout's Addition to Blackwood (plat recorded in Liber 3 of Plats on Page 23), and also except that part of the East 198 feet of the Southeast 1/4 of Section 12 which lies South of the South line of Fout's Addition to Blackwood.

**Parcel 5** (PPN: 07-013-001-00, formerly 07-013-001-00\*)

The North 1/2 of the Northeast 1/4, Section 13, Town 26 North, Range 12 West, except the right of way of the Pere Marquette Railroad (now Chesapeake and Ohio Railroad)

Except: Commencing at the Northeast corner of said Section 13; thence South along East line of said Section 738.87 feet to Point of Beginning; thence South along East line of said section to East and West 1/8 line of said section; thence West 283 feet; thence North parallel to East line of said section to a point 283 feet West of Point of Beginning; thence East 283 feet to Point of Beginning.

**Parcel 5 continued:**

Also. Excepting: The North 6.5 rods of the East 12 rods of said Northeast 1/4.

Further Excepting: The East 313 feet of South 150 feet of North 539 feet of Northeast 1/4 of Northeast 1/4.

Further Excepting: Part of the Northeast 1/4 of the Northeast 1/4 Section 13, Town 26 North, Range 12, West, Green Lake Township, Grand Traverse County, Michigan, more fully described as: Commencing at the Northeast corner of said Section 13; thence South 1320.33 feet along the east line of said Section 13 to a 1/8 corner; thence North 88°30'30" West, 478.5 feet along the North 1/8 line of said Section 13 to the Point of Beginning; thence North 88°30'30" West, 150.00 feet along said North 1/8 line; thence North 435.60 feet parallel with the East line of said Section 13; thence South 88°30'30" East, 150.00 feet parallel with the North 1/8 line of said Section 13; thence South 435.00 feet parallel with the East line of said Section 13 to the Point of Beginning. Subject to the right of way for Fall Road over the Southerly 33 feet thereof.

Further Excepting: Part of the Northeast 1/4, Section 13, Town 26 North, Range 12, West, Green Lake Township, Grand Traverse County, Michigan, more fully described as: Commencing at Northeast corner of said Section 13; thence South 107.25 feet along the East line of said Section 13 to the Point of Beginning; thence continuing South 281.75 feet along said East line; thence North 88°06'32" West, 807.02 feet parallel with the North line of said Section 13; thence North 281.75 feet, parallel with the East line of said Section 13; thence South 88°06'32" East, 807.02 feet parallel with the North line of said Section 13 to the Point of Beginning.

Further Excepting: Part of the Northeast quarter, Section 13, Town 26 North, Range 12 West, more fully described as: Commencing at the Northeast corner of said Section 13; thence South 539.00 feet along the East line of said Section 13 to the Point of Beginning; thence South 199.87 feet along said East line; thence West 749.14 feet; thence North 374.61 feet parallel with the East line of said Section 13; thence South 88°06'32" East, 436.55 feet parallel with the North line of said Section 13; thence South 150.00 feet parallel with said East line; thence South 88°06'32" East 313.00 feet parallel with said North line to the Point of Beginning.

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Northeast 1/4 of the Southwest 1/4 and the South 1/2 of the Northeast 1/4, except the North 600 feet of the South 875 feet of the East 313 feet of the Southeast 1/4 of the Northeast 1/4 and except the South 150 feet of the East 313 feet of the Southeast 1/4 of the Northeast 1/4, all in Section 13, Town 26 North, Range 12 West.

Further Exception: The North 125 feet of the South 275 feet of the East 313 feet of the South 1/2 of the Northeast 1/4, Section 13, Town 26 North, Range 12 West.

The North 1/2 of the Northwest 1/4 of Section 13, Town 26 North, Range 12 West. Subject to an easement along the West 33 feet of the North 400 feet of said parcel for ingress and egress to the West 1/2 of South 1/2 of Southwest 1/4 of Section 12, Town 26 North, Range 12 West.

Further Exception: A parcel of land situated in the Northeast 1/4 of Section 13, Township 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan, being more particularly described as: Commencing at the Northeast corner of said section; thence South 00°32'41" West, along the East section line, 1319.84 feet to the North 1/16th line and being the Point of Beginning; thence North 87°58'03" West along said line, 750.00 feet; thence South 00°32'41" West parallel with the said East section line, 500.00 feet; thence South 88°09'29" East, 437.00 feet; thence North 00°32'41" East parallel with said East section line, 55.00 feet; thence South 87°40'05" East, 313.01 feet to said East section line; thence North 00°32'41" East along said line, 445.18 feet to the Point of Beginning.

**Parcel 5 continued:**

Further Exceptions: A parcel of land situated in the Northeast 1/4 of Section 13, Township 26 North, Range 12 West, Green Lake Township, Grand Traverse County, Michigan, being more particularly described as: Commencing at the Northeast corner of said section; thence South 00°32'41"West along the East section line, 1319.84 feet to the North 1/16th line; thence North 87°58'03"West along said line, 282.98 feet to the Point of Beginning; thence continuing North 87°58'03"West along said line, 190.20 feet; thence North 00°31'34"East, 435.44 feet; thence North 87°59'12"West, 150.00 feet; thence South 00°31'34"West, 435.39 feet to said North 1/16th line; thence North 87°58'03"West along said line, 359.82 feet; thence North 00°32'41"East parallel with the East section line, 225.00 feet; thence North 56°26'27"East, 301.15 feet thence North 38°48'33"East, 226.94 feet; thence South 87°51'14"East, 310.00 feet; thence South 00°32'41"West parallel with said East section line, 581.55 feet to the Point of Beginning.

*(\*Permanent Parcel Numbers are provided for tracking purposes only. To the extent a parcel number conflicts with the above legal description, the parcel number will be disregarded and the legal description of this Deed will control.)*

## EXHIBIT B

The Deed is subject to the following easements, reservations, restrictions, limitations, and matters of record:

- i. Easement in favor of Michigan Consolidated Gas Company recorded in Liber 277, page 345. (As to Parcel 1)
- ii. Easement in favor of Cherryland Rural Electric Cooperative Association recorded in Liber 431, Page 777. (As to Parcel 1)
- iii. Easement in favor of AT&T Communication of Michigan Inc. as recorded in Liber 797, page 831, Instrument No. 2007R-17034 and Judgment recorded in Instrument No. 2007R-13436. (As to Parcel 1)
- iv. Release of Right of Way in favor of the State Highway Commissioners recorded in Liber 119, page 273. (As to Parcel 1)
- v. Railroad Right of Way in favor of Pere Marquette Railroad now Chesapeake & Ohio Railroad. (As to Parcel 1 and 3)
- vi. Rights, title and interest of the State of Michigan in the bed and waters of Youker Lake including land which was formerly the bed of Youker Lake and was created by fill or artificial accretion. (As to Parcel 3)
- vii. The nature, extent or lack of riparian rights or the riparian rights, of other riparian owners and the public in and to the use of the waters of Youker Lake. (As to Parcel 3)
- vii. Right of Way Grant and Roadway Easement in favor of Jordan Development Company, LLC, as recorded in Liber 1760, page 682. (As to Parcel 3)
- vii. Transmission Line Right of Way Easement in favor of Wolverine Power Supply Cooperative, Inc. recorded in Instrument No. 2009R-22015. (As to Parcel 3)
- viii. Right of Way in favor of Northern Michigan Electric Cooperative Association, Inc., as evidenced in Liber 193, page 541. (As to parcel 3 and 4)
- ix. Rights, title and interest of the State of Michigan in the bed and waters of un-named ponds including land which was formerly the bed of un-named ponds and was created by fill or artificial accretion. (As to Parcel 4 and 5)
- x. The nature, extent or lack of riparian rights or the riparian rights, of other riparian owners and the public in and to the use of the waters of un-named ponds. (As to Parcel 4 and 5)
- xi. Terms and conditions of easement(s) for ingress and egress as recorded in Liber 540, page 210. (As to Parcel 3 and 5).
- xii. Easement in favor of Northern Michigan Electric Cooperative Association, Inc., recorded in Liber 192, page 392, Reaffirmation and Amendment of Right of Way Easement Agreement as evidenced in Instrument No. 2011R-16284, Liber 310, page 189 and Liber 310, page 190. (As to Parcel 5)

- xiii. Easement in favor of Michigan Bell Telephone Company recorded in Liber 469, page 851 and Liber 890, page 496. (As to Parcel 5)
- xiv. Easement in favor of Cherryland Rural Electric Cooperative Association recorded in Liber 431, Page 781. (As to Parcel 3 and 5)
- xv. Release of Right of Way in favor of Board of County Road Commissioners of Grand Traverse County recorded in Liber 322, page 695. (As to Parcel 5)
- xvi. Terms and conditions of easement for ingress and egress as evidenced in Liber 465, page 883. (As to Parcel 5)
- xvii. Memorandum of Lease between Cherry Growers, Inc., a Michigan corporation, and CGI Services, LLC, a Michigan limited liability company, dated November 5, 2012 and recorded November 6, 2012 in Instrument No. 2012R-20815. (As to Parcel 3)
- xviii. Leasehold Mortgage from CGI Services, LLC, a Michigan limited liability company, securing Stonehenge Community Development LVIII, LLC, a Delaware limited liability company, dated November 5, 2012, recorded November 6, 2012 in Instrument No. 2012R-20816.

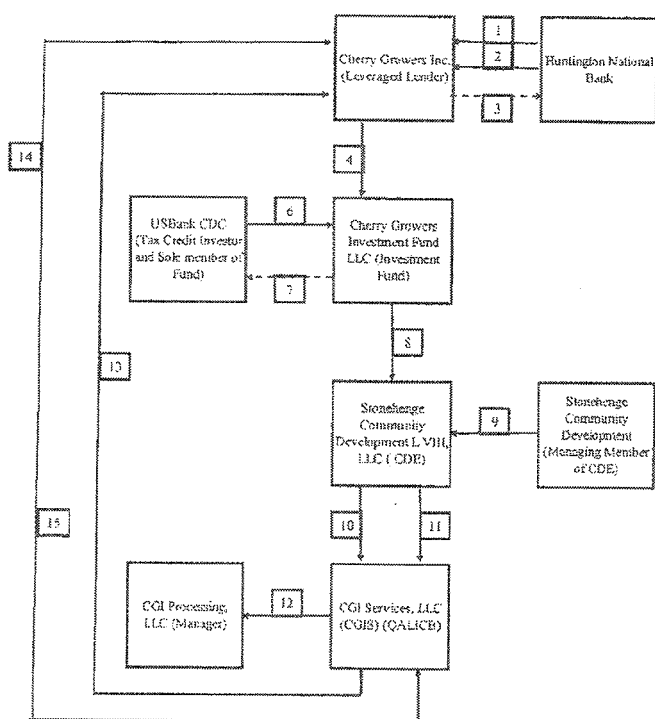
Exhibit D

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

EXISTING NMTC STRUCTURE

[attached]

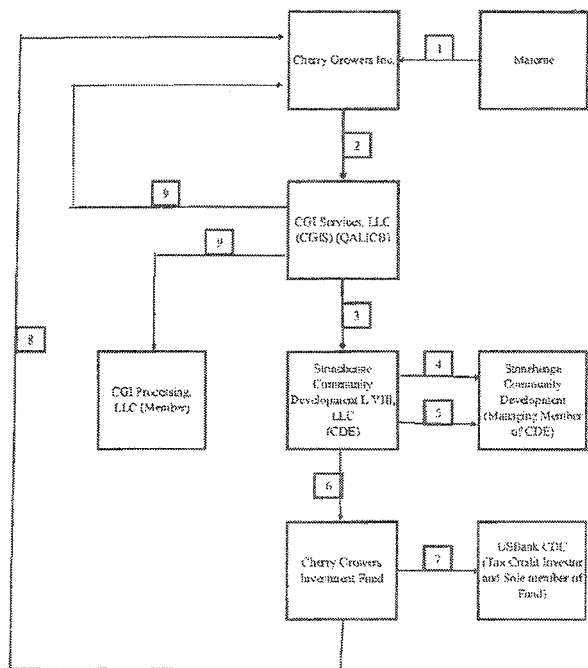
Cherry Growers, Inc.  
Current MNTC Structure  
February 5, 2018



- 1 Huntington \$4.09m Loan to Cherry Growers
- 2 Huntington \$4.39m Loan to Cherry Growers
- 3 Real Estate Mortgage to Huntington on all land
- 4 Cherry Growers' \$8,311,724 Leveraged Loan to Investment Fund ("Leveraged Loan")
- 6 USBank \$3,188,276 Equity Contribution
- 7 \$4.455m of New Markets Tax Credit
- 8 \$11.5m Qualified Equity Investment for a 99.99% Membership Interest in CDE
- 9 \$1.15K Equity Investment for a .01% Managing Membership Interest in CDE
- 10 \$8,311,724 Loan from CDE to QALICE (CDE Note A)
- 11 \$3,188,276 Loan from CDE to QALICE (CDE Note B)
- 12 CGI Processing, LLC 10% Membership Interest in CGIS
- 13 Cherry Growers 50% Membership Interest in CGIS
- 14 "Ground Lease" from Cherry Growers to CGIS (Master Lease)
- 15 Land, Building and Equipment "Operating Lease" from CGIS to Cherry Growers (Leaseback)



Cherry Growers, Inc.  
Current MNTC Cash Flow  
February 5, 2018



- 1 699,000 Rental Payment from Matome to Cherry Growers
- 2 Cherry Growers \$1,068M Operating Rent Lease Payment to CGIS (requires supplement of \$369,000)
- 3 \$470,527 Interest Only Payment from CGIS to CDE on CLIC1 CDE Notes A and B
- 4 \$88,250 to Simshange, Managing Member, for Management, Compliance and Loan Fees
- 5 \$35 Cash Flow Distribution from CDE to Simshange
- 6 \$382,639 Cash Flow Distribution from CDE to Investment Fund
- 7 \$8,606 Management Fee Payment to USBank CDC plus \$11 of Cash Flow
- 8 \$374,628 Interest Payment from Investment to Cherry Growers on the Leveraged Loan
- 9 \$595,175 of Cash Flow Member Distributions: 356,138 to Cherry Growers and \$239,035 to CGI Processing

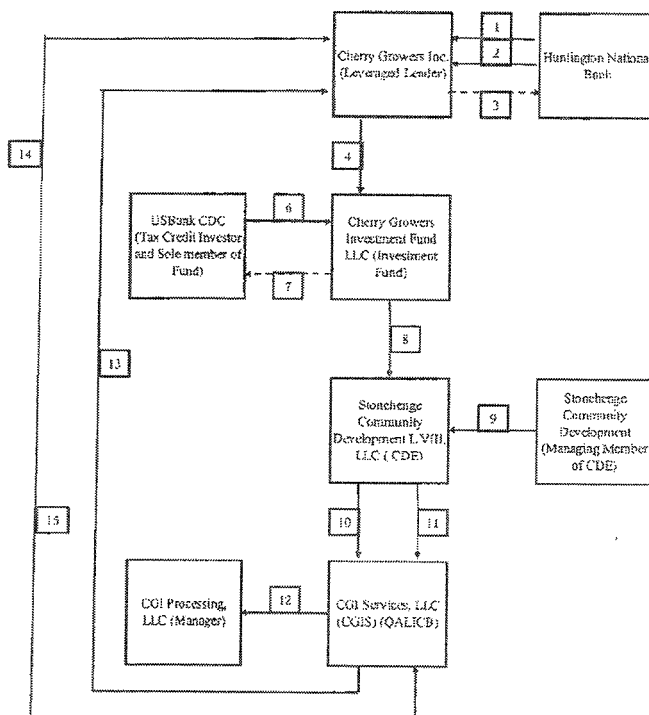
Exhibit E

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

NMTC TRANSACTION AND UNWIND STRUCTURE

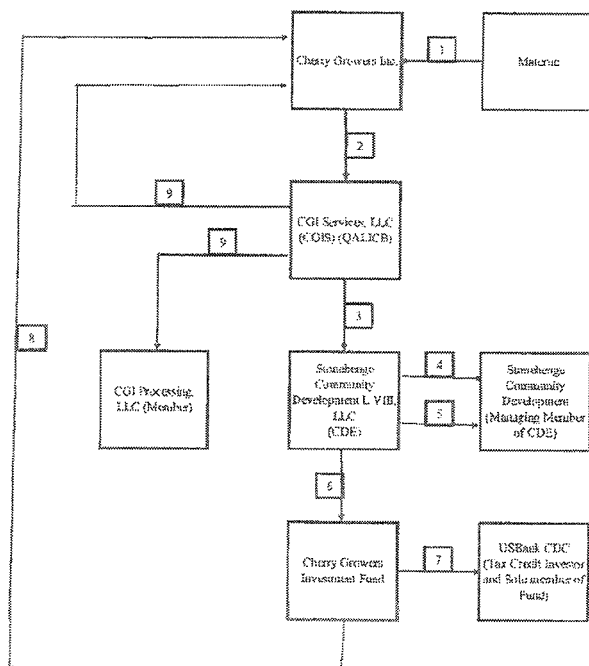
[attached]

Cherry Growers, Inc.  
Current MNTC Structure  
February 5, 2018



- 1 Huntington \$4.09m Loan to Cherry Growers
- 2 Huntington \$4.39m Loan to Cherry Growers
- 3 Real Estate Mortgage to Huntington on all land
- 4 Cherry Growers' \$8311,724 Leveraged Loan to Investment Fund ("Leveraged Loan")
- 6 USBank \$3,188,276 Equity Contribution
- 7 \$4.485m of New Markets Tax Credit
- 8 \$11.5m Qualified Equity Investment for a 99.99% Membership Interest in CDE
- 9 \$1.15K Equity Investment for a .01% Managing Membership Interest in CDE
- 10 \$8,311,724 Loan from CDE to QALICB (CDE Note A)
- 11 \$3,188,276 Loan from CDE to QALICB (CDE Note B)
- 12 CGI Processing, LLC 20% Membership Interest in CGIS
- 13 Cherry Growers 80% Membership Interest in CGIS
- 14 "Ground Lease" from Cherry Growers to CGIS (Master Lease)
- 15 Land, Building and Equipment "Operating Lease" from CGIS to Cherry Growers (Leaseback)

Cherry Growers, Inc.  
Current MNTC Cash Flow  
February 5, 2018

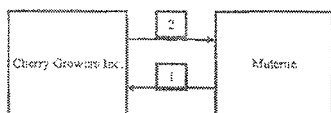


- 1 \$49,690 Rental Payment from Maternac to Cherry Growers
- 2 Cherry Growers \$1.068M Operating Rent Lease Payment to CGIS (requires supplement of \$769,000)
- 3 \$470,327 Interest Only Payment from CGIS to CDE on CLIC/CDE Notes A and B
- 4 \$88,250 to Sunshenango, Managing Member, for Management, Compliance and Loan Fees
- 5 \$38 Cash Flow Distribution from CDE to Sunshenango
- 6 \$352,839 Cash Flow Distribution from CDE to Investment Fund
- 7 \$8,909 Management Fee Payment to USBank CDC plus \$11 of Cash Flow
- 8 \$794,628 Interest Payment from Investment to Cherry Growers on the Leveraged Loan
- 9 \$595,173 of Cash Flow Member Distributions; 356,138 to Cherry Growers and 239,035 to CGI Processing

Materne Purchases certain Cherry Growers Assets

Step 1

February 5, 2018

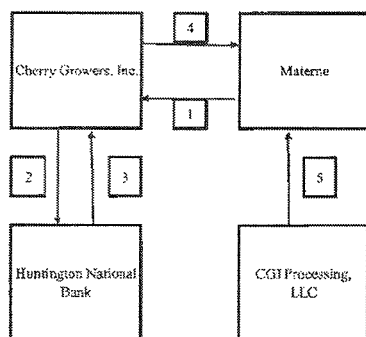


1. Materne pays Cherry Growers \$3.0M
2. Cherry Growers transfers the following assets to Materne:
  - a. Leveraged Loan to the Investment Fund of \$2,311,724 plus all security for the Leveraged Loan
  - b. Land under the site of the NMTIC improvements subject to the Ground Lease to CGIS
  - c. All Real Property owned by CGI in Gawn and all personal Property owned by CGI and necessary to Materne current activity at Gawn (The Real Estate and all CGI Assets as defined in the Asset Purchase Agreement)
  - d. Cherry Growers interest as Landlord in the Ground Lease subject to the tenants interest in the Ground Lease owned by CGIS (QALKB)
  - e. Cherry Growers interest as Tenant in the Operating Lease of the Land and NMTICs assets
3. Huntington Bank Discharges Mortgages and Liens on the assets purchased by Materne above
4. USBank releases its pledge and security interest in Leveraged Loan and any of the Investment Fund loan documentation

## Materne Loan to Cherry Growers

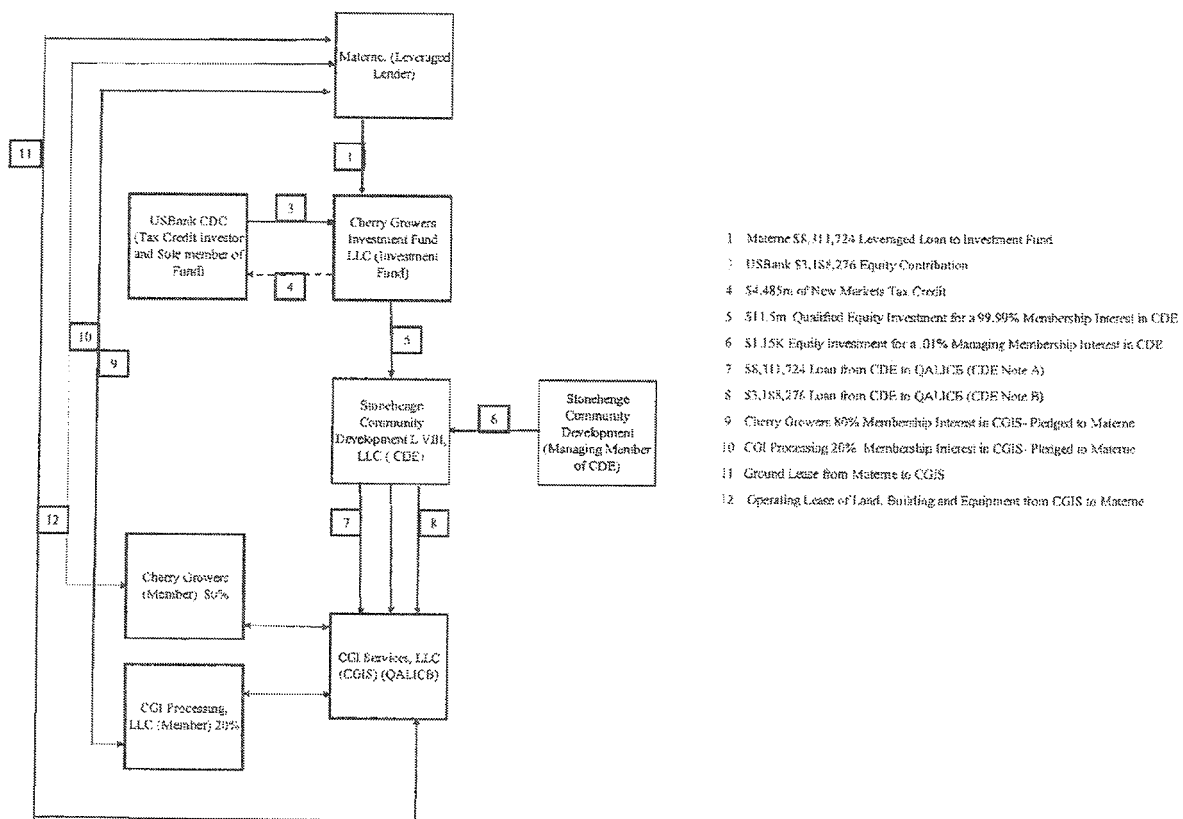
### Step 2

February 5, 2018

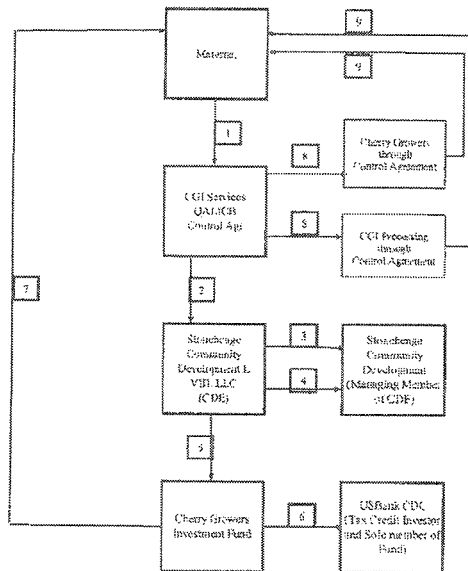


- 1 Materne loans \$5.0M to Cherry Growers (the "Cherry Growers Note")
- 2 Cherry Growers pays \$6.8M to Huntington Bank
- 3 Huntington Bank Discharges all remaining Mortgages and Liens on the assets purchased by Materne
- 4 Cherry Growers
  - a. Promissory Note to Materne for \$5.0M interest only until due in full on NMTC unwind (Nov 5, 2019) with interest equal to the NMTC Cash Flow of CGIS (\$595,173) after payment of the CDE Notes A & CDE Note B of \$470,327. Equals 11.903%.
  - b. Grants security interest to Materne in its 50% membership interest and cash flow distributions of CGIS
  - c. Grants security interest to Materne in Investment Fund Put and Call Agreement
- 5 CGI Processing, LLC
  - a. Guarantees the Cherry Growers Note to Materne limited to the extent of interest in CGIS
  - b. Grants security interest to Materne in its 20% membership interest and cash flow distributions of CGIS
  - c. Materne Pays \$300,000 to CGI Processing for its consent and agreement to guarantee the Cherry Growers \$5M Note
- 6 CGIS
  - a. Guarantees the Cherry Growers Note to Materne
  - b. Grants security interest to Materne in all personal property and buildings owned by CGIS (all NMTC Assets)
  - c. Materne is appointed as the sole Manager of CGIS with no ownership or capital interest
- 7 There will be an account control agreement so all monies are paid on behalf of CGIS, Cherry Growers, and CGI Processing to Materne on the Cherry Growers Note and guarantees
- 8 There is a resolution of any defaults of the parties to the existing NMTC structure to the satisfaction of Materne
- 9 USBank releases its pledge and security interest in Leveraged Loan and any of the Investment Fund loan documentation
- 10 Cherry Growers files all of its delinquent tax returns and there is no tax liability or any taxes
- 11 Cherry Growers remains in existence under the Bankruptcy for the purpose of concluding the NMTC unwind in November of 2019
- 12 US Bank, Stonehenge, CDE, CGIS, Cherry Growers, CGI Processing and Materne execute an Escrow Agreement with all unwind and surrender documents (except for the USBank Put notice) and after the unwind surrender by CGIS to Materne in satisfaction of CDE Note A all of CGIS assets and termination of the Ground Lease and the Operating Lease

Materna  
Post Purchase and Loan MNTC Structure  
February 5, 2018



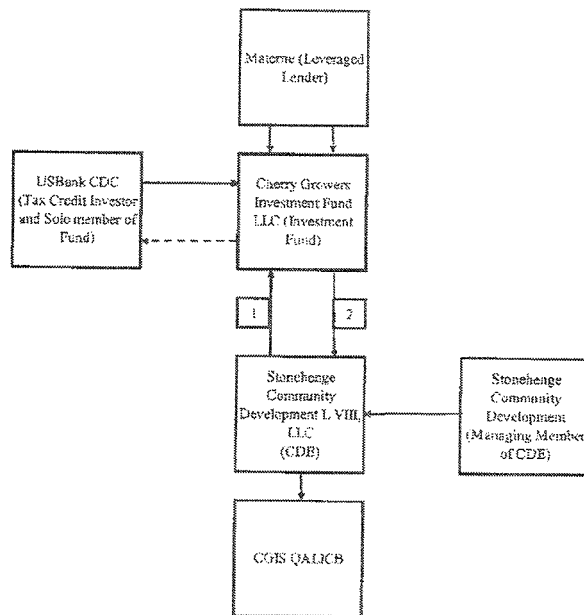
Materna  
Post Acquisition MNTC Cash Flow  
February 5, 2018



- 1 \$1,050M Operating Lease Rent Payment from Materna to CIGS (QALACB)
- 2 \$470,327 Interest Only Payment from CIGS QALACB to CDE on CDE Notes A & B governed by Control Agt
- 3 \$25,250 to Stonehenge, Managing Member, for Management, Compliance and Loan Fees
- 4 \$19 Cash Flow Distribution from CDE to Stonehenge
- 5 \$381,939 Cash Flow Distribution from CDE to Investment Fund
- 6 \$4,000 Management Fee Payment to USBank CDC plus 511 of Cash flow
- 7 \$374,038 Interest Payment from Investment Fund to Materna on Leveraged Loan
- 8 CIGS payment of Cash Flow of \$595,173 (on behalf of 350,438 by Cherry Growers and 239,075 by Processing thru Control Agt)
- 9 Payment to Materna of \$595,173 on behalf of Cherry Growers and CCI Processing entered on the SEEM Loan equal to their Cash Flow Pledge due the Control Agt



Mateme  
MNTC Unwind Step 1  
Redemption of Investment Funds Interest in CDE  
February 5, 2018

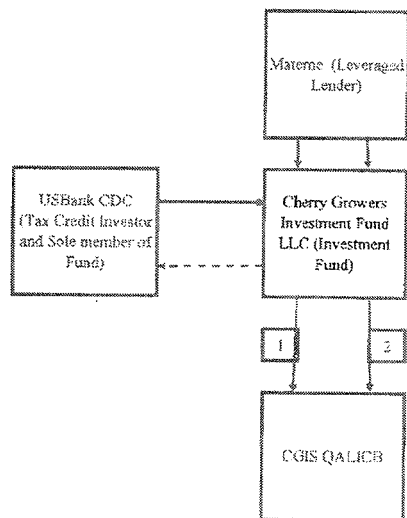


Step 1 CDE Distributes CDE Notes A & B to Investment Fund in Redemption of Investment Fund's 99.99% interest in CDE.

- 1 CDE Transfers its interest in the CDE Notes A and B to Investment Fund
- 2 Investment Fund Transfers its 99.99% Membership Interest in CDE to CDE

All Amounts Subject to Adjustment for final Costs and NMTC Structure

Materne  
MNTC Unwind Step 1  
Structure After Redemption of Investment Funds Interest in CDE  
February 5, 2018

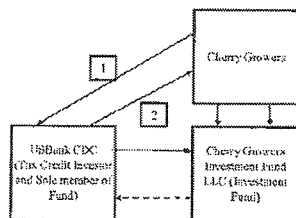


1 \$8,311,724 from CDE to QALICB (CDE Note A)

2 \$3,188,276 Loan from CDE to QALICB (CDE Note B)

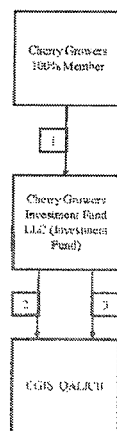
All Amounts Subject to Adjustment for final Costs and NMTC Structure

Materne  
MNTC Unwind Step 2  
Materne Acquires US Banks Interest in Investment Fund  
Under Investment Fund Put & Call Agreement  
February 5, 2018



- 1 Cherry Growers Purchases US Bank's Interest in Investment Fund for \$1,000
- 2 USBank Transfers it's 100% interest in Investment Fund to Cherry Growers

Structure After Materne Acquires US Banks Interest in Investment Fund

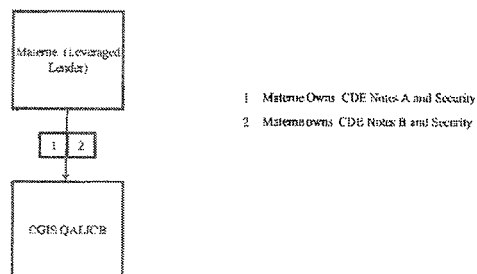


- 1 100% Membership Interest in Investment Fund
- 2 \$3,311,724 Loan from CDE to QALCB (CDE Note A)
- 3 \$3,168,276 Loan from CDE to QALCB (CDE Note B)

Materne  
MNTC Unwind Step 3  
Materne Liquidates Investment Fund  
February 5, 2018

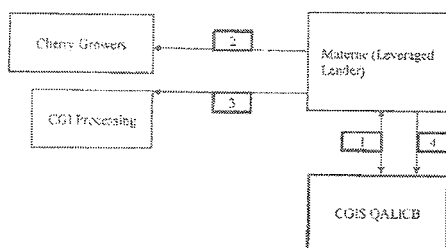


Structure After Materne Liquidates Investment Fund



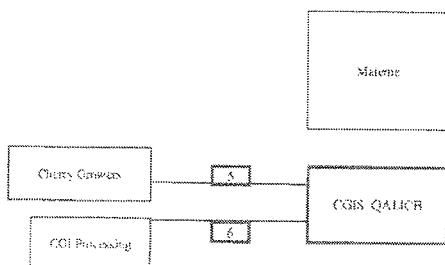
Materne  
MNTC Unwind Step 4

CGIS QALICB transfers all assets of CGIS QALICB to Materne in satisfaction of Cherry Growers Debt to Materne  
February 5, 2018



- 1 CGIS (QALICB) assigns to Materne.
  - a. All of its assets in satisfaction of CDE Note A
    - a. Landlord's Interest in the Operating Lease (Leaseback)
    - b. Tenant's interest in the Ground Lease
    - c. NMTC personal property, building and other assets
    - d. All real and personal property asset of any kind owned by CGIS
- 2 Materne releases Cherry Growers on its \$5.6M Loan  
Materne has tax basis in personal property and building of \$5M
- 3 Materne releases CGI Processing on limited guarantee
- 4 Materne releases CGIS on CDE Note B

Structure After Materne Liquidates CGIS QALICB



Materne owns all assets including land and notes receivable including both sides of the debt owed on QLICB Note A

- 5 CGI Processing owns 20% Of CGIS
- 6 Cherry Growers owns 80% Of CGIS
- 7 CGIS has no assets
- 8 CGIS has cancellation of indebtedness income equal to CDE Note B

Exhibit F

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

AFFILIATE AGREEMENT

[attached]

## AFFILIATE AGREEMENT

THIS AGREEMENT ("*Agreement*") is made as of April 3, 2018, by and between MATERNE NORTH AMERICA, CORP., a New York corporation ("*MNA*"), CHERRY GROWERS, INC., a Michigan corporation ("*CGF*"), CGI SERVICES, LLC, a Michigan limited liability company ("*CGIS*"), and CGI PROCESSING, LLC, a Michigan limited liability company ("*CGIP*"). CGIS and CGIP are collectively referred to as the "*Affiliates*."

### Background

A. This Agreement is Exhibit F to that certain "*Purchase Agreement*" between the parties, entered into concurrently with this Agreement. The Purchase Agreement is incorporated by reference herein. Certain capitalized terms used but not defined herein will have the meanings given to those terms in the Purchase Agreement.

B. As described in the Purchase Agreement, MNA will acquire the NMTC Assets and NMTC Rights through the NMTC Transaction and Unwind Structure, which requires the participation of the Affiliates.

C. This Agreement is the Affiliate Agreement required by Section 2.3(c) of the Purchase Agreement, and is entered into to secure the participation and covenants of the Affiliates as set forth in the Purchase Agreement and herein.

For and in exchange of the consideration set forth herein, and the benefits and detriments afforded to each party, it is agreed:

### Agreement

1. Consideration. In exchange for the cooperation of the Affiliates with all terms and conditions of the Purchase Agreement and this Agreement, MNA will pay directly to the Affiliates \$300,000 (the "*Payment*") as follows: \$150,000 within 5 business days of the Closing of the Purchase Agreement, and \$150,000 within ten business days of the completion of the transactions set forth in the NMTC Transaction and Unwind Structure (the unwind of the Existing NMTC Structure) to take place approximately November of 2019. The Payment is the sole consideration to be given to the Affiliates (who will not share in any part of the Purchase Price to CGI under the Purchase Agreement). The Payment shall be absolutely net to the Affiliates, with no amount of the Payment being used for or credited against any other obligation whatsoever, except as explicitly provided for in this Agreement. The installments of the Payment will be made by wire transfer initiated within the above timeframes to the following account for both Affiliates (the Affiliates are responsible for allocating and distributing the

Payment as between themselves as they deem appropriate in their sole discretion by separate agreement):

The Huntington National Bank  
Account Holder: CGI Processing, LLC  
Routing # 072403473  
Account # 01182252445

2. Consent and Agreement to Act. Upon entering into this Agreement, the Affiliates irrevocably agree to all terms and conditions of the Purchase Agreement which relate to them, agree to fully comply with all such terms, and agree to timely take all actions and sign all documents which are a part of the NMTC Transaction and Unwind Structure, contemplated in or required by the Purchase Agreement, this Agreement, or which MNA reasonably requests for the same in accordance with the spirit of the Purchase Agreement (which may be at the direction of an NMTC Third Party). This includes an ongoing obligation to take any further actions reasonably required to effect Closing or to fully effect the NMTC Transaction and Unwind Structure (including any additional actions or items that might be required at the time of unwind in late 2019) provided the same are reasonably within the spirit of the Purchase Agreement. It is agreed that, except as expressly required by this Agreement or the Purchase Agreement (and taking all actions required therein) the Affiliates shall not be compelled to do any additional thing or take any action that would require the Affiliates to expend any material amount, incur any debt or suffer or become exposed to any additional liabilities or claims by way of such cooperation. For clarity, it is understood that the administrative cost (if any) of complying with the Purchase Agreement and the NMTC Transaction and Unwind Structure (i.e., reviewing, executing and delivering documents) is an obligation of the Affiliates and not prohibited or restricted by the foregoing. Further, and without limitation, it is acknowledged that that under Section 4.5 of the Purchase Agreement, the Affiliates must maintain their legal existence and file all tax returns (subject to MNA paying up to \$2,500 for the same each year), and that the Affiliates are responsible for all costs for such items in excess of \$2,500 and for any taxes due. Any such cost or action not taken by the Affiliates may be taken by MNA for the Affiliates, and the cost thereof will be indemnifiable damages under Section 4.

3. NMTC Issues.

(a) CGI and the Affiliates acknowledge that the Existing NMTC Structure requires a certain cycle of payments to the NMTC Third Parties and between CGI and the Affiliates, all as shown on the Existing NMTC Structure. CGI and the Affiliates are responsible for and represent that the payments to the NMTC Third Parties are current or will be brought current as of the date of Closing (the "*Required Payments*") and MNA is responsible for and represents that it will make and keep current the payments to the NMTC Third Parties that accrue after the date of Closing (in the manner reflected in the NMTC Transaction and Unwind Structure). However, given the financial difficulties leading to the Bankruptcy Case, the payments which otherwise are to be made between CGI and either Affiliate or between the Affiliates under the Existing NMTC Structure ("*Intracompany Payments*") are not current. CGI and both Affiliates hereby waive and fully release each other from all past due and future



Intracompany Payments, whether in default or otherwise. It is acknowledged that MNA must obtain NMTC Third Party Approval of the NMTC Transaction and Unwind Structure under Section 4.3(b) of the Purchase Agreement. As part of obtaining such consent, CGI and the Affiliates will not be required to cure Intracompany Payment defaults waived hereunder (unless with the additional written consent of CGI and the Affiliates to the contrary). Provided, however, the foregoing limitation will not limit the contingency set forth in Section 4.3(g) of the Purchase Agreement. MNA may provide a copy of this Agreement to the NMTC Third Parties to evidence the waiver set forth herein, which waiver CGI and the Affiliates stipulate as final and effective without further action, and which may be relied upon by the NMTC Third Parties.

(b) The Required Payments include without limitation all payments on CDE Note A and CDE Note B (collectively the "**CDE Notes**"), and specifically includes the payment on the CDE Notes due on March 5, 2018 ("**March 2018 CDE Payment**"). If upon Closing any regularly scheduled installment payment on the CDE Notes is outstanding, including the March 2018 CDE Payment, CGI and Affiliates acknowledge that MNA may make such payment/s immediately after the Closing of the Purchase Agreement (when MNA is the owner of the Leveraged Loan) and in such case CGI and the Affiliates acknowledge and agree that MNA will be entitled to the resulting payment on the Leveraged Loan due to such payment.

(c) CGIS and CGIP each:

(i) Irrevocably appoint MNA as managing member of CGIS, agree to not challenge MNA as the manager of CGIS, and agree to provide consents to the foregoing effect upon request.

(ii) Agree to take no action or inaction that may cause a recapture event under the NMTC.

(iii) Agree to take no action or inaction that would disrupt the NMTC unwind.

(iv) Affirm the tax credit guaranty to USBCDC under the NMTC.

4. Indemnification of MNA. The Affiliates each, jointly and severally, indemnify and hold MNA, its shareholders, officers, directors, employees and agents (collectively, the "**Buyer**") harmless from and against any and all losses, claims, damages, obligations, liabilities, costs, expenses and deficiencies including, without limitation, reasonable attorneys' fees incurred by or asserted against Buyer or the NMTC Assets in any way related to or arising out of: (i) the inaccuracy or breach of any representation or warranty of the Affiliates in Section 7.1 of the Purchase Agreement; (ii) any breach or default in the performance by the Affiliates of their covenants, obligations or agreements in this Agreement (including the Required Payments) or the Purchase Agreement; (iii) a failure to continue their existence or to file tax returns for the lifetime of the NMTC Transaction and Unwind Structure; or (iv) a failure to comply with and cooperate with the NMTC Transaction and Unwind Structure as provided herein and in the Purchase Agreement through and including its full unwind in late 2019. MNA may offset from

the Payment any indemnifiable damages it incurs in accordance with the foregoing together with any expense incurred under Section 4.5 of the Purchase Agreement (in excess of the \$2,500 annually payable by MNA). Notwithstanding the foregoing, MNA's total, aggregate indemnifiable damages under this Agreement shall be limited to \$150,000 and, further, any such indemnification claim made against the Affiliates must be brought by December 31, 2021 or be deemed waived and barred forever.

5. Indemnification of Affiliates. MNA indemnifies and holds MNA, its shareholders, officers, directors, employees and agents (collectively, the "*Affiliate Parties*") harmless from and against any and all losses, claims, damages, obligations, liabilities, costs, expenses and deficiencies including, without limitation, reasonable attorneys' fees incurred by or asserted against Affiliate Parties in any way related to or arising out of: (i) the inaccuracy or breach of any representation or warranty of MNA in Section 7.2 of the Purchase Agreement; (ii) any breach or default in the performance by MNA of its covenants, obligations or agreements in this Agreement (including the post-Closing payment of the CDE Notes) or the Purchase Agreement; or (iii) a failure to comply with the NMTC Transaction and Unwind Structure as provided herein through and including its full unwind in late 2019. Notwithstanding the foregoing, the total, aggregate indemnifiable damages under this Agreement shall be limited to \$150,000 and, further, any such indemnification claim made under this section must be brought by December 31, 2021 or be deemed waived and barred forever.

6. Expenses. Each party will bear its own expenses in connection with this Agreement. Other than the Payment and any obligation under Section 5 hereof, MNA does not owe and will not pay any sum to the Affiliates. Other than obligations that may arise out of Section 4 or as otherwise set forth in a signed writing, the Affiliates do not owe and will not pay any sum to MNA.

7. Survival. This Agreement will survive the Closing of the Purchase Agreement, and will endure until all obligations arising hereunder are satisfied.

8. General Terms. This Agreement, together with the Purchase Agreement, contains the entire agreement of the parties as to its subject matter and all other understandings or representations are merged herein. This Agreement may be executed in multiple counterparts and validly delivered by email, fax, or any other reasonable means; each such counterpart will be a valid and binding execution and delivery hereof and together all counterparts will constitute one and the same instrument. Any amendment, modification, supplement or waiver of this Agreement must be in writing and signed by the party or the parties to be charged with the same to be valid. Notices hereunder will be made in accordance with Section 9.3 of the Purchase Agreement. This Agreement is the product of negotiation by and between the parties, and the rule of construction that a contract be construed against its drafter shall not be applicable in construing this Agreement. This Agreement will be governed by Michigan law.

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

MNA:

MATERNE NORTH AMERICA, CORP., a  
New York corporation

By: [Signature]  
          *Armand BARNELIER*  
Its: Treasurer and General  
          CFO

CGIS:

CGI SERVICES, LLC, a Michigan limited  
liability company

By: CGI Processing, LLC  
Its: Manager  
By: [Signature]  
          DAN SWEENEY  
Its: PRESIDENT

CGI:

CHERRY GROWERS, INC., a Michigan  
corporation

By: [Signature]  
          *Eric MacLeod*  
Its: President / General Mgr

CGIP:

CGI PROCESSING, LLC, a Michigan  
limited liability company

By: [Signature]  
          DAN SWEENEY  
Its: PRESIDENT

Exhibit G

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

EPA CLAIM

[attached]

Fill in this information to identify the case:	
Debtor 1	<u>Cherry Growers, Inc.</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the: <u>Western District of Michigan</u>	
Case number	<u>17-04127</u>

## Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

<b>Part 1: Identify the Claim</b>					
1. Who is the current creditor?	<u>The United States of America</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor: <u>The United States Environmental Protection Agency (EPA)</u>				
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____				
3. Where should notices and payments to the creditor be sent?  <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	<table border="0"> <tr> <td>Where should notices to the creditor be sent?</td> <td>Where should payments to the creditor be sent? (if different)</td> </tr> <tr> <td> <u>Lauren D. Grady</u>  <small>Name</small>  <u>P.O. Box 7611</u>  <small>Number Street</small>  <u>Washington DC 20044</u>  <small>City State ZIP Code</small>            Contact phone: <u>(314) 202-9882</u>            Contact email: <u>lauren.grady@usdoj.gov</u> </td> <td>         <small>Name</small>  <small>Number Street</small>  <small>City State ZIP Code</small>            Contact phone: _____            Contact email: _____         </td> </tr> </table> <small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	<u>Lauren D. Grady</u> <small>Name</small> <u>P.O. Box 7611</u> <small>Number Street</small> <u>Washington DC 20044</u> <small>City State ZIP Code</small> Contact phone: <u>(314) 202-9882</u> Contact email: <u>lauren.grady@usdoj.gov</u>	       <small>Name</small> <small>Number Street</small> <small>City State ZIP Code</small> Contact phone: _____ Contact email: _____
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)				
<u>Lauren D. Grady</u> <small>Name</small> <u>P.O. Box 7611</u> <small>Number Street</small> <u>Washington DC 20044</u> <small>City State ZIP Code</small> Contact phone: <u>(314) 202-9882</u> Contact email: <u>lauren.grady@usdoj.gov</u>	       <small>Name</small> <small>Number Street</small> <small>City State ZIP Code</small> Contact phone: _____ Contact email: _____				
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____				
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____				

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7	How much is the claim? <u>see attached</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  Penalties for violations of the Clean Air Act.	
9	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  Amount necessary to cure any default as of the date of the petition: \$ _____  Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition: \$ _____	
11	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\* Amounts are subject to adjustment on 4/01/18 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/27/2018

MM / DD / YYYY

Signature

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

Name Monika Chrzasczcz Rodriguez  
 First name Middle name Last name  
 Title Environmental Engineer  
 Company U.S. Environmental Protection Agency  
 Identify the corporate service as the company if the authorized agent is a service  
 Address 77 W. Jackson Blvd  
 Number Street  
Chicago IL 60604  
 City State ZIP Code  
 Contact phone (312) 686-0181 Email chrzasczcz.monika@epa.gov

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN

In re:	)	
	)	
CHERRY GROWERS, INC.,	)	Case No. 17-04127
	)	
Debtor.	)	Chapter 11
	)	

**PROOF OF CLAIM OF THE UNITED STATES OF AMERICA, ON BEHALF OF THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

The United States of America files this Proof of Claim at the request of the United States Environmental Protection Agency against debtor Cherry Growers, Inc. ("Debtor") for the recovery of civil penalties pursuant to the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401-7671q. In addition, with respect to equitable remedies that are not within the Bankruptcy Code's definition of "claim," 11 U.S.C. § 101(5), this Proof of Claim is filed only in a protective fashion.

**CLAIM FOR CIVIL PENALTIES**

1. Debtor is a corporation which is organized under the laws of the State of Michigan. Debtor filed a petition for bankruptcy in this Court on August 31, 2017.
2. Debtor owns and operates a fruit processing facility at 6331 US 31 South, Grawn, Michigan 49637 (the "Facility"). Operations at the Facility include the use of an anhydrous ammonia refrigeration system, with greater than 10,000 pounds of anhydrous ammonia in process, within the meaning of 40 C.F.R. § 68.10.
3. Pursuant to 40 C.F.R. Part 68.130, anhydrous ammonia is a regulated toxic substance at a threshold quantity of 10,000 pounds.
4. Pursuant to 40 C.F.R. Part 68.3, the Facility is a "stationary source."



5. Because the Facility is a stationary source that has a regulated substance in a process at greater than the applicable threshold amount, pursuant to Section 112(r) of the CAA, 42 U.S.C. § 7412, and 40 C.F.R. Part 68, Debtor was and is required to implement a Risk Management Plan ("RMP") to prevent releases from occurring or to minimize the effects of a release, and to comply with the regulations at 40 C.F.R. Part 68.

6. At various times during the past five years, Debtor has violated the regulations promulgated pursuant to Section 112(r)(7) of the CAA, including the following:

- a. Debtor failed to use urban topography in its offsite consequence analysis parameters, as required under 40 C.F.R. § 68.22(e);
- b. Debtor failed to review and update the offsite consequence analyses at least once every five years, as required under 40 C.F.R. § 68.36(a);
- c. Debtor failed to maintain records regarding the offsite consequence analyses that included data used to estimate population and environmental receptors potentially affected, as required under 40 C.F.R. § 68.39(e);
- d. Debtor failed to compile information concerning the technology of the process that included maximum intended inventory, as required under 40 C.F.R. § 68.65(c)(iii);
- e. Debtor failed to compile information pertaining to the equipment in the process that included electrical classification, as required under 40 C.F.R. § 68.65(d)(i)(iii);
- f. Debtor failed to compile information pertaining to the equipment in the process that included relief system design and design basis, as required under 40 C.F.R. § 68.65(d)(i)(iv);
- g. Debtor failed to compile information pertaining to the equipment in the process that included ventilation system design, as required under 40 C.F.R. § 68.65(d)(i)(v);
- h. Debtor failed to compile information pertaining to the equipment in the process that included the design codes and standards employed, as required under 40 C.F.R. § 68.65(d)(i)(vi);
- i. Debtor failed to document that equipment in the process complies with recognized and generally accepted good engineering practices, as required under 40 C.F.R. § 68.65(d)(2);
- j. Debtor failed to establish a system to promptly address the process hazard analysis team's findings and recommendations; assure that the

recommendations are resolved in a timely manner and that the resolution is documented; document what actions are to be taken; and communicate the actions to operating, maintenance and other employees whose work assignments are in the process and who may be affected by the recommendations or actions, as required under 40 C.F.R. § 68.67(e);

- k. Debtor failed to provide refresher training at least every three years, and more often if necessary to each employee involved in operating a process to assure that the employee understands and adheres to the current operating procedures of the process, as required under 40 C.F.R. § 68.71(b);
- l. Debtor failed to perform inspections and tests on process equipment at a frequency consistent with applicable manufacturers' recommendations and good engineering practice, and more frequently if determined to be necessary by prior operating experience, as required under 40 C.F.R. § 68.73(d)(3);
- m. Debtor failed to correct deficiencies in equipment that is outside acceptable limits before further use or in a safe and timely manner when necessary means are taken to assure safe operation, as required under 40 C.F.R. § 68.73(e);
- n. Debtor failed to implement written procedures to manage changes to process equipment that affect a covered process, as required under 40 C.F.R. § 68.75(a);
- o. Debtor failed to certify that it evaluated compliance with the provisions of Subpart D of Part 68 - Program 3 Prevention Program, at least every three years to verify that procedures and practices developed are adequate and being followed, as required under 40 C.F.R. § 68.79(a);
- p. Debtor failed to obtain and evaluate information regarding the contract owner or operator's safety performance and programs, as required under 40 C.F.R. § 68.87(b);
- q. Debtor failed to explain to the contract owner or operator the applicable provisions of the Prevention Program, as required under 40 C.F.R. § 68.87(b)(3);
- r. Debtor failed to periodically evaluate the performance of the contract owner or operator in fulfilling its obligations, as required under 40 C.F.R. § 68.87(b)(5); and
- s. Debtor failed to revise and update the submitted within five years of its most recent update, as required under 40 C.F.R. § 68.190(b)(1).

7. Pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461 note, as amended by the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 note, and the Federal Civil

Penalties Inflation Adjustment Act Improvements Act of 2015, Debtor is subject to civil penalties of up to \$37,500 per day for each day of violation occurring after January 12, 2009, through November 2, 2015, and penalties of up to \$97,229 per day for each day of violation occurring after November 2, 2015. 28 U.S.C. § 2461 note; Pub. L. 114-74, Section 701; 40 C.F.R. Part 19; 83 Fed. Reg. 1190 (January 10, 2018); 82 Fed. Reg. 3633 (January 12, 2017); 78 Fed. Reg. 66,643 (Dec. 6, 2013).

8. Section 113(e)(1) of the CAA, 42 U.S.C. § 7413(e)(1), sets forth factors that courts shall consider in assessing an appropriate civil penalty. Subject to the foregoing, the United States hereby asserts a claim against Debtor for civil penalties for the above-described violations in an amount to be determined by a court with jurisdiction or by agreement of the parties.

**PROTECTIVE FILING FOR INJUNCTIVE OBLIGATIONS  
UNDER THE CLEAN AIR ACT**

9. The United States is not required to file a proof of claim with respect to the injunctive obligations of Debtor to comply with work requirements imposed by environmental statutes, regulations, court or administrative orders, licenses, or permits, because such obligations are not "claims" under 11 U.S.C. § 101(5). Debtor must comply with such mandatory requirements and obligations including those which it is in violation of as set forth in Paragraph 6 a-s above. The United States reserves the right to take future actions to enforce any such obligations of Debtor. While the United States believes that its position will be upheld by the appropriate court, the United States hereby includes the aforementioned obligations and requirements in this Proof of Claim in a protective fashion, to safeguard against the possibility that Debtor will contend that it does not need to comply with such obligations and requirements, and the appropriate court finds that it is not required to do so.

Therefore, a protective contingent claim is filed in the alternative for such obligations and requirements, but only in the event that the appropriate court finds that such obligations and requirements are claims under 11 U.S.C. § 101(5), rather than obligations and requirements that any reorganized Debtor must comply with. Nothing in this Proof of Claim constitutes a waiver of any rights by the United States or an election of remedies with respect to such rights and obligations.

#### DEBTOR-OWNED SITES

10. Debtor has or may in the future have environmental liabilities for properties that are part of its bankruptcy estate and/or for the migration of hazardous substances from property of its bankruptcy estate. Pursuant to 28 U.S.C. § 959(b), Debtor is required to manage and operate estate property in accordance with non-bankruptcy law, including all applicable environmental statutes and regulations. Further, any liquidating trust will be subject to liability under environmental law with respect to any property it owns or operates. The United States is not required to file a proof of claim relating to property of the estate other than for: (i) response costs incurred before the petition date; and (ii) civil penalties for days of violations occurring before the petition date. This Proof of Claim is only filed protectively with respect to post-petition liabilities and response costs relating to property of the estate.

11. The United States is entitled to administrative expense priority for penalties for violations of the law or any response costs the United States incurs with respect to property of the estate after the petition date. The United States reserves the right to file an application for administrative expenses and to take other appropriate action in the future with respect to property of the estate.

#### ADDITIONAL TERMS

12. This Proof of Claim is filed as an unsecured non-priority claim, except to the extent: (i) any rights of setoff secure the United States' claims; (ii) any secured/trust interest exists in insurance proceeds received by Debtor on account of the United States' claims; and (iii) administrative priority exists with respect to property of the estate, post-petition violations of law, or otherwise. The United States will file any application for administrative expenses at the appropriate time.
13. This Proof of Claim is also filed to the extent necessary to protect the United States' rights with respect to any insurance proceeds received by Debtor, and any funds held in escrow by Debtor, in connection with the matters discussed herein.
14. This Proof of Claim is without prejudice to any right under 11 U.S.C. § 553 to set off, against the claims asserted herein, debts owed (if any) to Debtor by the United States.
15. The United States has not perfected any security interest on its claims against Debtor.
16. No judgments against Debtor have been rendered and no payments to the United States have been made by Debtor, on the penalty claims set forth herein.
17. This Proof of Claim reflects certain known liabilities of Debtor to the United States. The United States reserves the right to amend this Proof of Claim to assert additional liabilities.
18. Additional documentation in support of this Proof of Claim is available upon request.

Dated: February 27, 2018

Respectfully submitted,

KAREN DWORKIN  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

/s/ Lauren D. Grady (as to legal issues only)

LAUREN D. GRADY

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Schedule 1.1(n)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

**CGI ASSETS (BEING PURCHASED BY MNA)**

[attached]

# Asset Division (25th Jan 2018) : List of CGI assets

All assets transferred from CGI to MNA must include all spare parts and documents related to those assets

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal / Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	3	34 ACRES S/E CORNER	Dec-93	Real	MNA	Zone 00 Lands
GRAWN	CGI	6	73.1 ACRES VANDERLEY	Jun-73	Real	MNA	Zone 00 Lands
GRAWN	CGI	7	114.6 ACRES SOUTH OF	Jun-77	Real	MNA	Zone 00 Lands
GRAWN	CGI	8	120 ACRES GRAWN	Sep-72	Real	MNA	Zone 00 Lands
GRAWN	CGI	9	140 ACRES GREENLAKE WEST	Feb-79	Real	MNA	Zone 00 Lands
GRAWN	CGI	9	14.21 ACRES/FALL RD. PROPERTY SOLD	Mar-15	Real	MNA	Zone 00 Lands
GRAWN	CGI	11	LAND ADJACENT TO GRAWN FA	May-06	Real	MNA	Zone 00 Lands
GRAWN	CGI	25	Heating Unit on Office Building	Jan-12	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGI	40	FRONT OFFICE ADDITION	Sep-06	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	120	INSTALL 6 FACTORY LIGHTS	Nov-97	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGI	156	UPSTAIRS RENOVATION	Sep-06	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	232	FRONT OFFICE ROOF	Jul-05	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	235	SCALEHOUSE PRINTER	Jun-01	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGI	245	LUNCHROOM FLOORS - REDONE	Nov-06	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	344	AIR CONDITIONER	Mar-05	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGI	402	TILE & CARPETING FOR FRON	Dec-03	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	458	RELOCATE FRONT OFFICE WAL	Mar-04	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	786	PLANT RESTROOM REFURBISH	Sep-91	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	995	MAIN OFFICE ADDITION	Aug-81	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	1083	A/C & HEATING UNIT FOR	Dec-03	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGI	1112	PAVING PARKING LOT	Oct-83	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	1219	OFFICE PERSONNEL BUILDING	Apr-74	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	1295	BREAK ROOM REMODEL	Jan-14	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	x	ADMIN OFFICE RECONSTRUCTION	Sep-15	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	x	ADMIN OFFICE RECONSTRUCTION	Sep-15	Real	MNA	Zone 01 Current CGI Office
GRAWN	CGI	17	GRATING UNDER PITTERS LIN	Oct-06	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	18	DOOR FOR QC LAB	Oct-06	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	52	APPLE STORAGE EXHAUST FAN	Jan-07	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	56	INSTALL ATTIC FANS	Nov-04	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	58	REPLACE DOOR IN JUICE ROO	Dec-01	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	60	Boiler Retube	Feb-12	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	68	FIX DRAIN UNDER APPLESAUC	Jul-03	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	92	ASPHALT PATCHES RECEIVING	Jun-83	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	131	HI-LINE STORAGE RACKS	Jul-96	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	154	USDA OFFICE	Sep-94	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	160	FOOTINGS FOR PRESS &	Nov-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	193	FURNACE	Dec-03	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	200	HANGING HEATER UNITS	Oct-97	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	205	REPAIR FLOOR & DRAIN APPL	Jul-02	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	236	30 WALL MOUNT CABINET FAN	Sep-95	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	255	HOT WATER STATIONS FOR	Sep-04	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	257	STONHARD FLOORING 1000 SF	May-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	259	SLAB & FOOTINGS FOR	Jun-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	261	SOUTH PROCESSING ADDITION	Jul-79	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	274	ACCUMULATION TABLE W/	Jul-04	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	279	MODINE NAT GAS HEATERS	Nov-96	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	282	STONHARD FLOORING 1075 SF	May-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	290	DOCK LEVELERS DL300Y72	Aug-92	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	297	PRESS ROOM FLOOR (1350SF)	Jul-96	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	323	EXACT WEIGHT SCALES	Jun-03	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	345	CONCRETE PADS HYDROCOOLER	Jul-80	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	357	AIR SUPPLY LINE REWORK	Jun-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	358	PRESS ROOM ELECTRICAL UPG	May-01	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	366	Renovate QC Lab	Apr-09	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	403	FLOOR REPAIR APS FILLER/	Nov-98	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	419	JUICE ROOM HEATERS	Apr-09	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	427	PRODUCTION ROOM LIGHTS	Jun-84	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	478	ELECTRICAL PANEL TO RUN	Dec-01	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	485	PEEL ROOM FLOOR (2146 SF)	Jul-96	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	496	REBUILD FORKLIFT TRANSMISSION	May-07	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	504	NEW ELECTRICAL PANEL	Jan-04	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	511	SANITATION CHEMICAL SYSTE	Jul-02	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	518	JUICE ROOM DRAINS	Jun-96	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	532	MAINTENANCE/PURCHASING	Jun-85	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	546	PLANT COMMUNICATION SYSTEM	Apr-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	552	RACK STORAGE SYSTEM	May-92	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	570	UPGRADE OVERHEAD DOORS	Jul-98	Personal	MNA	Zone 02 Current CGI Productions



Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type [Personal / Real]	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	587	REPAIR FLOORING FOR APPLE	Apr-05	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	608	STORAGE BUILDING #6	Sep-72	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	620	ROOF JUICE ROOM	Sep-09	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	645	REPAIR PAVEMENT BEHIND	Jul-05	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	649	STONHARD FLOORING LUNCH	Jun-89	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	653	SYRUP TANK ENCLOSURE	Oct-89	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	658	STONHARD FLOORING 1786 SQ	Jul-90	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	679	REWIRE NORTH END OF PLANT	Jul-04	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	684	DOOR SECURITY	Sep-06	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	712	PRESS ROOM DRAIN	Jul-97	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	723	REWIRE JUICE ROOM	Aug-92	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	738	FLOORING STONHARD JUICE	Jun-86	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	745	ROOF JUICE ROOM	Jun-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	749	RELOCATE CLOWE LABELER	Apr-98	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	751	STONHARD FLOORING SS LINE	Sep-89	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	772	NEW LIGHTS OVER PITTERS	Jan-04	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	776	SANITATION CHEMICAL SYSTEM	Mar-10	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	783	TRENCH DRAINS PITTER AREA	Jun-08	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	784	STONHARD FLOORING 3200 SF	May-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	791	STONHARD PLANT FLOOR AREA	Jul-92	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	820	RENOVATE BULK APPLE PIT	Apr-09	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	825	EPOXY FLOORING FOR JUICE	Jul-01	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	870	HIGH PRESSURE LINE REWORK	Jun-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	874	LABORATORY BUILDING#3	Sep-72	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	876	PLANT FLOOR REPAIR	Apr-10	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	883	DECKING SHOP	Jun-86	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	992	PIPING IQF REFRIGERATION	Jul-75	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	999	RACK SYSTEM FOR WAREHOUSE	Sep-06	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1007	FLOOR DRAIN & JUICE PIT	Aug-97	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1025	BATTERY CHARGING AREA	Oct-94	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1026	HIGH EFFICIENCY MOTORS	Jul-93	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1087	FROMMELT DOCK SHELTERS	Feb-98	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1095	WAREHOUSE CASE/STACK INST	Jun-94	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1096	PLANT FLOOR REPAIR	Sep-09	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1100	MAINT SHOP RELOCATED	Nov-80	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1106	BEZDOR MAKEUP AIR UNIT	Apr-95	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1118	PALLET RACK SYSTEM 40Z	Apr-01	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1141	BATTERY CHARGING ROOM	Aug-94	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1157	SOUTH PROCESSING ADDITION	Jul-77	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1167	PROCESSING ADDITION #11	Jul-74	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1196	BULK APPLE PIT BUILDING	Jan-95	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1224	FIRE CODE UPDATES	Apr-05	Personal	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1242	JUICE ROOM ADDITION	Sep-93	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1272	COMBINATION BUILDING #1	Sep-72	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1277	Process Piping Support Overhaul	Mar-13	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1278	Hydro Cooling Tank Floor Repair	Jan-13	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1287	958 sq.ft patching, rocktuff floor	Dec-13	Real	MNA	Zone 02 Current CGI Productions
GRAWN	CGI	1099	GMC - SIERRA 2002/Security	Oct-08	Personal	MNA	Zone 03 Vehicles
GRAWN	CGI	1291	1FTBF2B63EEA71568-Ford/Lincoln/Plow Tru	Nov-13	Personal	MNA	Zone 03 Vehicles
GRAWN	CGI	29	CARPETING FOR A/R UPPER A	Oct-06	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	32	NE WAREHOUSE ADDITION	Jul-79	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	127	REPAIR MASONRY FOR WAREHO	Sep-06	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	173	DOCK REPAIR	May-06	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	295	BLACKTOP-NORTH WAREHOUSE	Jul-75	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	355	RAILROAD DOCK	Oct-94	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	387	DOCK BOARD/LEVELER KELLEY	Jan-88	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	393	WHISE OFFICE EXPANSION	Jun-00	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	405	RAIL TRACK REPAIR	Jun-03	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	466	ATLANTIC DOCK LEVELER	Sep-94	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	467	DOCK LEVELER FOUNDATIONS	Jun-93	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	471	SHIPPING RECEIVING OFFICE	Apr-81	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	495	DOCK LEVELER ST966 6'X6'	Jan-90	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	553	CONCRETE POLISHING	Jun-06	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	586	RECONFIGURE LOADING DOCK	Jul-97	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	615	DOCK LEVELER RITE HITE	Jun-93	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	616	DOCK LEVELER RITE HITE	Jun-93	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	757	PALLET WRAPPING HEAD	Oct-93	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	774	SHRINK WRAP MACHINE	Apr-02	Personal	MNA	Zone 04 Warehousing
GRAWN	CGI	778	ROOF WAREHOUSE (3600)	Sep-09	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	881	STRETCH WRAP MACHINE #200	Nov-85	Personal	MNA	Zone 04 Warehousing

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal/Real)	Asset Ownership after closing	Zone: Study Jan 2018
GRAWN	CGI	933	INSULATE WAREHOUSE	Jun-84	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	937	CONSTRUCT RETAIL OUTLET	Aug-97	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	982	WAREHOUSE OFFICE RELOCATE	Jul-92	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1065	NORTH WAREHOUSE ROOF	Sep-94	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1089	ROOF NORTH WAREHOUSE NEW	Nov-88	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1120	NEW ROOF FOR CAN CO. W/H (4000)	Jul-98	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1189	RELOCATE RESTROOM &	Aug-97	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1232	MICH CAN BUILDING BUYBACK	Jul-92	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1235	WAREHOUSE ADDITION #10	Jul-74	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1245	NE WAREHOUSE #14	Jul-78	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1255	NE WAREHOUSE BUILDING #13	Jul-75	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1262	WEST WAREHOUSE ENCLOSING	Aug-92	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	1267	WAREHOUSE (5000)	Dec-89	Real	MNA	Zone 04 Warehousing
GRAWN	CGI	62	H-COIL REFRIGERATION UNIT	Jul-93	Real	MNA	Zone 05 Freezer
GRAWN	CGI	76	WAREHOUSE & FREEZER	Oct-97	Real	MNA	Zone 05 Freezer
GRAWN	CGI	130	REFURBISH FREEZER VENT	Dec-83	Real	MNA	Zone 05 Freezer
GRAWN	CGI	364	COMPRESSOR ROOM ROOF -GRA	Sep-06	Real	MNA	Zone 05 Freezer
GRAWN	CGI	472	FREEZER DOOR	Feb-02	Real	MNA	Zone 05 Freezer
GRAWN	CGI	609	FREEZER DOORS	Jun-96	Real	MNA	Zone 05 Freezer
GRAWN	CGI	845	REWIRE FREEZER	Dec-82	Real	MNA	Zone 05 Freezer
GRAWN	CGI	900	COMPRESSOR ROOM	Feb-97	Real	MNA	Zone 05 Freezer
GRAWN	CGI	1148	REFRIGERATION LINE REWORK	Jun-93	Real	MNA	Zone 05 Freezer
GRAWN	CGI	1206	REINSULATE FREEZER	Dec-83	Real	MNA	Zone 05 Freezer
GRAWN	CGI	1253	COLD STORAGE BUILDING #9 (Freezer)	Feb-74	Real	MNA	Zone 05 Freezer
GRAWN	CGI	217	NEW COOLER ADDITION	Sep-01	Real	MNA	Zone 05 MNA Cooler
GRAWN	CGI	985	COOLER PANEL	Dec-01	Real	MNA	Zone 05 MNA Cooler
GRAWN	CGI	1201	COOLING PAD BLDG FLOOR	Aug-96	Real	MNA	Zone 06 MNA Cooler
GRAWN	CGI	1223	NEW COOLER	Sep-00	Real	MNA	Zone 06 MNA Cooler
GRAWN	CGI	63	BUY & BUILD AMMONIA DETEC	Jan-04	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	71	AMMONIA PIPING LABOR	Sep-02	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	144	HEATER FOR AMMONIA ROOM	Dec-03	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	322	REINSULATE AMMONIA	Apr-04	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	379	CONDENSING TOWER UNIT	Jun-03	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	408	SQUARE D I-LINE PANEL	Aug-96	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	447	AMMONIA PIPING	Aug-02	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	610	AMMONIA COMPRESSOR MOTOR	May-07	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	676	#6 VILTER COMPRESSOR	Jul-95	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	829	AIR CURTAINS	Jul-03	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	909	FREEZER PROCESS SAFETY MA	Jan-07	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	921	AMMONIA COMPRESSOR	Dec-05	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	936	REFRIGERATION PUMPS	Jul-98	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1026	REFRIGERATION COOLING	Jul-98	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1093	REFRIGERATION COMPRESSORS	Feb-97	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1098	REFRIGERATION COMPUTER	Nov-96	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1190	FREEZER RACK SYSTEM	Aug-87	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1192	COMPRESSORS	Feb-97	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1200	CONDENSER	Jul-88	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1204	ELECTRICAL POWER SYSTEM	Jul-79	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1218	PRIMARY SWITCH GEAR	Aug-96	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	1281	Ammonia Detector	May-13	Personal	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	x	REFRIGERATION PIPING	Aug-15	Real	MNA	Zone 07 Ammonia cooling equip
GRAWN	CGI	12	Apple Storage Shed Lighting	May-12	Real	MNA	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	189	POLE BUILDING DOORS	Mar-05	Real	MNA	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	948	REPAIR CONCRETE FLOOR	Jan-09	Real	MNA	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	1212	APPLE STORAGE BUILDING#2 (South pole)	Nov-97	Real	MNA	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	1213	60' X 200' STORAGE BLDG	Dec-96	Real	MNA	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	16	Scale House Addition	May-12	Real	MNA	Zone 09 Scale house
GRAWN	CGI	194	SCALE HOUSE REPAIRS	May-92	Real	MNA	Zone 09 Scale house
GRAWN	CGI	256	FAIRBANKS TICKET PRINTER	May-94	Personal	MNA	Zone 09 Scale house
GRAWN	CGI	462	SCALE HOUSE #5	Sep-72	Real	MNA	Zone 09 Scale house
GRAWN	CGI	473	SCALEHOUSE ADDITION	Aug-94	Real	MNA	Zone 09 Scale house
GRAWN	CGI	640	NEW TRUCK SCALE FOR SCALE	Jan-07	Real	MNA	Zone 09 Scale house
GRAWN	CGI	84	BOILER ROOM ROOF	Jun-04	Real	MNA	Zone 10 Boiler
GRAWN	CGI	111	DISTILLER	Apr-08	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	242	PUMP GRUNDFOS CENTRIFUGAL	Apr-93	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	243	PUMP GRUNDFOS CENTRIFUGAL	Apr-93	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	273	GRUNDOS PUMP W/7.5HP	Nov-94	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	292	FEEDWATER VALVES JORDAN	Apr-93	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	417	DEAERATOR	Apr-93	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	432	NORTH BOILER ROOM ROOF	Sep-94	Real	MNA	Zone 10 Boiler

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal/Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	498	BOILER WATER METERS	Feb-96	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	502	BLOWDOWN SEPERATOR W/AUTO	Dec-95	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	866	STEAM LINE UPGRADES	Sep-06	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	899	BOILER HOUSE #4	Sep-72	Real	MNA	Zone 10 Boiler
GRAWN	CGI	910	CONDENSATE TANKS W/PUMPS	Feb-96	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	927	MAIN STEAM HEADER FROM	Jul-93	Real	MNA	Zone 10 Boiler
GRAWN	CGI	978	BOILER REFURBISH CB300	Jun-92	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	967	CONDENSATE RETURN WATER	Feb-96	Real	MNA	Zone 10 Boiler
GRAWN	CGI	1069	UPGRADE BOILER BURNER &	Jul-97	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	1134	BOILER HOUSE ADDITION	Jul-79	Real	MNA	Zone 10 Boiler
GRAWN	CGI	1237	BOILER CLEAVER BROOKS 600	Jul-79	Personal	MNA	Zone 10 Boiler
GRAWN	CGI	45	REPAIR MASONRY BY HYDROSE	Sep-06	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	100	2 test well installation	Aug-81	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	116	MOTOR-30HP TOSHIBA EQP3	Jun-93	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	132	PIPE FITTINGS GRAVEL	Jul-75	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	146	DRAIN WORK	May-08	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	162	SEPTIC SYSTEM BRINE	Jul-78	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	189	MICH ORCH SUPPLY CONTRACT	Jul-74	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	186	DRAIN CHANNEL SHEET STEEL	Jul-77	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	199	CEMENT HOLDING TANK WASTE	Jul-74	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	218	PUMP HOUSE #7	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	241	IRON REMOVAL SYSTEM	Feb-04	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	349	WASTE DISPOSAL SYSTEM	Jul-74	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	376	DRAINAGE SYSTEM ADDITION	Jul-78	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	378	WASTE WATER PUMPING PIT	May-88	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	386	SPRINKLERS RAINBIRD	Apr-93	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	390	Backflow Preventors	Dec-10	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	433	NELSON SPRINGLERS FC-150	Jun-95	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	452	WELL #1 W/FAIRBANKS MORSE	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	479	SPRINKLER HEADS 102EHM	Apr-93	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	494	DISPOSAL DRAIN TANKS	Jul-76	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	536	STORM SEWER	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	593	WELL#5 W/ F&W PUMP	Jul-76	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	597	GRAVEL	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	601	BERKLEY CENTRIFUGAL PUMP	Jun-95	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	628	WELL #0	Aug-03	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	650	DRAIN FIELD SEPTIC SYSTEM	Jul-79	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	687	NELSON GUN SPRINGLERS	Jun-95	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	689	SPRINKLER SYSTEM ADDITION	Jul-76	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	706	SEPTIC TANK TILE & SURVEY	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	713	WELL#3 W/JACUZZI PUMP	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	719	4 TEST WELL W/EVALUATION	Dec-83	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	724	CEMENT BLOCKS GRADING	Jul-77	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	734	WELL#2 W/FAIRBANKS MORSE	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	748	3 NEW WASTEWATER MONITORI	Apr-05	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	755	2 WELL CLEANING AND	Dec-83	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	756	REPAIR WELL #9	Jun-02	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	767	HYDRASIEVE-DOUBLE SS	Apr-93	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	773	FLOW METERS TO MEASURE WA	Feb-02	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	789	WASTE WATER	Jul-97	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	790	REFURBISH 2 DEEP WELLS	Mar-93	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	875	WASTEWATER PUMP ADDITION	Aug-99	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	920	ADD WATER METERS	Dec-98	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGI	944	WATER DISPOSAL SYSTEM	Sep-72	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	947	TEST WELL	Aug-85	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1002	WASTE WATER SPRINKLER	Jul-78	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1055	WELL 4 W/JACUZZI 640	Jul-75	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1063	WASTE WATER SYSTM UPGRADE	Apr-93	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1066	TRUCK RAMP WELL 30'X62'	Jan-91	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1079	HYDRASIEVE BUILDING	Nov-91	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1085	WASTE WATER SYST UPGRADE	Jun-95	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1131	WASTE WATER DISPOSAL	Jul-79	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1139	WSW SPRINKLER ADDITION	Nov-98	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1147	WELL #8 30 X 14 X 263	Aug-81	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1184	WELL 12 GRAVEL PACKED	Feb-85	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1220	WELL 2 X 12 395 DEEP	Jul-88	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	1294	Air Sparge Pilot Study	May-14	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	x	AIR SPARGE/PHASE I-W/O #106	Oct-15	Real	MNA	Zone 11 Water & Waste water
GRAWN	CGI	384	AIR COMPRESSOR ROOM	Oct-97	Real	MNA	Zone 12 Current CGI Air Compressed
GRAWN	CGI	429	AIR COMPRESSOR ROOM	Nov-97	Real	MNA	Zone 12 Current CGI Air Compressed

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	1117	AIR SYSTEM UPGRADE	Nov-07	Personal	MNA	Zone 12 Current CGI Air Compressed
GRAWN	CGI	872	BRINE SHED ROOF REPAIRS	Nov-92	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGI	1067	FLOORING STONHARD BRINE	Feb-86	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGI	1197	BRINE WAREHOUSE BUILDING	Jun-85	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGI	1230	BRINE TANK STRUCTURE	Dec-89	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGI	1263	BRINE WAREHOUSE	Apr-81	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGI	21	RETAIL STORE SIGN	Aug-97	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	22	PAD FOR ELECT TRANSFORMER	Aug-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	24	CONCRETE WALL-APPLE DUMP	Aug-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	30	ADDITION TO AIR COMPRESSO	Feb-07	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	31	GARAGE DOOR SOUTH BULIDIN	Apr-02	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	34	GUARD HOUSE	May-88	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	35	REPLACE DOORS IN BUILDING	Feb-04	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	36	BATTERY ROOM CONCRETE	Oct-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	41	DOORS THROUGHOUT PLANT	Jan-07	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	47	INSTALL TRENCH DRAINS FOR DUMP ROOM	May-08	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	51	STEAM TRAP IN RETURN LINE	Dec-82	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	59	POST FOR PLANT #1	Jun-03	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	51	12' X 12' OVERHEADDOORWAY	Oct-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	65	FLOOR DRAIN REPAIRS	May-08	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	69	FURANCE-HEIL W/DUCT WORK	Dec-90	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	78	REPAIR ON SCALES FOR RECE	Aug-03	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	79	VENTILATION FANS FOR BRACH BUILDING	May-08	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	80	CONC FLOOR (800SF)	Jul-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	85	CONSTRUCT FOREMAN OFFICE	Nov-97	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	87	STONHARD FLOORING 135 SQ	Jul-90	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	90	FLOOR REPAIRS - GENERAL	Jun-05	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	92	DRYER ROOM FLOOR (720 SF)	Jul-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	104	REPAIR DOORS AROUND PLANT	Jul-03	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	107	BLOCK WALL ADDITION	Jul-78	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	129	CONCRETE SLAB & OVHD DOOR	Nov-93	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	135	SIDE WALKS	Jul-73	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	181	PAVING 5000 SQ YARDS	Sep-72	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	182	ROOF (OVER BREAK AREA)	Aug-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	249	YARD BLACKTOP	Jul-76	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	262	COMBUSTION AIR DUCTWORK	Nov-93	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	275	GRADING GRAVEL STONE	Jul-78	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	283	SEALING AND RESURFACING	Sep-05	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	296	FLOOR REPAIR AT OLD	Jul-98	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	317	REPAIR DAMAGED CEILING	Aug-83	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	336	STONHARD FLOORING 530 SQ	Jul-90	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	337	UPGRADE ELECTRICAL IN HYD	Jun-02	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	347	EXCAVATING GRAVEL ALPERS	Jun-86	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	351	Plant Floor Repairs	Feb-11	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	388	ASPHALT & GRAVEL STEAM	Nov-91	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	392	Fire Suppression System	Jul-11	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	430	GAS LINE REROUTE - WEST	Apr-92	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	454	BOX STORAGE LOT 185'X179'	Jul-86	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	512	FLOOR TRENCH DRAIN-BRACH	May-93	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	543	GUARDHOUSE	Apr-09	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	598	CONCRETE FOR APPROACH TO	Jul-03	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	613	PAVING-WEST END PAD BLDG	Jul-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	630	REPAIR PLANT #1 ROOF	Jul-03	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	661	NEW ENTRANCE DOORS	Mar-86	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	717	GRAVEL GRADING ASPHALT	Jul-79	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	736	REPAIR DRAINS	Jul-99	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	744	TRASH COMPACTOR PAD	Jun-95	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	758	COAT ROOM ADDITION	Jul-95	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	782	GRAVEL ROAD AROUND BRINE	Jul-89	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	833	NEW FLOOR DRAINS	Sep-09	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	842	GRAVEL PAVING GRADING	Jul-74	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	873	PIPE FITTINGS VALVES	Jul-77	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	896	YARD BLACKTOP AND PAVING	Jul-77	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	903	RESURFACING OF DRIVEWAY	Jun-06	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	940	REFURBISH FLOOR	Feb-84	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	969	FIELD LANDSCAPING	Jun-99	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	997	ASPHALT WEARING COURSE	Jul-78	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1059	DRYER BUILDING VENTILATION	Apr-95	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1064	RAILROAD SIDING 1318FT	Sep-72	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1088	GRADING PAVING	Sep-72	Real	MNA	Zone 16 Current Building and improvement

CGI Assets List

Asset ownership MNA after closing

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal / Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	1101	GRADING BLACKTOP & GRAVEL	Sep-72	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1122	FENCING 6344' W/GATES	Oct-83	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1152	ASPHALT PAVING 90609 SF	Aug-94	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1187	PROCESSING SETUP-BRINE	Feb-85	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1215	PLANT ELECTRICAL UPGRADE	May-95	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1221	200' X 300' STORAGE PAD	Oct-96	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1246	BRINE BUILDING #15	Jul-78	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1515	Large retention pond/Materne bldg./CGI Pro	May-15	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	x	Roof repair Bloxsom Inc.	Jul-14	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	x	Building Insulation	Feb-16	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGI	1288	Henderson Hopper Spreader/snow plower	Nov-13	Personal	MNA	Zone 17 Current MNA Equipements

Schedule 1.1(u)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

DEBTOR RETAINED PROPERTY

[attached]



# Asset Division (25th Jan 2018) : List of CGI assets

All assets transferred from CGI to MNA must include all spare parts and documents related to those assets

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal / Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	98	GAS TIGHT SUIT-RESPONDER	Aug-95	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	150	LAPTOP FOR SALES	Apr-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	195	COMPUTER AND SET-UP FOR S	Feb-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	227	PERSONAL COMPUTER	Apr-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	263	LAPTOP	Mar-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	327	LAPTOP FOR SALES	Oct-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	360	SELF CONTAINED BREATHING	Jul-92	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	372	PRINTER CODING MACHINE	Sep-09	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	373	PRINTER CODING MACHIN	Sep-09	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	377	LAPTOP & EXTRA'S	Aug-03	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	459	Cisco Phone System	Nov-11	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	460	LAPTOP AND ACCESSORIES	Oct-01	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	461	PORTABLE GAS MONITOR	Jul-95	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	476	LAPTOP AND SOFTWARE	Jul-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	530	PC & LAPTOP	Apr-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	554	DESKTOPS - COMPUTERS	Sep-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	590	COMPUTER PRINTER - SHIPPI	Jan-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	594	PRINTER AND STAND FOR S/R	May-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	621	GENESIS R&D LABEL PRINTIN	Jan-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	647	PRINTER FOR 4 OZ LINE	Apr-08	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	752	NEW PRINTER	Feb-06	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	805	NOTEBOOK/LAPTOP FOR TOM R	Apr-06	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	806	MS OFFICE SOFTWARE	Jul-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	852	6 NEW PC'S W/ LABOR	Jan-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	981	PC'S	Jul-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1289	Hitachi model printer	Dec-13	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1290	Computers	Feb-14	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1530	Printhead/Mark-Pack, Inc	Aug-14	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	BECK/ERP IMPLEMENTATION/PHASE II Hard	Aug-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	BECK/ERP IMPLEMENTATION/PHASE II softw	Aug-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	COMPUTER HP PROBOOK 450 G2	Nov-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	2	Fey Iso Flow Shaker Table	May-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	13	Pitter Sharpling Set	Apr-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	26	Apple Deleaser - Upper Building	Feb-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	33	Case Coder for 4 oz line	Feb-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	39	Lawn Mower	May-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	42	PROGRAMMABLE CONTROLS THAT	Jun-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	43	Pitless Adaptor	Jun-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	44	ROLLER/LACER FOR ALL CONV	Oct-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	46	CAN CABLE FOR OVERHEAD FE	Feb-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	49	FUSE PLUG FOR IQF MOTOR C	Mar-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	50	CONVEYOR LUGS	Aug-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	54	Kenetic Pump	Oct-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	57	NEW SS SUGAR TOWER 5+1	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	70	BRUSH CUTTERS	Jun-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	72	Rebuild Cooker Auger	Mar-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	73	Sugar Platform Line 4	Oct-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	75	SNOW BLOWER ARIENS ST824	Nov-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	81	VWR WATERBATH FOR LAB	Apr-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	83	APPLE SLICER / CHERRY CON	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	80	PUMP	Apr-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	91	REPAIRS ALONG SEAMS IN PR	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	94	#10 VACUUM SYRUPPER REBUILD	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	96	GAUGE-MODEL 1060CS FORCE	Apr-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	97	FUEL TANK STANDS	Mar-81	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	102	UPGRADE LINE #1 & #2	Sep-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	103	SCALE FAIRBANKS 1124D	Jul-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	105	GEARMOTOR EURODRIVE	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	108	RIDING LAWN TRACTOR	May-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	110	HIGH PRESSURE DROPS IN	Jan-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	112	MOTOR M10C1515 REEVES	Sep-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	115	CONVEYOR SS 12 X 16 W/GEAR	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	118	MOTOR CONTROLLER EMERSON	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	119	MOTOR CONTROLLER EMERSON	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	121	POWER WASHER & ACCESSORIE	May-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	123	CONTROLLER AC VARIABLE	Aug-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	124	SPOUT MAGNET 14-1/2 LONG	Jul-92	Personal	CGI	Zone 02 Current CGI Productions

# **Asset Division (25th Jan 2018) : List of CGI assets**

All assets transferred from CGI to MNA must include all spare parts and documents related to those assets

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	98	GAS TIGHT SUIT-RESPONDER	Aug-95	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	150	LAPTOP FOR SALES	Apr-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	195	COMPUTER AND SET-UP FOR S	Feb-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	227	PERSONAL COMPUTER	Apr-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	263	LAPTOP	Mar-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	327	LAPTOP FOR SALES	Oct-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	360	SELF CONTAINED BREATHING	Jul-92	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	372	PRINTER CODING MACHINE	Sep-09	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	373	PRINTER CODING MACHIN	Sep-09	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	377	LAPTOP & EXTRA'S	Aug-03	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	459	Cisco Phone System	Nov-11	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	460	LAPTOP AND ACCESSORIES	Oct-01	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	461	PORTABLE GAS MONITOR	Jul-95	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	476	LAPTOP AND SOFTWARE	Jul-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	530	PC & LAPTOP	Apr-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	554	DESKTOPS - COMPUTERS	Sep-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	590	COMPUTER PRINTER - SHIPPI	Jan-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	594	PRINTER AND STAND FOR S/R	May-09	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	621	GENESIS R&D LABEL PRINTIN	Jan-07	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	647	PRINTER FOR 4 OZ LINE	Apr-08	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	752	NEW PRINTER	Feb-06	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	805	NOTEBOOK/LAPTOP FOR TOM R	Apr-06	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	806	MS OFFICE SOFTWARE	Jul-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	852	6 NEW PC'S W/ LABOR	Jan-04	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	981	PC'S	Jul-05	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1289	Hitachi model printer	Dec-13	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1290	Computers	Feb-14	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	1530	Printhead/Mark-Pack, Inc	Aug-14	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	BECK/ERP IMPLEMENTATION/PHASE II Hardw	Aug-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	BECK/ERP IMPLEMENTATION/PHASE II softw	Aug-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	x	COMPUTER HP PROBOOK 450 G2	Nov-15	Personal	CGI	Zone 01 Current CGI Office
GRAWN	CGI	2	Fey iso Flow Shaker Table	May-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	13	Pitter Sharping Set	Apr-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	26	Apple Delester - Upper Building	Feb-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	33	Case Coder for 4 oz line	Feb-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	39	Lawn Mower	May-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	42	PROGRAMABLE CONTROLS THAT	Jun-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	43	Pitless Adaptor	Jun-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	44	ROLLER/LACER FOR ALL CONV	Oct-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	46	CAN CABLE FOR OVERHEAD FE	Feb-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	49	FUSE PLUG FOR IOF MOTOR C	Mar-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	50	CONVEYOR LUGS	Aug-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	54	Kenetic Pump	Oct-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	57	NEW SS SUGAR TOWER 5+1	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	70	BRUSH CUTTERS	Jun-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	72	Rebuild Cooker Auger	Mar-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	73	Sugar Platform Line 4	Oct-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	75	SNOW BLOWER ARIENS ST824	Nov-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	81	VWR WATERBATH FOR LAB	Apr-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	83	APPLE SLICER / CHERRY CON	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	89	PUMP	Apr-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	91	REPAIRS ALONG SEAMS IN PR	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	94	#10 VACUUM SYRUPER REBUILD	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	96	GAUGE-MODEL 1060CS FORCE	Apr-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	97	FUEL TANK STANDS	Mar-81	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	102	UPGRADE LINE #1 & #2	Sep-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	103	SCALE FAIRBANKS 1124D	Jul-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	105	GEARMOTOR EURODRIVE	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	108	RIDING LAWN TRACTOR	May-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	110	HIGH PRESSURE DROPS IN	Jan-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	112	MOTOR M30C1515 REEVES	Sep-85	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	115	CONVEYOR SS 12 X 16 W/GEAR	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	118	MOTOR CONTROLLER EMERSON	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	119	MOTDR CONTROLLER EMERSON	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	121	POWER WASHER & ACCESSORIE	May-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	123	CONTROLLER AC VARIABLE	Aug-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	124	SPOUT MAGNET 14-1/2 LONG	Jul-92	Personal	CGI	Zone 02 Current CGI Productions



Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal / Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	125	GENIE - LIFT FOR MAIN	Apr-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	126	SIZER STAND S/S	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	128	AIR RECEIVER VERT IND	Jul-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	133	LINE 11 CHERRY TANK	Jan-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	134	PUMP TRI-CLOVER MODEL#	Nov-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	138	TRI-CLOVER PUMP	Jun-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	139	MAGNETS	Jun-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	140	COOKER-APS	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	141	APPLE SIZING UNIT W/SIDE	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	142	CONVEYOR SS 12 X 2	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	143	STEEL RAIL BOARD MLM	Feb-85	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	147	1-1/2 940-14 TERICE	Oct-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	148	1-1/2 940-14 TRERICE	Oct-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	149	VISCOMETER	May-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	151	FOOD HANDLING PUMP	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	152	CONVEYOR 55 6 X 3 W/GEAR	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	157	SCALE WITH CIRCUIT BOARD	Jul-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	158	SAW-KALAMAZOO ABRASIVE	Dec-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	159	CONTROLLER AC VARIABLE	Aug-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	163	GATES FOR CHEMICALS	Oct-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	164	TRI-FLO PUMP SP216MD-SKX	Oct-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	165	REEVES 1/4HP RA SIZE05W12	Sep-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	166	MOTOR DRIVE-STOBERCONTRAC	Aug-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	167	PORTABLE DIGITAL SCALE	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	170	DUMP HOPPER W/ELEVATING	Oct-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	172	STOBER WASHDOWN REDUCER	Aug-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	177	REEVES DRIVE 3/4 HP	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	178	PLATFORM SCALE MODEL 940	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	179	PLATFORM SCALE MODEL 940	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	180	STOBER REDUCER	Aug-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	183	FILLER INSERTS FOR 25 OZ.	Mar-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	184	UNIVERSAL PICK UP DEVICE	Jul-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	185	REEVES MOTODRIVE M10H1003	Jan-80	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	188	HOLDTIME CONVEYOR	Jan-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	191	TRERICE VAPOR ACTUATED	Nov-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	192	TRERICE VAPOR ACTUATED	Nov-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	196	SCREW AIR COMPRESSOR	Jul-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	197	JOY TWISTER SCREW COMPRES	Jul-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	198	PLATE MAGNET 18-1/2 LONG	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	203	PALLET ROLLER CONVEYOR	Jul-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	204	40Z LINE WRAP AROUND CASE	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	207	COMPACTOR	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	208	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	209	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	210	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	211	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	212	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	213	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	214	PITTER DISCHARGE CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	216	CROWN BATTERY CHARGER	Sep-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	219	BELT LACER/CUTTER RLC 36	Jun-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	220	CAN TRACK 404X700	Jul-78	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	221	PULL PACK MACHINE	Mar-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	222	CONVEYOR 29FT ARROWHEAD	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	223	CHERRY DESTEMMER STAND SS	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	224	ELIMINATOR STAND	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	226	RADIO SYSTEM	Jul-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	228	STOBER REDUCER W/ 3/4HP	Jun-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	231	MILLER/MATIC 250 WELDER	Sep-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	240	STOBER REDUCER	Aug-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	246	BERKLEY PUMP B32PMS	Mar-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	247	DRUM HANDLER MODEL 4500	Mar-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	248	FILLING HEADS FOR 40Z JUI	Sep-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	250	IOF OMEGA CONTROLLER	Jun-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	252	REEVES DRIVE 1 1/2HP	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	253	TRERICE AIR-OP CONTROLLER	Feb-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	254	SCALES	Jun-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	258	BUILD TANK FOR RECYCLING	Aug-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	260	LONG REACH ROTATOR 360°	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	264	GEARMOTOR MASTER X75828	Jun-92	Personal	CGI	Zone 02 Current CGI Productions

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	267	4 JAMESBURY BALL VALVE	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	269	PITTER GATES S/S	Jun-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	270	STORAGE RACK 7 UPRIGHTS	Jun-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	271	HYDRAULIC DRUM LIFTER	Apr-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	272	5 HP CENTRIFUGAL PUMP	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	276	AIR CURTAIN 10 X 12 W/3	Mar-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	277	ALLEN BRADLEY 600V AC MAX	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	284	Printer for Single Serve	Feb-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	286	PALLET RACK 6UPRIGHTS	Jan-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	289	CHERRY BELT SWEET CHERRY	Mar-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	291	LUMINATOR K SERIES	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	293	HAPMAN AUGER W/SS HOPPER	Jul-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	294	EQUIP LAB TO TEST COLOR	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	298	REDUCER W/LINCOLN 5 HP	Aug-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	300	RELOCATE CLO2 SYSTEM	Jan-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	301	PUMP ROTARY 03B-P-144400	Nov-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	302	Vacuum Pump	Jul-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	304	FORKLIFT W/SIDESHIFTER	Sep-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	306	AIR DRYER	Jul-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	307	TD570NK184 REDUCER	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	308	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	309	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	310	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	311	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	312	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	313	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	314	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	315	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	316	BATTERY CHARGER	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	318	INFRA PAK DUAL PEDISTAL	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	320	TRI CLOVER PUMP	Dec-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	321	STOBER W/2HP LESSON MOTOR	Nov-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	326	PLATE EXCHANGER - JUICE I	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	328	PITTER REBUILD	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	329	TANK 6CF 45 GALLON S/S	Oct-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	330	APPLE DUMP LINE	Jan-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	331	BATTERY CHARGER 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	332	BATTERY CHARGER 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	338	PUMP-P11731 PACIFIC	Dec-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	341	46 OZ PATTERN FOR CASE	Mar-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	342	SINGLE PEN RECORDER	Jan-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	343	SCISSORS LIFT STD 24 X 48	Jun-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	348	CONVEYORS SS APS 2 UNITS	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	352	VALVE-DIAPHRAGM CONTROL	Jul-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	353	CASE STOP & PATTERN ADD	Apr-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	354	Closing Machine Rebuild	Nov-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	356	SAFETY SUPPLIES	Jan-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	359	STARTER & ELEMENT	Dec-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	361	MILLER SYNCROWAVE 250	Sep-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	362	WASTE APPLE CONVEYOR	Feb-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	363	BUCKET 2 YD CAPACITY	Oct-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	367	SCALE-FAIRBANKS PLATFORM	Jun-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	368	SCALE-FAIRBANKS PLATFORM	Jun-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	369	GAS WELDER MILLER 225G	May-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	370	E-Z RIDER ELEVATING WORK	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	380	PUMP-APPLE LINE HYDROSIEV	Jan-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	381	RIGID PACKAGE PIERCING	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	385	BASKET SYSTEM FOR STRAINI	Feb-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	389	CHARGER	Apr-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	394	STOBER WASHDOWN REDUCER	Nov-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	395	PUMP DRIVE TD5710018K184	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	396	PUMP DRIVE TD5710018K184	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	397	PUMP DRIVE TD5710018K184	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	398	ORCHARD TANKS	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	399	HP 3600 RPM MOTOR	Sep-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	401	PLANT COMMUNICATION EQUIP	Apr-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	404	API COOLING TOWER SETUP	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	407	I&H CONVEYOR 2/7.5 & 4X	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	409	WATER SOFTNER	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	410	LS3200 HAND HELD SCANNER	Mar-97	Personal	CGI	Zone 02 Current CGI Productions

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	411	STOBER W/SHP LESSON MOTOR	Nov-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	412	AIR/WATER MANIFOLDS	Aug-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	413	FINISHER-LANSENKAMP	May-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	414	FILLER-30# DUNKLEY	May-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	418	HELIARC WELDER MILLER	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	421	CONVEYOR BELT FOR 30# LINE	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	422	S/S BLENDING TANK 2650GAL	Oct-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	428	STOBER W/SHP 1800 RPM	Sep-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	438	FAIRBANKS STAINLESS STEEL	Jul-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	439	BATTERY CHARGER	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	440	BATTERY CHARGER	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	441	BATTERY CHARGER	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	442	VIKING SYRUP PUMP	Feb-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	443	REBUILD #10 COOLER	Jul-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	444	T6 PUMP FOR HYDROSIEVE	Jun-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	450	STOBER WASHDOWN REDUCER	Aug-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	453	SETUP CHRGS-ELECTRICAL	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	455	#10 LABELER INSTALLATION	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	456	46OZ LABELER INSTALLATION	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	457	LINE #1 & #2 CHERRY ELEVATORS	Apr-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	463	BERKELEY 20 HP PUMP	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	464	METAL DETECTOR W/SS CONV	Mar-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	468	BOX SEALER AUTOMATIC 3MBA	Jul-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	469	URSHEL MOTOR FOR CHOPPER	Sep-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	474	Relocate cherry lines to Main Pit	Nov-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	477	FLUSH FACE PLATE MAGNET	Jul-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	481	SCALES - EXACT WEIGHT	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	482	IMO PUMP	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	483	JET PRINTER FOR CODER	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	484	JET PRINTER FOR CODER	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	486	INSTALL TUBE SHELL TO HEA	Sep-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	487	LABELER CHANGE PARTS	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	489	LINE IMPROVEMENT/SWEETS	Aug-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	493	SCREEN CHANGER SS	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	501	CONVEYOR 46FT ARROWHEAD	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	508	PUMP BERKLEY 20HP 1750RPM	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	509	S/S MIX TANK 2500 GAL	Oct-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	527	#3000 EMPTY CAN FEED	Jan-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	528	1850 26 STEEL STOOL	Jul-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	535	18"H CONVEYOR 2X7.5 TABLE	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	540	PIT ELIMINATOR CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	541	TIMING SCREW 46DS SOLBERN	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	544	S/S DUMP TANK W/ELEVATOR	May-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	547	18"H 3X26" TABLE TOP	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	548	BATTERY	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	549	BATTERY	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	550	BATTERY	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	551	CHAIN ELIMINATOR 48 X 3	May-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	556	SCISSOR LIFT	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	557	AC DRIVE CONTROLS	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	558	GLYCOL CHILLER FRO 40Z	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	559	2 NEW APPLE CONVEYORS	Jan-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	560	PALLET CONVEYOR FOR CAN	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	561	CONVEYOR- PALLET 13	Mar-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	562	HORIZONTAL AGITATOR FOR	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	563	AIR COMPRESSOR INGERSOL	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	565	X-RAY SORTER	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	566	BELT CONVERSION KIT	Dec-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	567	4OZ COOLER PUMP FOR JUICE	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	571	MILLPORT VERTICAL MILLING	Jun-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	572	CARTON CLOSING MACHINE	Dec-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	573	Romicon Filter Upgrade	Sep-11	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	574	BATTERY	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	575	BATTERY	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	576	BATTERY	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	577	BATTERY	Jun-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	579	ORCHARD TANKS	Apr-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	581	AIR DIAPHRAM PUMP WILDEN	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	582	ELIMINATOR- DUNKLEY	May-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	583	STRETCH WRAP MACHINE	Jul-06	Personal	CGI	Zone 02 Current CGI Productions

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GRAWN	CGI	588	PUMP AIR OPERATED DOUBLE	Nov-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	589	PUMP WILDEN MODEL M8/SP	Dec-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	592	EQUIP LAB TO TEST ACID	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	595	SOLBERN FILLER INSTALL	Feb-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	596	ABBE II REFRACTOMETER	Aug-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	602	DESTEMMERS INSTALLATION	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	603	TRICLOVER POSITIVE PUMP	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	604	PUMP TRI CLOVER W/PRESS	May-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	606	LINE #1 IOF BELT SHAKER	Jan-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	607	REFURBISH CHERRY TANKS	Jul-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	611	TRI CLOVER ROTARY PUMP 2	Dec-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	617	Bertocchi Rebuild	Nov-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	619	TRI CLOVER ROTARY PUMP 3	Dec-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	622	PUMP MOYNO TYPE 55Q/AH	Dec-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	624	PUMP WAUKESHA SS W/REEVES	Jan-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	625	CHLORINATE PRE-PITTER WATER	Jul-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	626	SCREEN CAGE W/BLADE	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	632	BATTERY FOR FORKLIFT	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	633	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	634	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	635	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	636	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	637	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	638	BATTERY FOR FORKLIFT 2006	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	639	ELIMINATOR-DUNKLEY	May-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	641	CONVEYOR-SELF CONSTRUCTED	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	642	CONVEYOR-SELF CONSTRUCTED	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	643	TRI CLOVER ROTARY POSPUMP	Dec-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	644	REBUILD ELECTRIC IN	Apr-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	648	CONVEYOR	Mar-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	651	SWEET DUMP TANK	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	654	HYDRAULIC BALER #6031	Jul-82	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	655	SORTING LINE FOR PRESSING	Feb-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	656	APS PUMP UPGRADE	Sep-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	659	3000 GAL SS TANK W/TOP	Oct-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	662	DIAPHRAM PUMP WILDEN	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	664	PAC CHECK 450 W/COMM	Apr-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	666	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	667	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	668	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	669	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	670	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	671	CONVEYOR-CHERRY DISTRIB	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	672	ACCUMULATION TABLE-TAYLOR	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	673	VIKING H897 W/MAG CPLG	Jun-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	677	APS PUMP UPGRADE #2	Aug-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	678	PUSH/PULL WAREHOUSE	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	680	BOX CONVEYOR FOR DP4-I	Aug-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	681	TRASH ELIMINATOR 12 X 5	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	682	NEW SAUCE DRIVER	Aug-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	683	TANK FOR RECYCLING FARMER	Sep-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	685	LAB DIGITAL REFRACTOMETER	Mar-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	686	SORTING CONVEYORS FOR PITTERS	May-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	688	LABELER	Jan-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	690	9FILT- ELIMINATOR 36 WIDE	Jul-84	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	693	VOLUMETRIC FEEDER ACRISON	Jan-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	694	STAR WHEELS FOR LOSSE PAC	Jan-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	696	STAINLESS STEEL DELAFER	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	698	WILDEN PUMP AIR OP DIAPHR	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	703	DUNKLEY ORCHARD TANKS	May-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	704	OXYGEN ANALYZER HS-750	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	707	SLICER-DUNKLEY CHERRY	May-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	708	SLICER-DUNKLEY CHERRY	May-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	720	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	721	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	722	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	727	CARTON CLAMP LONG REACH	Jun-84	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	723	AIR DRY SYSTEM #10 LINE	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	732	CARTON SEALING MACHINE	Oct-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	735	SULLAIR 75HP COMPRESSOR	?	Personal	CGI	Zone 02 Current CGI Productions



Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	740	FINISHER LANGESKAMP	Dec-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	741	R&R 2 APPLE TANKS	Jan-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	742	MIXER 48 DIA A-310 IMP	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	743	BATTERIES	Feb-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	746	PORTABLE JIB CRANE	Jul-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	749	RELOCATE CLOWE LABELER	Apr-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	750	46 OZ JUICE PASTERIZER	Mar-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	759	CHERRY SIZER	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	760	CHERRY SIZER	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	761	CHERRY SIZER	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	779	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	780	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	781	FORKLIFT	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	787	55 200GAL KETTLE TANK	Feb-75	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	788	55 200GAL KETTLE TANK	Feb-75	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	792	ELECTRONIC PRINTER WITH W	Jul-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	812	REWORK #10 ROTARY COOLER	Jun-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	813	DRUM SLICER 34 BLADE	May-08	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	814	TRI-CLOVER STAINLESS 120	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	815	JUICE TANKS/HEAT EXCHG	Oct-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	821	COLLECTION CONVEYOR S/S	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	822	NEW DUMP TANK FOR ELLIOT	Sep-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	830	NEW PUMP FOR CONC LOADING	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	831	IQF AMONIA COIL	Jul-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	832	HEAT EXCHANGER	Jun-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	834	CHERRY DESTEMMER	May-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	835	CHERRY DESTEMMER	May-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	836	CHERRY DESTEMMER	May-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	837	CHERRY DESTEMMER	May-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	838	CHERRY DESTEMMER	May-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	839	CHERRY SIZER S/S WITH	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	840	CONVEYOR GORING KERL	Dec-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	843	JUICE APPLE AUGER	Oct-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	844	PFAUDLER #10 FILLER	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	846	Mixing Kettles	Jun-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	848	MANURE SPREADER	Sep-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	849	SWEET CHERRY SIZER	Jul-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	850	TRASH ELIMINATOR S/S	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	851	9130 SCANNERS W/BRACKETRY	Mar-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	854	INTERMEDIATE BOOT TANK	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	855	CHERRY DESTEMMER	Jun-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	856	CHERRY DESTEMMER	Jun-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	857	FILLER 30#	Jun-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	858	FILLER 30#	Jun-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	859	REBUILD FMC #10 COOKER	Jul-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	860	KUSSEL BRITE PALLETIZER	Oct-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	861	HEAT EXCHANGER	Jan-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	862	CHERRY TANKS REFURBISH	Apr-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	863	MAGNETS-PLATE 18 1/2 LONG	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	865	PITTER FEED CONVEYOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	867	RAW JUICE PASTERIZER	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	871	RETORT SYSTEM VACUUM PUMP	Jun-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	884	TART CHERRY OVERSIZER	Jul-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	886	APS HEAT EXCHANGER UPGRAD	Feb-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	895	SUCHER PRESS MOYNO PUMP	Dec-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	897	CHERRY TANKS	Jan-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	898	402 Line Improvements	Nov-10	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	901	MOYNO 2G065G1 CDQ AAA	Sep-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	902	CIP SYSTEM (DRYER AREA)	Mar-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	908	METAL DETECTOR	Jan-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	911	HIGH PRESS CLEAN SYSTEM	Jun-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	912	EIGHT GRID CONVEYORS	Jun-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	914	FORKLIFT 2006 CROWN	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	915	FORKLIFT 2006 CROWN	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	916	FORKLIFT 2006 CROWN	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	917	FORKLIFT 2006 CROWN	Aug-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	919	LABELER KRONES ROTINA	Apr-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	919	COOLING TOWERS (2 PCS)	Jun-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	922	BUILD THREE CHERRY TANKS	Nov-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	923	MOYNO PUMP	Dec-01	Personal	CGI	Zone 02 Current CGI Productions

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	925	DOUGLAS BATTERIES	Nov-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	929	CONVEYOR-COOLER INFEED	Apr-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	930	BAG / PAIL LIFTER ISOHCAP	Jul-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	932	IMAGE 58 PRINTER & ACCESS	Jan-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	935	CONVEYOR-COOLER TAKEAWAY	Apr-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	938	GORING KERR TEK DSP	Dec-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	941	FORKLIFT MAST X 21'	Aug-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	943	COOLING TOWERS	Jul-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	946	BUILD SUGAR BAG SYSTEM	Jun-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	949	ROMICON FILTER INSTALL	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	951	CONVEYORS (8 PCS)	Jun-85	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	952	SS ROTARY REEL W/OIL	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	954	AC MOTOR CONTROLLER	Jan-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	955	PALLET DISPENSER W/EXTRA	Mar-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	956	COMITROL PROCESSOR	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	960	METAL DETECTOR GORING	Dec-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	961	SYRUP TANK W/HEATER	Dec-83	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	962	DUMP BOOT TANK W/ELEVATOR	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	964	FORKLIFT YALE 1996	Oct-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	965	2 BOOT TANKS FOR PITTER	Jul-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	968	PUMP-SINE SPS-50	Sep-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	970	CHERRY DESTEMMER S/S	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	971	CHERRY DESTEMMER S/S	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	972	CHERRY DESTEMMER SS	Dec-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	973	FORKLIFTS - YARD	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	974	FORKLIFTS - YARD	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	975	FILTER #6 OVERHAUL	?	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	976	FORKLIFTS - S/R	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	977	FORKLIFTS - S/R	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	978	FORKLIFT - S/R	Aug-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	980	2 HIGH SPEED PRINTERS FOR	Jun-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	984	MOTOR CAPACITORS UPGRADE	Jun-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	986	NEW 4OZ PRODUCT VALVE	May-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	993	INK JET CODER A300	Apr-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1000	HYDROCOOLING BELTS	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1004	ELECTRICAL CONTROL SYSTEM	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1005	GLYCOL CHILLER FOR APV	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1008	APS DUMP CONVEYOR	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1012	CLOSING MACH-60L REBUILD	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1014	30H FILLER LINES	Sep-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1016	TURBO II TITRATOR 110V	Jan-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1019	DRAPER COOLER REWORK	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1021	3 TANK CIP SYSTEM	Dec-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1022	#1 IQF SHAKER FEEDER	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1023	VIDEO JET PRINTING SYSTEM	Dec-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1024	AMMONIA TANK RAISE	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1029	PITTER STAND 7 UNIT	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1030	CHERRY PITTER DUNKLEY	Aug-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1031	CHERRY PITTER DUNKLEY	Aug-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1032	CHERRY PITTER DUNKLEY	Aug-92	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1050	IQF CONVEYORS	Jun-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1054	TRAY FORMER 4OZ LINE SP A	Jan-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1056	HOLDTIME CONVEYOR	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1057	MINI SCAN XE PLUS 4S/0	Jun-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1058	6000 GALLON FRIDGE TANK	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1060	BATTERIES	Apr-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1061	2ND COOLING TOWER	Jun-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1070	2 CHERRY DUMP TANKS	Sep-04	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1071	TRACTOR-HARTFORD 4WD	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1072	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1073	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1074	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1075	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1076	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1081	PLASTIC BINS	May-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1084	2 NEW DUMP TANKS	Jun-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1089	SWEET CHERRY LINE BUYOUT	Dec-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1090	KUSEL BRITE STACKER	Dec-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1091	PLASTIC BOXES	May-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1097	REPLACE LINE #2 ASHLOCK PITTER	Nov-07	Personal	CGI	Zone 02 Current CGI Productions

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GRAWN	CGI	1102	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1103	FORKLIFT	Aug-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1107	NISSAN ELECTRIC 1991	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1108	4OZ SINGLE SERVE JUICE	Feb-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1110	PITTER, JUMBO ELLIOTT	Jul-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1111	BUCHER PRESS SETUP CHRGSS	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1113	#10 APS HOLD TIME CONVEYO	May-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1115	CHERRY PITTERS	Apr-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1119	UPGRADE DPA-1 TO 300 CANS	Nov-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1124	NISSAN ELECTRIC 1991E5000	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1125	APPLE BOXES	?	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1127	DCI 7000 GAL SILO	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1128	COOLING TOWERS TO RECYCLE	Mar-02	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1132	LIFT TRUCK CASE 584E	Jun-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1135	DCI 7000 GLA SILO	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1136	FORD 1964 W/BARTLETT SN-9	Jun-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1137	OVERTURE LT STAND ALONE	Mar-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1140	ASHLOCK PITTER LINE#1	Sep-06	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1142	ROLL WASHER / APPLES	Nov-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1144	BUCHER PRESS INSTALLATION	May-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1145	BOX FORMER	Aug-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1150	BUSSE CAN DEPALLETIZER	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1153	BRITE CAN PALLET/DEPALLET	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1155	INSTALL SECOND CASE	Jan-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1159	76 CERAMIC FILTER ELEMENT	Feb-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1163	VIBRATING FILLER IQF	Aug-88	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1165	VAC PAC	May-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1168	BURT 408D MARK V RIGHT	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1169	CASE PALLETIZER W/HEAD	Mar-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1172	REBUILD DUNKLEY PITTERS	Jan-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1175	MACLACHLAN GRADER SERIES	Sep-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1176	SINGLE SERVE LINE SETUP	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1177	TART CHERRY HYDROCOOLER	Aug-09	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1179	CHERRY PITTERS	May-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1180	ANGELUS MODEL 40P	Nov-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1181	TART CH PROCESSING LINE	Jul-85	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1182	BURT 704D MARK V LEFTHAND	Jan-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1183	CASE PALLETIZER 55V	Oct-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1185	CF-90 CASE PALLETIZER #10	Jan-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1186	CF-90 CASE PALLETIZER	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1195	CLOWE LABELER MODEL 70	Jun-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1198	IQF FROM DECATUR LEASE	Jun-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1199	GRINDING MILL TYPE	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1202	APS COOKER	Jun-94	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1203	CONVEYOR SYSTEM SS APS	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1205	PLANT#1 NEW 8 PITTER LINE	Aug-99	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1207	SOLBERN LG SCREW BRINER	Feb-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1209	HEAT EXCHANGER TERLET	Jul-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1211	60L ANGELUS 46OZ JUICE CL	Dec-03	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1216	CLOSING MACHINE ANGELUS	Jul-01	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1217	PLASTIC BAG INSERTER	Jan-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1222	X-RAY SORTER	May-07	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1227	WRAP AROUND CASER 440V	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1228	WRAP AROUND CASER 440V	Dec-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1229	AMMONIA REFRIGERATION &	May-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1231	ADD CHILLING SYSTEM FOR N	Dec-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1233	CLIMAX CASE PACKER	Oct-95	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1234	DT800 BERTOCCHI JUICE	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1247	COMPRESSORS REFRIGERATION	Jul-76	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1248	PITTERS	Jul-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1249	AUTOPROD 2X4 4OZ 55V MACH	Dec-89	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1250	NEW 4 PITTER CHERRY LINE	Jul-98	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1251	BERTOCCHI CX10 COLD	Apr-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1252	INSTALL BUCHER PRESS	Jul-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1254	CHERRY PITTER E-BELTORIVE	Jun-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1258	DACAM AUTO MULTIPACK	Mar-80	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1260	COOKER & COOLER FMC	Jul-86	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1261	JUICE FILTER ROMICON	Nov-91	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1265	DECATUR EQUIPMENT	Jan-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1266	IQF FROM DECATUR	Jan-97	Personal	CGI	Zone 02 Current CGI Productions

Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership after closing	Zones Study Jan 2018
GRAWN	CGI	1268	IQF INSTALL / REFURBISH	Mar-97	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1270	PRESS-BUCHER HPX 5005	Oct-90	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1271	BUCHER HPX5005 HIGH	Nov-93	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1273	NEW HYDROCOOLING SYSTEM	Oct-00	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1274	CONCENTRATOR/GLYCOL	Feb-96	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1275	IQF SYSTEM	Jul-87	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1276	AUTOPROD 40Z LINE	May-05	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1282	Deleaser	Nov-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1283	Apple Chopper Rebuild	Nov-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1284	Apple Finisher Rebuild	Nov-12	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	1285	Single Serve Juice Bottler	Apr-13	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	x	IBOS BATTERY MONITORING SYSTEM	Aug-14	Personal	CGI	Zone 02 Current CGI Productions
GRAWN	CGI	109	OVERHAUL - DUMP TRUCK	Apr-04	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	333	FLATBED DECK REPAIR	Apr-02	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	465	1995 FORD F150 LONG BED	Mar-05	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	709	CLARK FLATBED TRAILER	May-94	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	710	FORD DUMP TRUCK	Aug-01	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	823	GMC FLATBED TRUCK 1985	Jan-91	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	824	GMC SEMI TRACTOR 1985	May-94	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	934	TANKER TRAILER WALKER	Oct-91	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	950	TANKER TRAILER HEIL 1974	Sep-87	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1006	SEMI TRAILER DORSEY 1988	Oct-87	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1013	TANKER TRAILER WALKER	Aug-91	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1027	WALKER TRANSPORT TRAILER	Dec-97	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1092	FORD FLEX 2009/CGI	Oct-08	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1146	2003 FORD TRUCK	Jun-03	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1286	2013 Ford Flex/Gerri S.	Nov-12	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1292	1FTFW1ET3DKG05273 F150 Truck/Eric M.	Jan-13	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1293	1FT7W2B61EEA83409 F250 Truck	?	Personal	CGI	Zone 03 Vehicles
GRAWN	CGI	1028	SPUDNIK VAN UNLOADER	May-09	Personal	CGI	Zone 08 Apple storage (Pole barns)
GRAWN	CGI	905	AIR COMPRESSOR	May-09	Personal	CGI	Zone 12 Current CGI Air Compressed



Leod

Sent: Eric MacLeod  
To: Monday, March 12, 2018 9:39 AM  
Subject: 'Tom Schouten'  
Attachments: Ammonia system components  
201803120935.pdf

Tom:

In speaking with MNA counsel Mr. Wardrop on Wednesday after the hearing of various motions, he represented that Materne desired the CGI ammonia/refrigeration system be decommission, stating their belief the system was too risky to acquire. I mentioned that we had various equipment components and systems that would essentially be of no value to any future occupant if the ammonia is to be removed and suggested CGI might be allowed to include those items in its future M/E auction. He concurred, suggesting we get those components added to the list. The attached is that list. The transformers on page 2 to be included with the items that are dedicated to the refrigeration/ammonia system are the second through fourth items (S/Ns N002489TKRA, 950798-1, and N002500TKRA). As auction value is presently estimated to be \$25K for all this, I don't see a need to put much effort into legal costs in determining if this is a legitimate request, but the Creditors might feel otherwise.

Eric

**Eric MacLeod**

Chairman of the Board of Directors  
President & General Manager



(231) 346-3109  
Cell (231) 218-1820

Note: Discussion w/ Matt Schmidt on 3/16/18  
CGI will retain transformers (3) w/ S/N#;

- 1) N002489TKRA
- 2) N002500TKRA
- 3) 13615

Eric MacLeod  
3/16/18

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REPORTING PERIOD		SSN	FACTOR	START	END	CREATED	VOLUME	FORMER	ACTIVE	RECOVERED	AL FORMER	START	END
DATE	TIME	NO.	NO.	DATE	DATE	DATE	NO.	NO.	NO.	NO.	DATE	DATE	DATE
2010-01-01	00:00	1	1000	2010-01-01	2010-01-01	2010-01-01	1000	1000	1000	1000	2010-01-01	2010-01-01	2010-01-01
TOTAL		1	1000	2010-01-01	2010-01-01	2010-01-01	1000	1000	1000	1000	2010-01-01	2010-01-01	2010-01-01

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SOUND COOLERS (37°F)														
UNIT	DATE	HR	SH	ROOM	CHL. CAP.	REF. CAP.	REF. CAP.	VOLUME	FEED RATE	SURFACE	ANALYSIS	AIR FLOW	COM MOTOR	FAH
NO.						(400 L./H.)	(100 L./H.)	(1000 M <sup>3</sup> /H.)	ENR/HR	(FT <sup>2</sup> /SQ.)	OH	(LBS./MIN.)	(1/4 HP)	(TOTAL °F)
CO-3	CHESTER JENSEN	DEC. 2, 1978			5	0.05	0.05	6.00	-	8.00	-	0.05	0.00	0.20

PERFORMANCE REPORT												
ITEM NO.	ITEM NAME	UNIT	QTY	UNIT PRICE	AMOUNT	TAXES	TOTAL	REMARKS	DATE	BY	CHECKED	REMARKS
001	100% CEMENT	MT	100	1000	100000	0	100000					
002	50% CEMENT	MT	50	500	25000	0	25000					
003	25% CEMENT	MT	25	250	12500	0	12500					
004	12.5% CEMENT	MT	12.5	125	6250	0	6250					
005	6.25% CEMENT	MT	6.25	62.5	3125	0	3125					
006	3.125% CEMENT	MT	3.125	31.25	1562.5	0	1562.5					
007	1.5625% CEMENT	MT	1.5625	15.625	781.25	0	781.25					
008	0.78125% CEMENT	MT	0.78125	7.8125	390.625	0	390.625					
009	0.390625% CEMENT	MT	0.390625	3.90625	195.3125	0	195.3125					
010	0.1953125% CEMENT	MT	0.1953125	1.953125	97.65625	0	97.65625					
011	0.09765625% CEMENT	MT	0.09765625	0.9765625	48.828125	0	48.828125					
012	0.048828125% CEMENT	MT	0.048828125	0.48828125	24.4140625	0	24.4140625					
013	0.0244140625% CEMENT	MT	0.0244140625	0.244140625	12.20703125	0	12.20703125					
014	0.01220703125% CEMENT	MT	0.01220703125	0.1220703125	6.103515625	0	6.103515625					
015	0.006103515625% CEMENT	MT	0.006103515625	0.06103515625	3.0517578125	0	3.0517578125					
016	0.0030517578125% CEMENT	MT	0.0030517578125	0.030517578125	1.52587890625	0	1.52587890625					
017	0.00152587890625% CEMENT	MT	0.00152587890625	0.0152587890625	0.762939453125	0	0.762939453125					
018	0.000762939453125% CEMENT	MT	0.000762939453125	0.00762939453125	0.3814697265625	0	0.3814697265625					
019	0.0003814697265625% CEMENT	MT	0.0003814697265625	0.003814697265625	0.19073486328125	0	0.19073486328125					
020	0.00019073486328125% CEMENT	MT	0.00019073486328125	0.0019073486328125	0.095367431640625	0	0.095367431640625					
021	0.000095367431640625% CEMENT	MT	0.000095367431640625	0.00095367431640625	0.0476837158203125	0	0.0476837158203125					
022	0.0000476837158203125% CEMENT	MT	0.0000476837158203125	0.000476837158203125	0.02384185791015625	0	0.02384185791015625					
023	0.00002384185791015625% CEMENT	MT	0.00002384185791015625	0.0002384185791015625	0.011920928955078125	0	0.011920928955078125					
024	0.000011920928955078125% CEMENT	MT	0.000011920928955078125	0.00011920928955078125	0.0059604644775390625	0	0.0059604644775390625					
025	0.0000059604644775390625% CEMENT	MT	0.0000059604644775390625	0.000059604644775390625	0.00298023223876953125	0	0.00298023223876953125					
026	0.00000298023223876953125% CEMENT	MT	0.00000298023223876953125	0.0000298023223876953125	0.001490116119384765625	0	0.001490116119384765625					
027	0.000001490116119384765625% CEMENT	MT	0.000001490116									

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N002500TKRA,  
~~N002189~~



# Executive Summary - Final Recap

June 02, 2015

Page 1

Customer 7245025 - Cherry Groves

City/State Grawn, MI

Sales Order 10145413

Total TC's 9

Sub Name / Unit No	Serial No	TC No	Draw Date	Equipment / Liquid Type	KVA Rating	Gals.	LS	KF	DGA	LPF	IRH	ICP	FUR	FCB Class	PCB Date	Service Recommendations
The following pieces of equipment tested require service work:																
Main	10401	1	05/02/15	Cabinet Xfmr / Oil	1500	400	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/15/07	PCB Test Repair - Pumps
Comp.	NB02488TKRA	4	05/03/15	Cabinet Xfmr / Oil	1000	240	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/11/07	PCB Test Repair - Pumps
Comp. <i>replaced by ALA</i>	850138-A1	5	03/08/15	Cabinet Xfmr / Oil	1500	365	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/11/07	PCB Test Repair - Leaks
The following pieces of equipment require a monitoring interval shorter than one year:																
Refrig	N002503TKRA	3	05/02/15	Cabinet Xfmr / Oil	1500	285	AC	AC	CU	AC	AC	AC	AC	Non-PCB	12/11/07	See GC Data / Retest 6 Months PCB Test Pump Test Repair - Pumps
Main	31747548-001-01	8	05/02/15	Cabinet Xfmr / Oil	2000	576	AC	AC	CU	AC	CU	CU	AC	Non-PCB	12/11/07	See GC Data / Retest 6 Months Pump Test
The following pieces of equipment show acceptable test data. Normal, one year monitoring is recommended:																
Storage	875001873	2	05/02/15	Cabinet Xfmr / Oil	500	210	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/11/07	Acceptable Data / Retest 1 Year
Plant #2	13615	7	05/02/15	Cabinet Xfmr / Oil	1000	200	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/11/07	Acceptable Data / Retest 1 Year
Co Co Plant	34533883-001-01	9	05/02/15	Cabinet Xfmr / Oil	1500	377	AC	AC	AC	AC	AC	AC	AC	Non-PCB	12/11/07	Acceptable Data / Retest 1 Year

Schedule 1.1(hh)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

LIST OF EXISTING NMTC DOCUMENTS

[attached]

**PROJECT NUMBER: 21760**  
**PROJECT MANAGER: TINA LIN**

**U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION**  
**CHERRY GROWERS**

**CLOSING DATE: NOVEMBER 5, 2012**

**TABLE OF CONTENTS**

**GENERAL**

1. Closing Checklist and Distribution List
2. Intentionally Deleted

**ORGANIZATIONAL DOCUMENTS**

**Cherry Growers Investment Fund, LLC (Fund)**

3. Articles of Organization and Amendment Changing Name of Investment Fund
4. Operating Agreement
5. Amended and Restated Operating Agreement
6. Employer Identification Number [46-0671210]

**Stonehenge Community Development LVIII, LLC (Sub-CDE)**

7. Certificate of Secretary
8. Certificate of Formation
9. Operating Agreement
10. Amended and Restated Operating Agreement
11. Second Amended and Restated Operating Agreement
12. Certificate of Good Standing
13. Employer Identification Number [27-1990953]

**Stonehenge Community Development, LLC (Allocatee)**

14. Certificate of Secretary
15. Certificate of Formation
16. Operating Agreement
17. Certificate of Good Standing
18. Minutes of Board of Managers
19. Employer Identification Number [47-0920292]

**CGI Services, LLC (QALICB)**

20. Officer's Certificate of CGI Processing, LLC
21. Articles of Organization

22. Limited Liability Company Operating Agreement
23. Certificate of Good Standing
24. CGI Processing, LLC Resolution of Directors and Minutes of Board Meeting
25. Employer Identification Number [46-1200430]

**Cherry Growers, Inc. (Leverage Lender)**

26. Officer's Certificate
27. Articles of Incorporation and Amendment
28. Bylaws
29. Certificate of Good Standing
30. Resolutions of Directors and Minutes of Board Meeting
31. Employer Identification Number [38-0416406]
32. Operating Agreement of CGI Processing, LLC

**NEW MARKETS TAX CREDIT DUE DILIGENCE DOCUMENTS**

**Allocatee NMTC Documents**

33. Notice of Allocation
34. NMTC Program Allocation Agreement
35. CDE Certification Application (Sub-CDE)
36. CDE Certification Application (Allocatee)
37. Notice of CDE Certification (Allocatee)
38. Notice of CDE Certification (Sub-CDE)
39. NMTC Program Allocation Tracking Transfer to Sub-CDE
40. Evidence of Advisory Board Recommendation for Investment
41. Sponsor Fee Agreement

**Debarment Certificates**

42. QALICB Debarment Certificate
43. Leverage Lender Debarment Certificate
44. Investment Fund Debarment Certificate
45. USBCDC Debarment Certificate
46. CDFI Geocoder Map [Project Census Tract # 26055990500]

**INVESTMENT/LOAN DOCUMENTS**

47. Financial Projections (with Structure Chart and Compilation Letter)
48. Financial Statements (All QALICB entities and Guarantors, Allocatee)

#### **Leverage Lender Leverage Loan Documents**

- 49. Fund Loan Agreement
- 50. Promissory Note
- 51. Fund Pledge Agreement
- 52. UCC Financing Statement

#### **Tax Credit Guaranty Agreements**

- 53. QALICB Unconditional Guaranty of New Markets Tax Credits, Put Price and Environmental Indemnification
- 54. Collateral Assignment of Fund Loan Documents (Secures QALICB Guaranty)
- 55. UCC Financing Statement (for Collateral Assignment of FLD)
- 56. Intentionally Deleted
- 57. Investment Fund Put and Call Agreement

#### **QLICI Loan Documents**

- 58. Loan Agreement
- 59. Promissory Note (A Note)
- 60. Promissory Note (B Note)
- 61. Leasehold Mortgage
- 62. Assignment of Contracts, Ancillary Documents and Other Rights
- 63. Consent and Agreement of Architect
- 64. Consent and Agreement of Construction Manager
- 65. Guaranty (Payment)
- 66. Unconditional Guaranty of Construction Completion and Excess Development Costs
- 67. Certificate and Indemnity Regarding Hazardous Substances
- 68. Bank Account Pledge Agreement
- 69. Blocked Account Control Agreement
- 70. UCC Financing Statement
- 71. Disbursing Agreement
- 72. Loan Servicing Agreement

#### **REAL ESTATE DOCUMENTS**

- 73. Michigan Business Development Program Grant Agreement
- 74. Asset Purchase Agreement
- 75. Ground Lease
- 76. Memorandum of Ground Lease
- 77. Subordination, Attornment and Non-Disturbance Agreement (with Huntington Bank)
- 78. Lease (between Cherry Growers, Inc. and QALICB)
- 79. Leasehold Owner's Title Commitment

80. Lender's (Sub-CDE) Title Policy
81. Underlying Title Documents
82. Title Instruction Letter
83. Phase 1 Environmental Reports
84. Phase 2 Environmental Reports
85. Long Term Interim Response Action Plan
86. Due Care Plan
87. Environmental Reliance Letter with insurance certificate of consultant attached
88. Groundwater Discharge Permit
89. Zoning Letter
90. Flood Letter
91. ALTA Survey (with Surveyor's Certification)
92. Appraisal (as-is and as-built)
93. Broker Price Opinion
94. UCC, Tax, Bankruptcy, Judgment and Pending Litigation Searches (Allocatee, Sub-CDE, QALICB entities and Guarantors)

#### **CONSTRUCTION AND OPERATION DOCUMENTS**

95. Construction Manager Agreement
96. Construction Manager Qualification Statement
97. Architect Agreement
98. Architect Qualification Statement
99. Assignment and Assumption of Contracts (Construction Manager Agreement and Architect Agreement)
100. Preliminary Plans and Specifications
101. Budget
102. Construction Cost Breakdown
103. Construction Schedule
104. Building Permit
105. Site Plan

#### **Evidence of Insurance Coverage and Certificates**

106. Evidence of Liability Insurance (QALICB, General Contractor, Architect)
107. Evidence of Property Insurance

#### **LEGAL OPINIONS**

108. State Law Non-Tax Opinion (QALICB and Leverage Lender)
109. QALICB/QLICI Tax Opinion
110. Intentionally Deleted



- 111. Intentionally Deleted
- 112. Intentionally Deleted
- 113. Intentionally Deleted
- 114. QALICB Letter of Representations for Tax Opinion

#### **CLOSING ITEMS**

- 115. Flow of Funds
- 116. Evidence of Reimbursable Costs
- 117. Amended and Restated Security Agreement and Assignment of Loan Documents
- 118. Title Company Invoice
- 119. QEI Reporting Package from Stonehenge (Includes 8874-A and QEI Designation Screenshot)

Schedule 1.1(ii)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

NMTC ASSETS (BEING PURCHASED BY MNA)

[attached]

# Asset Division (25th Jan 2018) : List of CGIS assets

All assets transferred from CGI to MNA must include all spare parts and documents related to those assets

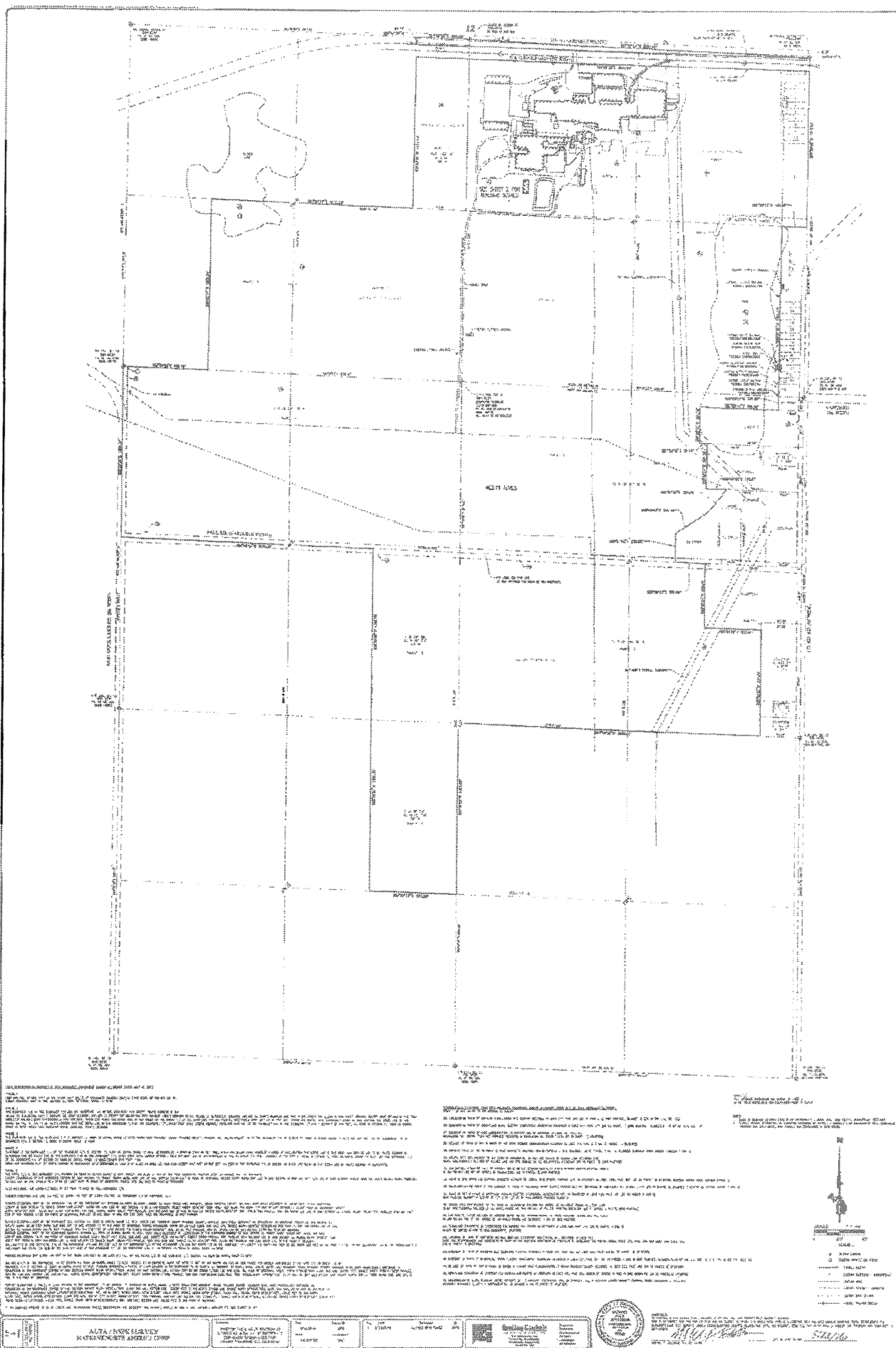
Location	CGI/CGIS before closing	CGI Asset reference	Asset Description	Date in Service	Asset Type (Personal /Real)	Asset Ownership (after NMTC unfold)	Zones Study Jan 2018
GRAWN	CGIS	x	2013 Server Upgrade (Dell Powered)	Feb-12	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGIS	x	Thin Client Stations	Feb-13	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGIS	x	Beck	Jun-14	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGIS	x	Beck	Dec-14	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGIS	x	ERP implementation	Nov-14	Personal	MNA	Zone 01 Current CGI Office
GRAWN	CGIS	x	Well	Jan-14	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGIS	x	Well-adj.	Jan-14	Personal	MNA	Zone 11 Water & Waste water
GRAWN	CGIS	3	Compressor Bldg & Infrastructure	Nov-12	Real	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser 7	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-1550 Ga	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-Kaeser	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	MNA Compressor System-EnerA	Feb-13	Personal	MNA	Zone 13 Current MNA Air Compressed
GRAWN	CGIS	x	Iron Removal System	Nov-12	Personal	MNA	Zone 14 Current MNA Iron removal and soft water
GRAWN	CGIS	x	Water Softener	Sep-14	Personal	MNA	Zone 14 Current MNA Iron removal and soft water
GRAWN	CGIS	1	Original Building	Nov-12	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	2	MNA Building #1	Nov-12	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	23	Elmers	Jan-14	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	25	Building Phase 3	Jan-14	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	x	Materne Bldg./Septic	Apr-15	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	x	Materne Bldg./Design Settlement	Mar-15	Real	MNA	Zone 15 Current MNA Building A/B
GRAWN	CGIS	24	Springfield Inc./Labor/Installation	Jan-14	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGIS	26	Perimeter Road & Logistics	Jan-14	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGIS	x	Materne Bldg./Transformer Upgrade	Sep-15	Real	MNA	Zone 16 Current Building and improvement
GRAWN	CGIS	x	Wireless Infrastructure	Jan-14	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	Wireless Infrastructure	Aug-14	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	2011 Bertocchi VXD3 IT Monoskid	Nov-12	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	Bertocchi Puree Line	May-13	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	2012 Bertocchi VDX7	Mar-13	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	VR Food Equipment	Nov-13	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	Red Sauce Puree Line	Jun-13	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	Bertocchi	Jun-13	Personal	MNA	Zone 17 Current MNA Equipements
GRAWN	CGIS	x	Bertocchi	Jun-13	Personal	MNA	Zone 17 Current MNA Equipements

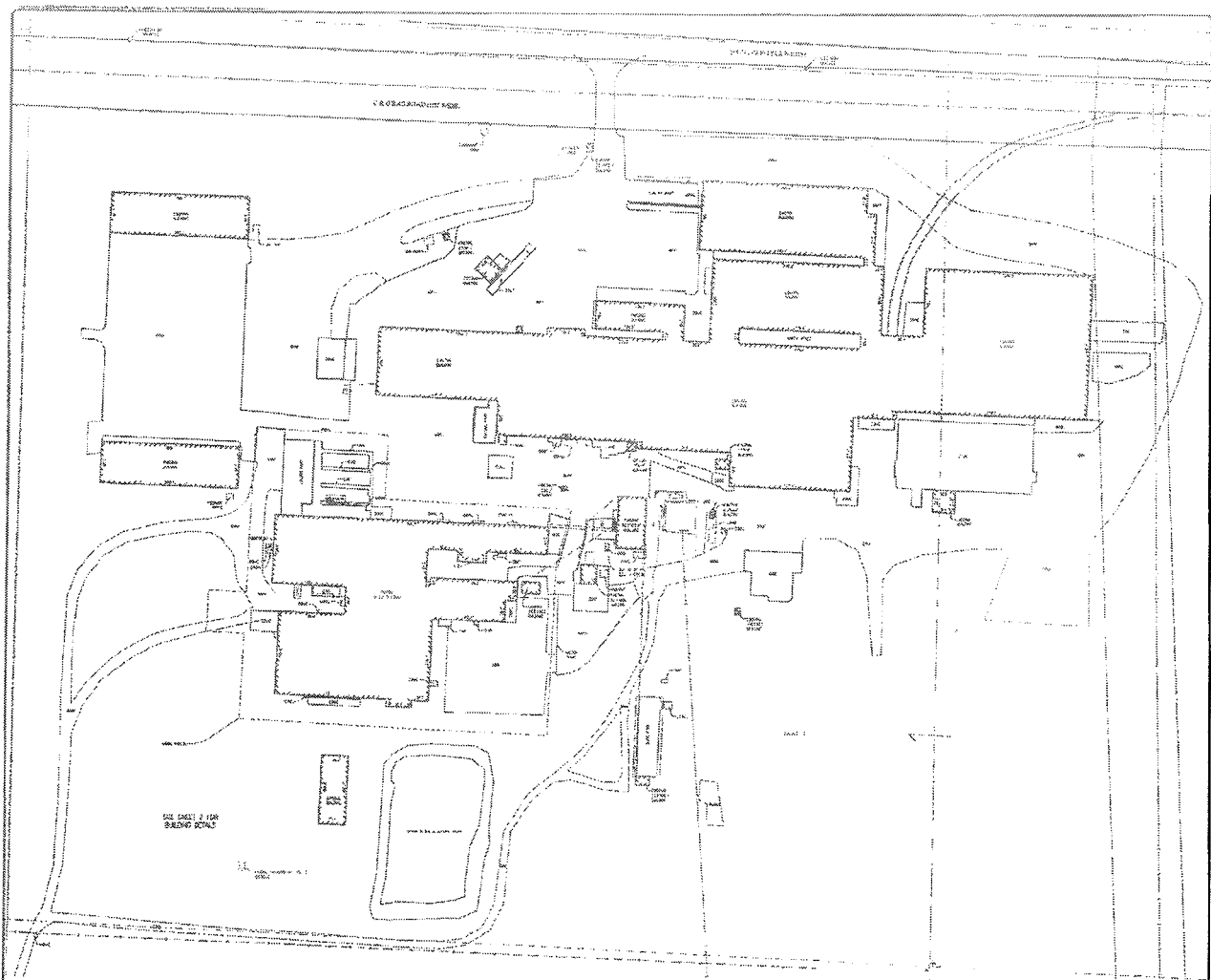
Schedule 1.1(vy)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

REAL ESTATE SURVEY

[attached]





LEGEND  
 1. BUILDING  
 2. WALL  
 3. FENCE  
 4. GATE  
 5. ROAD  
 6. PARKING LOT  
 7. LAUNDRY  
 8. KITCHEN  
 9. DORMITORY  
 10. OFFICE  
 11. RECEPTION  
 12. VISITING AREA  
 13. GYM  
 14. CHURCH  
 15. CLOTHES  
 16. SHOWER  
 17. TOILET  
 18. BATH  
 19. HALL  
 20. STAIR



Schedule 4.3(a)

to the Purchase Agreement dated April 3, 2018 between MNA and CGI

ANTICIPATED NMTC UNWIND DOCUMENTS  
AND  
NMTC UNWIND CONSENTS

[attached]

Schedule 4.3(a)

Primary NMTC Closing Documents, Unwind Documents and NMTC Unwind Consents

1. Deed to All Real Property owned by CGI in Gawn
2. Discharge of Huntington Bank Mortgages and Participation Agreements.
3. Bill of Sale to all personal Property owned by CGI and necessary to MNA current activity at Gawn
4. CGI Assignment to MNA of Leveraged Loan of \$8,311,724
5. Allonge to Leveraged Loan
6. CGI Assignment to MNA of all security for the Leveraged Loan to MNA
7. CGI Assignment to MNA of Landlord's Interest in the Ground Lease
8. CGI Assignment to MNA of Tenant's Interest in the Operating Lease including CGIS consent to the assignment
9. USBank releases its pledge and security interest in Leveraged Loan and Leveraged Loan documents
10. CGI Note to MNA in the amount of \$5,000,000.
11. Loan Agreement between CGI, CGIS, CGI Processing and MNA
12. Consent of CGI Processing to the Loan Agreement and all loan documents
13. Discharge of Huntington Bank Mortgages and Participation Agreements
14. Security interest in CGI 80% membership interest in CGIS and CGI's share of cash flow distributions from CGIS
15. Security interest in CGIS's interest in Investment Fund Put and Call Agreement and Power of Attorney to act on behalf of CGI
16. CGIP Guarantee of the CGI Note to MNA to the extent of interest in CGIS
17. Security interest in CGIP 20% membership interest in CGIS and CGIP's share of cash flow distributions from CGIS
18. CGIS Guarantee of the CGI Note to MNA
19. Security interest in all CGIS assets including personal property and buildings owned by CGIS (all NMTC Assets)
20. Confirmation of NMTC guaranty (QALICB related) by CGI and CGIS
21. Confirmation of NMTC guaranty (CDE related) by CGI and CGIS
22. Limited guaranty of MNA to USBank
23. Amendment to Operating Agreement of CGIS appointing MNA as the sole Manager with no ownership or capital interest
24. Account Control Agreement for CGI, CGIS and CGIP
25. Closing Flow of Funds Memo
26. Escrow Agreement re Unwind with the following documents deposited:
  - a. Notice of the Expiration of the Recapture Period
  - b. Put Notice from USBank unsigned and undated
  - c. Redemption Agreement for Investment Fund's interest in CDE
  - d. QLICI Note Assignment in Redemption between CDE and Investment Fund
  - e. CDE Assignment of QLICI Loan Documents to Investment Fund
  - f. CDE Assignment of CDE QLICI Notes A and B and Security to Investment Fund
  - g. CDE Assignment of Leasehold Mortgage, Loan Agreement and Security Documents to Investment Fund.
  - h. Purchase Agreement for USBank's Investment Fund Membership Interest by CGI
  - i. Assignment of USBank's Investment Fund Membership Interest to CGI



- j. Amendment to Investment Fund Operating Agreement appointing MNA as Manager.
- k. Investment Fund Assignment of CDE QLICI Notes A and B to MNA in satisfaction of the Leveraged Loans
- l. Investment Fund Assignment of QLICI Loan Documents to MNA
- m. Investment Fund Assignment of CDE Leasehold Mortgage, Loan Agreement and Security Documents to MNA.
- n. Allonge to CDE QLICI Notes A and B
- o. CGIS Assignment to MNA in lieu of Foreclosure to MNA of the Landlord's Interest in the Operating Lease
- p. CGIS Assignment to MNA in lieu of Foreclosure to MNA of the Tenants' Interest in the Ground Lease
- q. CGIS Bill of Sale to MNA in lieu of Foreclosure to MNA of all assets including personal Property of CGIS
- r. Release and cancellation of CGI of the \$5,000,000 Note to MNA.
- s. MNA releases CGIS and CGI Processing on Guarantees of \$5,000,000 Note to MNA
- t. MNA releases CGIS on CDE QLICI Notes A and B
- u. Flow of Funds memo
- v. Dissolution of Investment Fund
- w. Escrow Instruction Letter

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# EXHIBIT D

## Machinery and Equipment included in Sale

### Cherry Growers Inc. - Personal Property to be transferred to Materne

Meter	Location	CGI/CG Services ownership	Asset Type	Asset Description	Date in Service	CGI Gross Book value (without amortization)	Amortization Duration	Age in year on 13 sept 2017	Calculated Net Book Value (after Amortization)
110	GRAWN	CGI	Machinery & Equipment	DOCK BOARD/LEVELER KELLEY	Jan-88	\$ 2 344	12	29.7	\$ -
111	GRAWN	CGI	Machinery & Equipment	ATLANTIC DOCK LEVELER	Sep-94	\$ 2 800	12	23.0	\$ -
112	GRAWN	CGI	Machinery & Equipment	DOCK LEVELER ST966 6'X6'	Jan-90	\$ 2 954	12	27.7	\$ -
113	GRAWN	CGI	Machinery & Equipment	DOCK LEVELER RITE HITE	Jun-93	\$ 3 954	12	24.3	\$ -
114	GRAWN	CGI	Machinery & Equipment	DOCK LEVELER RITE HITE	Jun-93	\$ 3 954	12	24.3	\$ -
123	GRAWN	CGI	Machinery & Equipment	PALLET WRAPPING HEAD	Oct-93	\$ 6 128	12	23.9	\$ -
124	GRAWN	CGI	Machinery & Equipment	SHRINK WRAP MACHINE	Apr-02	\$ 7 390	12	15.4	\$ -
125	GRAWN	CGI	Machinery & Equipment	STRETCH WRAP MACHINE #200	Nov-85	\$ 9 113	12	31.8	\$ -
230	GRAWN	CGI	Machinery & Equipment	Henderson Hopper Spreader/snow plower	Nov-13	\$ 9 777	12	3.8	\$ 6 663
924	GRAWN	CGI	Vehicles	FORD FLEX 2009/CGI	Oct-08	\$ 28 751	5	8.9	\$ -
925	GRAWN	CGI	Vehicles	GMC - SIERRA 2008/Security	Oct-08	\$ 29 758	5	8.9	\$ -
931	GRAWN	CGI	Vehicles	MNA Vehicules	Nov-13	\$ 33 681	5	3.8	\$ 7 991
Total CGI personal property to be transferred to Materne						\$ 140 605			\$ 14 655

# **EXHIBIT E**

## **Executory Contracts**

1. Ground lease from Cherry Growers, Inc. to Cherry Growers Services, LLC
2. Operating lease from Cherry Growers, Inc. to CGI Services, LLC
3. Cisco Systems Capital Corp. lease agreement REF#TFV115889 dated February 27, 2017 for certain telephone, fire alarm, and related equipment