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Debtors and Debtors-in-Possession

HONORABLE FREDERICK P. CORBIT

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re BREWSTER HEIGHTS PACKING & ORCHARDS, LP,[1] Debtors.	Chapter 11 Lead Case No. 26-01136 Jointly Administered NOTICE OF FILING OF FORM OF STALKING HORSE APA

[1] The debtors are Brewster Heights Packing & Orchards, LP (Case No. 26-01136); Gebbers Farms Inc. (Case No. 26-01140); Gebbers Orchards, Inc. (Case No. 26-01141); C&M II, LLC (Case No. 26-01137); D&E Storage, LLC (Case No. 26-01138); Eastco, LLC (Case No. 26-01139); GF SA, LLC (Case No. 26-01142); Northco, LLC (Case No. 26-01143); P&G Orchards, LLC (Case No. 26-01144); REPO, LLC (Case No. 26-01145); TJF Properties, LLC (Case No. 26-01146); Westco Orchards, LLC (Case No. 26-01147); and Westco Sales, Inc. (Case No. 26-01148) (collectively, the "Chapter 11 Cases").

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PLEASE TAKE NOTICE that on June 8, 2026, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving Exclusivity Provision in the Term Sheet Between Debtors and U.S. Farming Realty Trust III, LP; (II) Scheduling Hearing to Consider Approval of Expense Reimbursement; and (III) Granting Related Relief* [ECF No. 33] (the "Exclusivity Motion").

PLEASE TAKE FURTHER NOTICE that on June 12, 2026, the Court entered an *Interim Order (I) Approving Exclusivity Provision in the Term Sheet Between Debtors and U.S. Farming Realty Trust III, LP; (II) Scheduling Hearing to Consider Approval of Expense Reimbursement; and (III) Granting Related Relief* [ECF No. 92] (the "Exclusivity Order") granting the Exclusivity Motion.

PLEASE TAKE FURTHER NOTICE on June 12, 2026, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Approving Bid Procedures for the Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Scheduling Certain Dates with Respect Thereto; (III) Approving the Sale of Substantially All of Debtors' Assets; (IV) Approving Assumption and Assignment Procedures; and (V) Granting Related Relief* [ECF No. 94] (the "Bid Procedures Motion").[2]

PLEASE TAKE FURTHER NOTICE that pursuant to the Exclusivity Order and the proposed timeline set forth in the Bid Procedures Motion, the deadline for the Debtors to file a proposed Stalking Horse APA is June 24, 2026.

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[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Exclusivity Motion, Exclusivity Order, and the Bid Procedures Motion, as applicable.

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PLEASE TAKE FURTHER NOTICE that a copy of the Debtors' form of Stalking Horse APA is attached hereto as Exhibit A.[3]

DATED this 24th day of June, 2026.

BUSH KORNFELD LLP

By /s/ Thomas A. Buford
Christine M. Tobin-Presser, WSBA #27628
Thomas A. Buford, WSBA #52969
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and

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[3] This form of Stalking Horse APA does not include input from Heritage Orchard. The Debtors expect Heritage Orchard to propose revisions to the Stalking Horse APA, some of which may be material.

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EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of this __ day of ____________2026, by and between Heritage Orchard Alliance LLC, a [Delaware] limited liability company, or its assignee ("Buyer"), on the one hand, and Brewster Heights Packing & Orchards, LP, a Nevada limited partnership ("BHPO"), Gebbers Farms, Inc., a Washington corporation ("Gebbers Farms"); Gebbers Orchards, Inc. a Washington corporation ("Gebbers Orchards"); C&M II, LLC, a Washington limited liability company ("C&M II"); D&E Storage, LLC, a Washington limited liability company ("D&E"); Eastco, LLC, a Washington limited liability company ("Eastco"); GF SA, LLC, a Washington limited liability company ("GF SA"); Northco, LLC, a Washington limited liability company ("Northco"); P&G Orchards, LLC, a Washington limited liability company ("P&G"); REPO, LLC, a Nevada limited liability company ("REPO"); TJF Properties, LLC, a Washington limited liability company ("TJF"); Westco Orchards, LLC, a Washington limited liability company ("Westco Orchards"); and Westco Sales, Inc., a Nevada corporation ("Westco Sales" and collectively with BHPO, Gebbers Farms, Gebbers Orchards, C&M II, D&E, Eastco, GF SA, Northco, P&G, REPO, TJF and Westco Orchards, "Sellers" and each "Seller"), on the other hand.

RECITALS:

WHEREAS, on June 4, 2026 (the "Petition Date"), Sellers each commenced a chapter 11 bankruptcy case (collectively, the "Chapter 11 Cases") by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Washington (the "Bankruptcy Court"). The Chapter 11 Cases are being jointly administered under the lead case *In re Brewster Heights Packing & Orchards, LP*, No. 26-01136. Sellers[1] continue to manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, Buyer desires to purchase certain assets from Sellers and Sellers desire to sell, convey, assign, and transfer to Buyer such assets pursuant to the terms and conditions of this Agreement;

WHEREAS, the assets will be sold pursuant to the terms of this Agreement and an order of the Bankruptcy Court approving such sale under Sections 105 and 363 of the Bankruptcy Code and the assumption and assignment of the Assumed Executory Contracts (as hereinafter defined) under Section 365 of the Bankruptcy Code;

[1] The debtors are Brewster Heights Packing & Orchards, LP (Case No. 26-01136); Gebbers Farms Inc. (Case No. 26-01140); Gebbers Orchards, Inc. (Case No. 26-01141); C&M II, LLC (Case No. 26-01137); D&E Storage, LLC (Case No. 26-01138); Eastco, LLC (Case No. 26-01139); GF SA, LLC (Case No. 26-01142); Northco, LLC (Case No. 26-01143); P&G Orchards, LLC (Case No. 26-01144); REPO, LLC (Case No. 26-01145); TJF Properties, LLC (Case No. 26-01146); Westco Orchards, LLC (Case No. 26-01147); and Westco Sales, Inc. (Case No. 26-01148).

WHEREAS, in accordance with the Bid Procedures Order (as hereinafter defined), Sellers intend this Agreement to serve as the Stalking Horse APA (as defined in the Bid Procedures) and Buyer to be designated as Stalking Horse Bidder (as defined in the Bid Procedures); and

WHEREAS, in connection with the sale of under this Agreement, Buyer and certain related parties of Sellers will, as a condition to the consummation of this Agreement, enter into the Ancillary Agreements (as defined herein).

ARTICLE I.
DEFINITIONS

Section 1.1 Defined Terms. As used herein, the terms below shall have the following meanings:

"Acquired Assets" shall have the meaning set forth in Section 2.1.

"Affiliate" shall have the same meaning as in the Bankruptcy Code.

"Agreement" shall have the meaning as described in the Preamble.

"Alternative Transaction" shall have the meaning set forth in Section 3.4(a).

"Ancillary Agreements" shall mean collectively (i) the Apple House - CFM Agreement (with agreed form of Amended and Restated CFM LLC Agreement attached), (ii) the Throughput Agreement, (iii) the Cascade FH Lease Agreement, (iv) the Cascade Purchase Agreement, (v) the Apple House - Buyer Investment Agreement (with agreed form of Amended and Restated Buyer LLC Agreement attached), the Proprietary Varieties Agreement, [add others to address Exhibit B ancillary agreements from the Term Sheet needed for closing)[2].

"Assumed Debt Documents" means all documents to be delivered at Closing by Buyer and the lenders party thereto to evidence Buyer's assumption of the Assumed Debt Obligations.

"Assumed Debt Obligations" means the debt obligations of Sellers listed on Schedule A (modified as set forth in Schedule A, and further as modified by the mutual agreement of the lenders party thereto and Buyer).

"Assumed Executory Contracts" shall mean the Existing Contracts designated for assumption and assignment to Buyer pursuant to Section 2.2(a).

"Assumed Liabilities" shall have the meaning set forth in Section 2.2(a).

"Assumed Taxes" means (i) any Liabilities for Taxes attributable to the Acquired Assets or Sellers' Business for any Post-Closing Tax Period, (ii) any Secured Taxes, and (iii) any Transfer Taxes for which Buyer is responsible pursuant to Section 7.5(a).

[2] All Ancillary Agreements to be defined once agreed and attached as Exhibits.

"Bankruptcy Code" shall have the meaning as described in the Recitals.

"Bankruptcy Court" shall have the meaning as described in the Recitals.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure as promulgated under title 28 of the United States Code 28 U.S.C. § 2075, and the general, local and chambers rules of the Bankruptcy Court.

"Bid Procedures" shall mean the bid procedures approved pursuant to the Bid Procedures Order.

"Bid Procedures Order" shall mean that certain *Order (I) Approving Bid Procedures for the Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Scheduling Certain Dates with Respect Thereto; (III) Approving the Sale of Substantially All of Debtors' Assets; (IV) Approving Assumption and Assignment Procedures; and (V) Granting Related Relief*, which was entered by the Bankruptcy Court on July [●], 2026 at ECF No. [●].

"BMO" shall mean BMO Bank N.A., as successor-in-interest to Bank of the West.

"Borton" means Borton & Sons, Inc., a Washington corporation.

"Break-Up Fee" shall have the meaning set forth in Section 3.4(a).

"Business Day" shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Washington or is a day on which banking institutions located in the state are authorized or required by law or other governmental action to close.

"Buyer" shall have the meaning as described in the Preamble.

"Cascade" means Cascade Holdings Group, LP.

"CFM" means Alta Fresh DBA Chelan Fresh Marketing, LLC, a Nevada limited liability company.

"Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

"Closing" shall have the meaning set forth in Section 4.1.

"Closing Date" shall mean a date no later than the Outside Date, or such other date to which Sellers and Buyer agree to, in writing.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Cure Costs" shall mean all monetary liabilities, including prepetition monetary liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Seller's monetary defaults under the Assumed Executory Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court.

"DIP Loan" shall mean those certain debtor-in-possession financing commitments from Sandton Capital Solutions Master Fund VI, LP.

"ERISA" shall mean the Employee Retirement Income Security Act.

"ERISA Affiliate" shall mean any entity required to be aggregated in a controlled group or affiliated service group with any Seller for purposes of ERISA or the Code (including under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA), at any relevant time.

"Expense Reimbursement" shall have the meaning set forth in Section 3.4(b).

"Excluded Assets" shall have the meaning set forth in Section 2.3.

"Existing Contracts" shall mean all oral or written contracts, agreements, real or personal property leases, subleases, unexpired leases, licenses, Permits, distribution arrangements, sales and purchase agreements, and purchase and sale orders to which a Seller is a party. All references herein to "Existing Contracts" shall include unexpired leases unless the context otherwise requires.

"General Diligence Period" means the period commencing on the date of this Agreement and ending on July 15, 2026.

"Governmental Authority" means any United States federal, state or local, or any foreign, government, governmental regulatory or administrative authority, agency or commission or any court, tribunal or judicial or arbitral body.

"Happy Valley Property" means the real property described on Schedule B.

"Indebtedness" with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (i) any obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the Ordinary Course of Business, (ii) the face amount of all letters of credit issued for the account of such Person, (iii) obligations (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens, (iv) capitalized lease obligations, (v) all guarantees and similar obligations of such Person, (vi) all accrued interest, fees and charges in respect of any indebtedness and (vii) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness.

"IRS" shall mean the Internal Revenue Service.

"Knowledge" shall mean the actual knowledge after reasonable inquiry of the current executive officers of Sellers.

"Liabilities" shall mean all liabilities and obligations (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including all liabilities for Taxes with respect to periods prior to the Closing Date (including periods prior to the Petition Date).

"Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, Claim, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, instrument, license, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, (iii) any claim based on any theory that Buyer is a successor, transferee or continuation of any Seller sand (iv) any leasehold interest, license or other right, in favor of a Third Party or Seller, to use any portion of the Acquired Assets, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Material Adverse Effect" means any event, change, occurrence, fact, condition, development, circumstance, set of facts or effect that, individually or in the aggregate, (i) has had, or would reasonably be expected to have, a material adverse effect on the business, assets, liabilities, scope, condition (financial or otherwise) or operating results of the Acquired Assets, the Assumed Liabilities or the Sellers Business, taken as a whole, or (ii) prevents, materially impedes or materially delays or would reasonably be expected to prevent, materially impede or materially delay, the consummation by the Sellers of the transactions contemplated by this Agreement; provided, however, that with respect to clause (i); no effect, change, event, occurrence, fact, condition, development, circumstance or set of facts arising out of or resulting from the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether there has been or will be a Material Adverse Effect: (a) general business or economic conditions in any of the geographical areas in which the Sellers Business operates; (b) any event, change, occurrence or effect affecting United States financial, banking, or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (c) the occurrence of any act of God in the United States or any other country in which the Sellers operate; (d) changes in law or generally accepted accounting principles; (e) the taking of any action expressly required by this Agreement or at the prior written request of Buyer or its Affiliates; (f) the negotiation and execution of this Agreement; (g) any normal seasonal fluctuations in the Sellers Business; (h) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (but for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect); (i) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (j) epidemics, pandemics or other disease outbreaks or public health emergencies; or (k) any effect resulting from the filing or pendency of the Bankruptcy Cases, any order of the Bankruptcy Court or any actions or omissions of Sellers taken or not taken in order to avoid a violation of such order; except, in the case of each of clause (a), (b), (c), or (d), to the extent that the Acquired Assets, Assumed Liabilities or the Sellers Business, taken as a whole, are disproportionately affected thereby as compared with other participants in the industries in which Sellers operates.

"Material Marketability Event" [to come]

"Order" means any decree, order, injunction, rule, judgment, or consent of or by any Governmental Authority.

"Ordinary Course of Business" shall mean the ordinary course of business of Sellers consistent with past custom and practice (including with respect to quantity and frequency), taking into account the effect of the filing of the Chapter 11 Cases and consequent limitations on Sellers' operations.

"Outside Date" shall mean the date that is ninety (90) days following the Petition Date.

"Permitted Exceptions" means all (i) all matters relating to the Land and Improvements thereon reflected in any Title Policy, and (ii) easements, encroachments, boundary disputes, or other matters reflected on any Surveys.

"Person" shall mean any individual, corporation, partnership, limited liability company, trust, association, joint venture or other entity of any kind whatsoever.

"Petition Date" shall has the meaning set forth in the Recitals.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and the portion of any Straddle Period beginning after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on or before the Closing Date.

"Prepetition Obligations" means Sellers' Liabilities occurring prior to the Petition Date.

"Prudential" shall mean The Prudential Insurance Company of America.

"Purchase Price" shall have the meaning as described in Section 2.6(a).

"Representative" shall mean any attorney, accountant, agent, independent contractor or other representative.

"Sale Hearing" means the hearing of the Bankruptcy Court to approve this Agreement and the transactions contemplated herein.

"Sale Order" means the order of the Bankruptcy Court obtained after proper notice to creditors and parties in interest consistent with the Bankruptcy Code, in form and substance reasonably satisfactory to Buyer and Sellers, to be entered by the Bankruptcy Court pursuant to Sections 105, 363, and 365 of the Bankruptcy Code: (i) approving this Agreement and the transactions contemplated hereby; (ii) approving the sale of the Acquired Assets to Buyer free and clear of all Liens and Claims, other than Permitted Encumbrances and Liens securing the Assumed Debt Obligations; (iii) approving the assumption and assignment to Buyer of the Assumed Executory Contracts and the Assumed Debt; (iv) transferring and assigning the Assumed Executory Contracts such that the Assumed Executory Contracts will be in full force and effect from and after the Closing; (v) finding that Buyer is a good-faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code; (vi) confirming that Buyer is acquiring the Acquired Assets free and clear of the Unassumed Liabilities; (vii) providing that the provisions of Bankruptcy Rules 6004(h) and 6006(d) are waived and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (viii) retaining jurisdiction of the Bankruptcy Court to interpret and enforce the terms and provisions of this Agreement; and (ix) authorizing the results of the Auction, if one occurs.

"Schedules" means the Schedules attached to this Agreement, if any.

"Secured Taxes" means any (i) unpaid real estate or excise Taxes or assessments, as of the Closing Date to the extent such Taxes give rise to a Lien or Claim on, or are otherwise secured by or chargeable against, any Acquired Asset and (ii) Trust Fund Taxes.

"Sellers' Business" shall mean Sellers' business as conducted by each Seller prior to the Closing.

"Specified Diligence Items" means one or more (i) preliminary title reports for the Land ("Title Reports"); (ii) ALTA surveys of the Land ("Surveys"); (iii) environmental assessments (Phase I) of the Land and Improvements ("ESAs"); (iv) water analysis, and documentation of all material shared access and irrigation agreements pertaining to the Acquired Assets ("Access and Easement Rights"); and (v) updated machinery and equipment, bins and real estate (excluding orchard real estate) appraisals with respect to the Acquired Assets.

"Specified Diligence Period" means the period commencing on July 15, 2026 and, for each Specified Diligence Item delivered hereunder, ending on the 15th Business Day following the date of delivery of such Specified Diligence Item to Buyer.

"Straddle Period" means any taxable period that begins before and ends after the Closing Date.

"Tax Return" means any return, declaration, report, election, claim for refund, information return or other document, including any schedule, attachment or amendment thereto, filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes.

"Taxes" shall mean all taxes, duties, charges, fees, registration fees, revenue permit fees, levies, penalties or other assessments imposed by any governmental entity or political subdivision thereof, including income, profit, provisional, salary, estate, excise, property, sales, use, occupation, transfer, franchise, payroll, windfall or other profits, alternative minimum, gross receipts, intangibles, capital stock, estimated, employment, unemployment compensation or net worth, environmental, ad valorem, stamp, value added or gains taxes, capital duty, registration and documentation fees, custom duties, tariffs and similar charges, withholding, payroll, social security contributions or charges, disability, or other taxes (including any fee, assessment or other charge in the nature of or in lieu of any tax), including any interest, penalties or additions attributable thereto, and any liability to make payment by way of reimbursement, recharge, indemnity, damages or management charge related to taxes and regardless of whether such amounts are chargeable directly or primarily against the Sellers.

"Term Sheet" shall mean that certain Term Sheet Agreement between Buyer and Sellers dated as of June 16, 2026.

"Third Party" means any Person other than Sellers, Buyer and any of their respective Affiliates.

"Transfer Taxes" means any sales, use, excise, real estate excise, purchase, transfer, stamp, documentary stamp, registration, recording, filing, value added, gross receipts or similar Taxes, fees or charges imposed by any Governmental Authority in connection with the sale, transfer, assignment or delivery of the Acquired Assets, the assumption of the Assumed Liabilities or the recording of any deed or other instrument of transfer pursuant to this Agreement.

"Trust Fund Taxes" means any accrued but unpaid payroll, withholding, and sales and use taxes to the extent that (i) Sellers have actually (A) withheld or collected and (B) set aside such amounts in trust to satisfy such taxes and (ii) all such amounts constitute Acquired Assets.

"WARN Act" means collectively, the Worker Adjustment and Retraining Notification Act of 1989 and any similar state or local law.

"Working Capital" means, as of the date of determination, an amount (positive or negative) equal to (i) the accounts receivable and inventory of Sellers, minus (ii) the post-petition accounts payable of Sellers, in each case as reflected on the consolidated balance sheet of Sellers prepared in accordance with generally accepted accounting principles consistent with the past practices of Sellers.

"Working Capital Deficiency" means, as of the date of determination, the amount by which (if any) Working Capital is less than the Working Capital Target.

"Working Capital Surplus" means, as of the date of determination, the amount by which (if any) Working Capital is greater than the Working Capital Target.

"Working Capital Target" means $___________.

ARTICLE II.
PURCHASE AND SALE

Section 2.1 Transfer of Assets. Subject to the entry of the Sale Order and upon the terms and subject to the conditions and provisions contained herein, at the Closing, Sellers shall sell, convey, transfer, assign and deliver (or cause to be sold, conveyed, transferred, assigned and delivered) to Buyer, free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities, and Buyer shall acquire and accept from Sellers, on an "as is, where is basis, all rights, title and interest in and to all of the assets, properties, business and rights of any and every kind owned by Sellers, whether tangible or intangible, real or personal, including, without limitation, the following assets (but exclusive, in all cases, of the Excluded Assets) (all of the assets to be sold, assigned, transferred and delivered to Buyer hereunder, the "Acquired Assets")[3]:

[3] Parties to discuss whether sale of certain LLC operating entities may facilitate employee transfers and H2A visas.

(a) All of Sellers' rights, title and interest in and to the real property located in [Okanogan] County, Washington, which is legally described on Schedule 2.1(a) attached hereto and incorporated by reference (the "Land"), together with all rights, privileges, easements and appurtenances to the Land (collectively, the "Appurtenances");

(b) Any transferrable or assignable rights, title and interest in and to any oil, gas, minerals, hydrocarbons, geothermal, sand, rock, or gravel resources on, of, or relating to, the Land (the "Mineral Rights");

(c) All of Sellers' rights, title and interest in and to buildings and related improvements and all fixtures now or hereafter located on the Land, including (i) all storage facilities and all houses, sheds, warehouses, mobile homes, and other buildings, (ii) all irrigation and drainage equipment located on, within, and serving the Land, Appurtenances, or Water Rights (as defined in Section 2.1(f)), including, without limitation, wells, well casings, pumps, booster pumps, pump station equipment, pump houses, motors, meters, engines, electrical panels, gearheads, sand filters and pressure systems pumps, irrigation pivots, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe and culverts, (iii) all enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire, (iv) any crop protection equipment and apparatus located on the Land, including, without limitation, any frost protection equipment and wind machines, (v) all electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe, and (vi) all trees, vines and other permanent plantings, whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, end posts, and stakes relating thereto (collectively, the "Improvements");

(d) All of Sellers' transferrable or assignable rights, title and interest in and to any and all (i) land surveys obtained prior to Closing; (ii) water sharing agreements and water delivery agreements set forth on Schedule 2.1(d) attached hereto and incorporated herein ("Water Agreements"); (iii) approvals and permits, including, all permits and related easements with respect to the irrigation water pumping plants, pipelines and related facilities, including those set forth on Schedule 2.1(d) attached hereto and incorporated herein (the "Irrigation System Permits"); (iv) engineering drawings (including CAD files associated with such engineering drawings) to the extent in Sellers' possession and control concerning any infrastructure on or serving the Land, Appurtenances, or Improvements, including, without limitation, irrigation systems, wastewater and drainage systems, reservoirs, frost control systems, roads, electrical systems and grading; (v) to the extent in Sellers' possession, custody, or control, manuals, warranties, and service and maintenance records and agreements; (vi) to the extent in Sellers' possession, custody, or control, soil analyses, and irrigation and wastewater studies; and (vii) to the extent in Sellers' possession, custody or control, records of applications of chemicals, fertilizers, and any other applications on the Land whatsoever pertaining to the ownership or operation of the Land, Appurtenances, Mineral Rights, Water Rights (as defined below in Section 2.1(f)) and/or the Improvements;

(e) Subject to Section 2.2, all of Sellers' transferrable or assignable rights, title and interest in and to the Assumed Executory Contracts;

(f) All of Sellers' transferable or assignable water rights appurtenant to the Land and all rights to receive or store water that serve the Land, including, without limitation, to the extent transferable or assignable, (i) all appurtenant rights to withdraw groundwater and to divert surface water including by prior appropriation or by or under any certificates, permits, rights or licenses granted by any governmental authority or agency including, without limitation, ground and surface water right certificates and permits listed on Schedule 2.1(f) attached to this Agreement and incorporated herein by reference, (ii) any rights to withdraw, divert or use water granted or created by lease, contract or agreement with any government agency, person or entity; (iii) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any district, agency or other governmental entity or within the boundaries of any private water company, mutual water company or other non-governmental entity; (iv) all easements or other rights, including contractual rights, to transport, carry, allocate or otherwise deliver water or any of the foregoing rights from or to the Land by any means, wherever located; and (v) any shares (or any rights under such shares) of any private water company, mutual water company or other non-governmental entity pursuant to which Sellers or the Land may receive and use water (collectively, the "Water Rights");

(g) All of Sellers' rights, title and interest in and to all machinery, tools, equipment (including wind machines, bins, totes and lugs), furniture, movable trade fixtures, office furnishings, spare parts, mechanical and repair shops, vehicles, containers, and other tangible personal property of any Seller;

(h) All of Sellers' rights, title and interest in and to all crops, packing and storage facilities, inventory items (including packing materials, chemicals, fertilizers and other supplies), rolling stock, the remainder of the 2025 crop, rights to packing, storage, marketing and handling fees associated with the 2025 crop, and accounts receivable;

(i) To the extent transferable or assignable, all of Sellers' rights, title and interest in and to other intangible property and rights pertaining to any of the Acquired Assets or its operation or used in connection with the Land, including, but not limited to, to the extent transferable and assignable, all agreements, licenses, governmental authorizations or permits pertaining thereto or to the use, development, ownership, management, possession, occupancy, or operation thereof, and any claims or causes of action (including any avoidance actions) (the "Intangible Property"); and

(j) all other assets, any and all claims and causes of action, including, without limitation, any and all avoidance actions (other than Retained Estate Claims) and any and all derivative estate claims (excluding any Retained Estate Claims), and any and all trade names, trademarks, copyrights, and other intellectual property and license rights, and any minority investment or other businesses owned by the Sellers.

Section 2.2 Assumed Liabilities; Assignment and Assumption of Liabilities

(a) Subject to the terms and conditions set forth in this Agreement, Buyer shall assume from Sellers and thereafter be responsible for the payment, performance or discharge of the obligations under (i) the Executory Contracts listed on Schedule 2.2(a) (the "Assumed

Executory Contracts") first arising after the Closing, (ii) the Assumed Taxes and (iii) the Assumed Debt Obligations (collectively, the "Assumed Liabilities"). Schedule 2.2(a) sets forth the Existing Contracts to which one or more of Sellers is a party, including Sellers' proposed Cure Costs associated with each such Existing Contract. In the event that, after the date hereof and prior to the end of the Election Period (as defined below), Buyer or Sellers determine that any executory Existing Contract was omitted from Schedule 2.2(a), the parties shall work in good faith to amend Schedule 2.2(a) to add such Existing Contract.

(b) From and after the date hereof until three (3) Business Days before the Closing Date (the "Election Period"), Buyer may, by written notice to Sellers (each, an "Election Notice"), (i) designate additional Existing Contracts listed on Schedule 2.2(a) to be added to the Assumed Executory Contracts, effective on, subject to, and as of the Closing Date, or (ii) remove any Contract or Lease from the Assumed Executory Contracts and designate such Contract for rejection effective on, subject to, and as of the Closing Date; provided that the designation of any Contract or Lease for rejection shall not affect the Purchase Price.

(c) All Cure Costs with respect to any Assumed Executory Contract shall be paid by Sellers from the proceeds of the DIP Loan prior to the Closing Date.

(d) Sellers and Buyer shall each use commercially reasonable efforts to resolve any objections to the proposed assumption and assignment of any Assumed Executory Contract. Buyer shall provide evidence of (i) adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code, and (ii) that Buyer is a good faith purchaser for purposes of section 363(m) of the Bankruptcy Code, including through the provision of such financial information and/or the filing of such affidavits or declarations with the Bankruptcy Court as may be reasonably requested by Sellers.

(e) Notwithstanding anything herein to the contrary, an Assumed Executory Contract shall not be assigned to Buyer hereunder to the extent that such Existing Contract (i) is terminated by Sellers or the counterparty thereto, or terminates or expires by its terms, on or prior to the Closing, or (ii) requires a consent or authorization from a Governmental Authority (other than the Bankruptcy Court) which has not been obtained prior to the Closing. In the event that any Assumed Executory Contract is not assigned pursuant to clause (ii), the Closing shall nonetheless occur and, thereafter, through the earlier of the time such consent or authorization is obtained and six (6) months following the Closing, Sellers and Buyer shall use reasonable best efforts to secure such consent or authorization as promptly as practicable.

(f) Section 2.2(a) above shall not limit any claims or defenses Buyer may have against any party other than Sellers.

Section 2.3 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the following assets of Sellers shall be retained by Sellers and are not being sold or assigned to Buyer hereunder (the following are referred to herein collectively as the "Excluded Assets"):

(a) (i) any preference actions arising under section 547 of the Bankruptcy Code, except for any such actions against go-forward trade and contract counterparties, which shall be

Acquired Assets, (ii) any claims or causes of action of any kind against any member of the Gebbers family, Cascade, Apple House, CFM, Borton, or any of their respective affiliates or insiders, each of which shall be retained by the Sellers' estate for the benefit of holders of allowed general unsecured claims, and (iii) actions and claims against officers and directors of Sellers and insurance for the same (collectively, the "Retained Estate Claims");

(b) the Happy Valley Property;

(c) corporate charter, seals, minute books, stock transfer books and other documents relating solely to the organization, maintenance and existence of Sellers as limited liability companies or corporations;

(d) all Existing Contracts which are not Assumed Executory Contracts (the "Excluded Contracts");

(e) any rights of Sellers under this Agreement; and

(f) all Tax refunds, overpayments, deposits, credits, attributes, carryforwards, carrybacks, rights of recovery, rights of offset and similar items of Sellers or their respective estates, in each case to the extent relating to any Tax that is not expressly assumed by Buyer under this Agreement.

Section 2.4 No Other Liabilities Assumed. Buyer will not assume any obligation of, other than the Assumed Liabilities. In furtherance and not in limitation of the foregoing, neither Buyer nor any of its Affiliates shall assume, and shall not be deemed to have assumed, any debt, Claim, obligation or other Liability of Sellers whatsoever, including, but not limited to the following (collectively, the "Unassumed Liabilities"):

(a) all Claims or Liabilities of Sellers that relate to any of the Excluded Assets or Excluded Contracts;

(b) any cure obligations, costs and fees (pursuant to Section 365 of the Bankruptcy Code) with respect to any Assumed Executory Contracts;

(c) other than liabilities assumed under Assumed Liabilities, all Indebtedness of Sellers;

(d) all Liabilities of Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Sellers anywhere or Sellers's ownership or lease of any properties or assets or any properties or assets previously used by Sellers at any time, or other actions, omissions or events occurring prior to the Closing including without limitation any such Liabilities which (i) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any law, rule, regulation, treaty or other similar authority or (ii) relate to any and all Claims, disputes, demands, actions, liabilities, damages, suits in equity or at law, administrative, regulatory or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys' fees and/or causes of action of whatever kind or character against Sellers, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(e) any Liability arising out of any action or proceeding commenced against Sellers after the Closing and arising out of, or relating to, any occurrence or event happening prior to the Closing;

(f) all Claims or Liabilities (whether known or unknown) with respect to the current or former employees of Sellers, including, without limitation, payroll, vacation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits, or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including, without limitation, any Liability pursuant to the WARN Act for any action or inaction except to the extent action by Buyer is specifically required by the WARN Act;

(g) any Liability arising under any employee benefit plan of Sellers or any other employee benefit plan, program or arrangement at any time maintained, sponsored or contributed to by Sellers or any ERISA Affiliate, or with respect to which Sellers or any ERISA Affiliate has any liability;

(h) any Liability under any employment, collective bargaining, severance, retention or termination agreement with any employee, independent contractor or contractor (or their representatives) of Sellers, except to the extent such Liabilities arise after Closing and arise under an Assumed Executory Contract;

(i) any Liability of Sellers to any shareholder or Affiliate of Sellers;

(j) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Sellers;

(k) any Liability to distribute to Sellers' shareholders or otherwise apply all or any part of the consideration received hereunder;

(l) any Liability arising out of or resulting from non-compliance with any law, ordinance, regulation or treaty by Sellers;

(m) any Liability of Sellers under this Agreement or any other document executed in connection herewith;

(n) any Liability of Sellers based upon such person's acts or omissions occurring after the Closing;

(o) except to the extent included in Assumed Taxes, any Liability of Sellers for Taxes, including, without limitation, any Liability of Sellers in respect of any amount of federal, state or other Taxes (including, without limitation, interest, penalties and additions to such Taxes and any liabilities relating to Taxes arising (i) as a result of Sellers at any time being a member of an affiliated group (as defined in Section 1504(a) of the Code) and (ii) under any Tax allocation, sharing, indemnity, or similar agreement with any Person) which are imposed on or measured by the income of Sellers for any period; and

(p) any Liability arising out of or resulting from actions taken by Sellers prior to Closing related to the shutdown of any of its operations or facilities or the termination of any of its employees or independent contractors including any severance obligations

The parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement shall not create an Assumed Liability or other Liability of Buyer, except where such disclosed obligation has been expressly assumed by Buyer as an Assumed Liability in accordance with the provisions of Section 2.2 hereof.

Section 2.5 Purchase Price. The "Purchase Price" for the Acquired Assets is (a) [$231.3 million], plus (b) any Working Capital Surplus, minus (c) any Working Capital Deficiency, subject to further adjustment for any costs or prorations as set forth herein.

Section 2.6 Payment of Purchase Price.

(a) *Deposit*. No later than July 1, 2026, Buyer shall deposit with WSFS Bank, N.A., as escrow agent ("Escrow Agent") $1.25 million (the "Deposit") in immediately available, good funds (funds delivered in this manner are referred to herein as "Good Funds"), which Deposit shall be non-refundable to Buyer except as expressly provided herein and shall be held pursuant to the terms of the escrow agreement in substantially the form of Exhibit _ attached hereto and incorporated herein by this reference (the "Escrow Agreement"). At the Closing, the Deposit shall be credited and applied toward payment of the Purchase Price. If the transactions described in this Agreement terminate (i) by reason of Sellers' material default under this Agreement, it being agreed that Buyer shall not have the right to so terminate this Agreement unless Sellers have failed to cure the applicable default within three (3) business days following receipt of written notice thereof from Buyer, or (ii) by reason of the failure of a condition to Buyer's obligations hereunder (the failure of which is not itself the result of a material default by Buyer hereunder), or (iii) pursuant to Section 10.1(e) or Section 10.1(f) in circumstances where such termination was not itself the result of a material default by Buyer hereunder, Buyer and Sellers shall instruct the Escrow Agent to return to Buyer the Deposit (together with all interest accrued thereon), but less an amount equal to 1/2 of the Escrow Agent's escrow fees and charges. If the transactions described in this Agreement terminate (i) by reason of Buyer's material default under this Agreement, it being agreed that Sellers shall not have the right to so terminate this Agreement unless Buyer has failed to cure the applicable default within three (3) business days following receipt of written notice thereof from Sellers, or (ii) by reason of the failure of a condition to Sellers' obligations hereunder set forth in Section 8.6 (the failure of which is not itself the result of a material default by Sellers hereunder), or (iii) pursuant to Section 10.1(g) in circumstances where such termination was not itself the result of a material default by Sellers hereunder, Buyer and Sellers shall instruct the Escrow Agent to deliver to Sellers the Deposit (together with all interest accrued thereon), but less an amount equal to 1/2 of the Escrow Agent's escrow fees and charges. The retention of the Deposit by Sellers pursuant to Section 2.6(a) shall not limit or affect any other rights or remedies of Sellers at law or in equity, including the right to seek specific performance or actual damages.

(b) *Cash at Closing*. On the Closing Date, (i) Buyer shall deliver into escrow with the Escrow Agent, Good Funds in the amount of (A) $73.75 million, plus (B) any Working Capital Surplus, minus (C) any Working Capital Deficiency, plus (D) any other cash amounts payable by Buyer hereunder (collectively, the "Cash Portion of the Purchase Price"); and (ii) Buyer and the Sellers shall instruct the Escrow Agent to release and disburse the Cash Portion of the Purchase Price and the Deposit in accordance with the written instructions of Buyer and Sellers under the Escrow Agreement (each such instructions on behalf of Buyer and Sellers delivered under the Escrow Agreement, "Escrow Instructions"), this Agreement, and the mutually approved closing settlement statements delivered at Closing.

(c) *Assumption of Assumed Debt and other Assumed Liabilities.* On the Closing Date, Buyer shall assume the Assumed Debt pursuant to the Debt Assumption Agreements, and shall assume all other Assumed Liabilities.

Section 2.7 Purchase Price Allocation.

(a) For U.S. federal and applicable state, local and foreign Tax purposes, the Purchase Price, the Assumed Liabilities and any other amounts properly treated as consideration for Tax purposes shall be allocated among the Acquired Assets in accordance with Section 1060 of the Code, the Treasury Regulations promulgated thereunder and any other applicable Tax Law (the "Allocation"). Within sixty (60) days after the Closing Date, Buyer shall prepare and deliver to Sellers a proposed Allocation for Sellers' review and approval. Sellers shall have thirty (30) days after receipt of the proposed Allocation to provide written notice of any objections, and Buyer shall incorporate any reasonable comments provided by Sellers.

(b) If Sellers timely object to the proposed Allocation, Buyer and Sellers shall negotiate in good faith to resolve such objections. If Buyer and Sellers are unable to resolve any disputed item within fifteen (15) days after Buyer's receipt of Sellers' objection notice, the disputed items shall be resolved by an independent nationally recognized accounting firm reasonably acceptable to Buyer and Sellers, whose determination shall be final and binding on the parties for Tax purposes. The fees and expenses of such accounting firm shall be allocated between Buyer, on the one hand, and Sellers, on the other hand, based on the inverse of the percentage that the accounting firm's determination bears to the total amount of the disputed items as originally submitted to such accounting firm.

(c) Buyer, Sellers and their respective Affiliates shall file all Tax Returns, including IRS Form 8594, consistently with the final Allocation and shall not take any position inconsistent with the final Allocation, except to the extent otherwise required pursuant to a final "determination" within the meaning of Section 1313(a) of the Code or any corresponding provision of state, local or foreign Tax Law. Notwithstanding the foregoing, in administering the Chapter 11 Cases, neither the Bankruptcy Court nor Sellers or any other party in interest shall be required to apply the Allocation for purposes of determining the manner in which the Purchase Price should be allocated among the Acquired Assets for non-Tax purposes.

(d) This Section 2.7 shall survive the Closing.

Section 2.8 Employee Matters.

(a) Sellers shall terminate the employment of all employees as of the Closing.

(b) Buyer shall make offers of employment to all substantially all of Sellers' employees prior to Closing on terms substantially similar to their existing employment arrangements, subject to the right of Buyer to elect not to make offers to any employees that Buyer determines to not meet Buyer's eligibility standards as determined by Buyer in its reasonable discretion.

(c) Sellers shall remain liable to the employees for all payments of wages or other compensation (including vacation pay and bonuses) and other employee benefits and obligations arising at any time out of Sellers' employment relationship with Sellers' employees, other than any employment liabilities assumed by Buyer.

It is expressly agreed and understood that neither Buyer nor any Seller have any right, power or authority to control, direct or regulate the labor relations and human resources policies and procedures of the other, that neither is deemed to constitute the agent or representative of the other and that neither is liable in any manner whatsoever for the acts or omissions of the other, its agents, representatives or employees. All of Sellers' present or former employees which Buyer elect to hire, if any, will be deemed to constitute "new hires" of Buyer.

[*Buyer to address plans for employee offers / retention; continuation of existing insurance, 401k and other employee benefit plans; treatment of PTO, sick leave, vacation bonus programs; COBRA notices, H2A visas and related employment matters*]

Section 2.9 Buyer Financing. No later than July 1, 2026, Buyer shall provide to Sellers written evidence that Buyer has obtained financing (or otherwise has available capital) sufficient to consummate the purchase of the Acquired Assets on the terms hereof (the "Funding Confirmation"), which financing or capital may be conditioned on the receipt and approval of the Specified Diligence Items within the applicable Specified Diligence Period. In the event the Funding Confirmation is not delivered by July 1, 2026, the neither party may terminate this Agreement and the Deposit shall be returned to Buyer.

ARTICLE III.
BANKRUPTCY COURT MATTERS

Section 3.1 Bid Procedures Order and Sale Order. Sellers shall seek on an expedited basis if necessary, entry of the Bid Procedures Order, Sale Order and any other necessary orders by the Bankruptcy Court to consummate the Closing as soon as reasonably practicable following the execution of this Agreement. Buyer and Sellers understand and agree that the transaction is subject to approval by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Bid Procedures Order, Sale Order, including a finding of adequate assurance of future performance by Buyer, and furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order is appealed or otherwise contested, Sellers shall use commercially reasonable efforts to defend such appeal. The Sale Order shall contain findings that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, has not engaged in collusion or other impermissible behavior under 363(n) of the

Bankruptcy Code, and is receiving the Acquired Assets free and clear of any Liens and Claims pursuant to section 363(f) of the Bankruptcy Code.

Section 3.2 Qualified Bids. Subject to the terms of the Bid Procedures Order, on or prior to August 7, 2026 (or such later date as agreed in writing by all of the parties hereto, which may be by email correspondence among counsel) (the "Bid Deadline"), any and all Qualified Bids shall have been submitted pursuant to the Bid Procedures Order.

Section 3.3 Auction. Subject to the terms of the Bid Procedures Order, on or prior to August 12, 2026 (or such later date as agreed in writing by all of the parties hereto, which may be by email correspondence among counsel), the Sellers shall commence the auction contemplated by the Bid Procedures, if any Qualified Bid is submitted prior to the Bid Deadline.

Section 3.4 Break-Up Fee and Expense Reimbursement.

(a) *Break-Up Fee*. In the event the transactions contemplated by this Agreement are not consummated and Sellers consummate a Sale of the Acquired Assets to a Successful Bidder other than Buyer (an "Alternative Transaction"), Sellers shall pay to Buyer, upon the closing of such Alternative Transaction, a break-up fee in an amount equal to three percent (3%) of the Purchase Price (calculated to include cash and assumed debt) (the "Break-Up Fee"), subject to approval by the Bankruptcy Court. Buyer's entitlement to the Break-Up Fee shall survive termination of this Agreement.

(b) *Expense Reimbursement*. In the event the transactions contemplated by this Agreement are not consummated and Sellers consummate an Alternative Transaction, Sellers shall reimburse Buyer for all reasonable and documented out-of-pocket expenses and fees (including legal fees and diligence costs) actually incurred by Buyer in connection with the negotiation, execution, and performance of this Agreement, the Term Sheet, and the transactions contemplated hereby (the "Expense Reimbursement"), subject to approval by the Bankruptcy Court. Buyer's entitlement to the Expense Reimbursement shall survive termination of this Agreement.

(c) *Minimum Overbid*. Any initial overbid at the Auction must equal or exceed the sum of (i) the Purchase Price, plus (ii) the Break-Up Fee, plus (iii) the Expense Reimbursement, plus (iv) $1,000,000. All subsequent overbids shall be in minimum increments of $1,000,000.

Section 3.5 Assignment of Assumed Executory Contracts. Sellers shall file such motions or pleadings as may be appropriate or necessary to: (i) assume and assign the Assumed Executory Contracts to Buyer and (ii) subject to the consent of Buyer, determine the amount of the Cure Costs, all of which shall be in form and substance reasonably acceptable to Buyer; provided that nothing herein shall preclude Sellers from filing one or more motions to reject any Existing Contracts that are not listed on Section 2.2(a) or that have been designated for rejection by Buyer, in each case, subject to consultation with Buyer's prior to filing any such motion.

Section 3.6 Good Faith Cooperation. Buyer shall cooperate with Sellers concerning the Bid Procedures Order, Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement, and Sellers shall use reasonable efforts to provide

Buyer with copies of all applications, pleadings, notices, proposed orders and other documents relating to this Agreement or the transactions contemplated hereby, in advance of the proposed filing date.

ARTICLE IV.
CLOSING

Section 4.1 Closing. Upon the terms and conditions set forth herein and in the Sale Order, the closing of the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of ____. Notwithstanding the foregoing, the Closing may be held at such other time and place as is mutually agreeable to the parties. The date of Closing is sometimes referred to herein as the "Closing Date".

Section 4.2 Actions at Closing. At the Closing, Sellers and Buyer shall deliver and do (or cause to be delivered and done) the following:

(a) *Instruments and Possession*. Sellers shall deliver to Buyer:

(i) one or more deeds or other real property conveyance agreements in a form reasonably acceptable to Buyer, conveying in the aggregate the owned real property interests of Sellers included in the Acquired Assets, duly executed by Sellers

(ii) one or more bills of sale, in a form reasonably acceptable to Buyer, conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Assets, duly executed by Sellers;

(iii) assignment and assumption agreements for all Assumed Executory Contracts;

(iv) possession of all tangible Acquired Assets owned by or in the possession of Sellers (excluding any such items that are Excluded Assets);

(v) a Real Estate Excise Tax Affidavit (the "REETA"), duly executed by the applicable Sellers;

(vi) a Notice of Continuance for each parcel of Land subject to special use classifications or tax exemptions, duly executed by Buyer;

(vii) a properly completed and duly executed IRS Form W-9 from each applicable Seller (and/or its regarded owner, if any applicable Seller is disregarded as separate from another Person for U.S. federal income tax purposes);

(viii) Permit Assignments for Water Rights permits __________ on Washington State Department of Ecology standard form ECY 040-1-61 (Rev 09-2015) duly executed by Debtors; and

(ix) appropriate documents providing for the transfer of any other Acquired Assets executed by Sellers;

(b) *Buyer Documents*. Buyer shall deliver to Sellers:

(i) the Debt Assumption Documents; and

(ii) assignment and assumption agreements for all Assumed Executory Contracts; and

(iii) such other documents as may be reasonably requested by Sellers.

(c) *Form of Instruments*. To the extent that a form of any document to be delivered hereunder is not attached as an exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Buyer and Sellers.

Section 4.3 Transaction Expenses. Except for the expenses set forth on Schedule 4.3 (which shall be borne by the party set forth therein), each party shall bear its own costs and expenses, including attorney, accountant and other independent contractor fees, in connection with the execution and negotiation of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to Buyer to enter into this Agreement, each Seller represents and warrants to Buyer that:

Section 5.1 Organization and Authorization. Such Seller is duly organized, validly existing and in good standing under the laws of the State of Washington or State of Nevada, as applicable. Subject to the entry of the Sale Order, (i) this Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)), and (ii) each agreement or instrument which has been or shall be entered into or executed and delivered by Seller in connection with the transactions contemplated hereby has been (or will be) duly authorized, executed and delivered by Seller, and is (or will be when authorized, executed and delivered) a valid and binding obligation of Seller, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

Section 5.2 No Violation. Except to the extent not enforceable due to operation of applicable bankruptcy law or the Sale Order, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by such Seller do not and shall not (i) conflict with or result in any breach of any of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in a violation of, (iv) give any Third Party the right to modify, terminate or accelerate any obligation under, (v) result in the creation of any Lien upon any of the Acquired Assets or (vi) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or other Governmental Authority, under the provisions of the articles of incorporation, by-laws or other constitutive documents of Seller.

Section 5.3 Subsidiaries. Sellers do not own any subsidiaries or hold, directly or indirectly, any stock, partnership interest joint venture interest, or other security or interest in any Person, other than as set forth in Schedule 5.3.

Section 5.4 Governmental Consents and Approvals. Except for the Sale Order, there are no consents, waivers, agreements, approvals, permits or authorizations of, or declarations, filings, notices or registrations to or with, any Governmental Authority required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except where the failure to so obtain would not be reasonably expected to have a Material Adverse Effect.

Section 5.5 Title to Assets

(a) Seller has good and marketable title to the Land and Improvements thereon held in the name of such Seller.

(b) Subject to Bankruptcy Court approval, Seller has the power and the right to sell, assign and transfer and Seller will sell and deliver to Buyer, and upon consummation of the transactions contemplated by this Agreement Buyer will acquire, good and marketable title to the Acquired Assets owned by such Seller free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities.

Section 5.6 Material Existing Contracts. Schedule 5.6 sets forth a list of all Existing Contracts material to the conduct of the Sellers' Business taken as a whole.

Section 5.7 Legal Compliance. As to the Acquired Assets, to such Seller's Knowledge, Seller has complied in all material respects, and is in material compliance, with all applicable laws, ordinances, rules, requirements and regulations of foreign, federal, state and local governments and agencies thereof relating to the ownership of the Acquired Assets. Seller has complied with all laws, ordinances, rules, requirements and regulations relating to data protection and/or privacy, and no notices have been received by, and no claims have been filed against, Seller alleging a violation of any such laws, ordinances, rules, requirements or regulations.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Sellers to enter into this Agreement, Buyer represents and warrants to Sellers that:

Section 6.1 Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [Delaware].

Section 6.2 Authorization. Buyer has all necessary power and authority to enter into this Agreement and has taken all company action necessary to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other company proceedings on the part of Buyer are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)). Each agreement or instrument which has been or shall be entered into or executed and delivered by Buyer in connection with the transactions contemplated hereby has been (or will be) duly authorized, executed and delivered by Buyer, and is (or will be when authorized, executed and delivered) a valid and binding obligation of Buyer, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

Section 6.3 Governmental Consents and Approvals. To Buyer's Knowledge, other than the Sale Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

Section 6.4 No Violation. The execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any provision of the organizational documents of Buyer or (ii) conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Buyer or by which the property or assets of Buyer are bound or affected.

Section 6.5 AS IS Sale; No Reliance. Buyer (a) has had the opportunity to conduct, and is relying solely on, its own inspections of the Acquired Assets and the Sellers Business, and other than the representations and warranties contained in this Agreement, (b) acknowledges and agrees that Sellers have made no other representations or warranties regarding the Acquired Assets or the Sellers Business, and (c) is not relying on Sellers or their representatives with respect to any matter pertaining to the condition of the Acquired Assets or Sellers Business. Except for the representations and warranties of Sellers in this Agreement, **THE ACQUIRED ASSETS ARE BEING SOLD IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS", WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE VII.
ADDITIONAL COVENANTS

Section 7.1 Maintenance of Assets. Sellers shall, to the extent permitted by the Bankruptcy Court and consistent with sound commercial business practices, but without any obligation to discharge Prepetition Obligations, (a) maintain the Acquired Assets in their current state of repair, excepting normal wear and tear, (b) operate the Sellers' Business at in the Ordinary Course of Business based on its status as a debtor in a Chapter 11 bankruptcy, and (c) maintain the insurance covering the Acquired Assets in effect on the date hereof until Closing.

Section 7.2 Access to Information and Facilities; Diligence Matters.

(a) *General Diligence Period*. During the General Diligence Period, Sellers shall allow Buyer and its Representatives and the financial institutions (and their Representatives) providing or proposed to provide financing in connection with this Agreement and the transactions contemplated hereby to make such inspection of the Acquired Assets, and during Sellers' normal business hours to inspect and make copies of contracts, Books and Records and all other documents and information requested by Buyer and related to the Acquired Assets or Sellers' Business, including access to Sellers' employees, upon reasonable advance notice, but in no event less than two (2) days advance notice; provided, however, that any such party shall be bound by a nondisclosure agreement in the form established by Sellers. Such reviews and inspections may include a review of all secured liens and claims against Sellers or the Acquired Assets; financial statements and tax returns of Sellers and Tax Returns relating primarily to the Acquired Assets or Sellers' Business; provided that Sellers shall not be required to provide income Tax Returns or related Tax work papers of Sellers; in-person site inspections; food and worker safety inspections, audits and certifications; crop production data, pool closing statements, crop insurance policies, soil testing and organic certifications; material contracts, licenses and permits; employee census and benefit plan information; insurance policies, litigation and regulatory matters; customary tax structuring and diligence; customer data; PACA compliance matters; and other matters relating to the Sellers or the Sellers Business. Sellers shall use commercially reasonable efforts to facilitate such inspections and diligence efforts as requested by Buyer.

(b) *Specified Diligence Period*. On or before the commencement of the Specified Diligence Period (or as soon thereafter as reasonably available), Sellers shall provide Buyer with the Specified Diligence Items. During the Specified Diligence Period, with respect to each Specified Diligence Item, Buyer shall have fifteen (15) Business Days to review such Specified Diligence Item, and if Buyer does not object to such item within such 15-Business Day period, such Specified Diligence Item shall be deemed to have been approved by Buyer and shall not entitle Buyer to any right to terminate this Agreement.

Section 7.3 Delivery of Closing Balance Sheet and Working Capital. Two (2) Business Days prior to closing, Sellers shall deliver to Buyer a Closing Date balance sheet and the calculation of Working Capital as of the Closing Date, which calculation shall be used to determine the Purchase Price and shall be conclusive absent manifest error.

Section 7.4 Tax Matters; Transfer Taxes; Certain Prorations; Title Insurance; Etc.

(a) *Transfer Taxes*. Buyer shall bear and timely pay all Transfer Taxes, whether imposed on Buyer, Sellers or any of their respective Affiliates. Buyer, at its sole cost and expense, shall prepare and file all Tax Returns, real estate excise tax affidavits and other documentation required in connection with such Transfer Taxes, and Sellers shall reasonably cooperate and execute such documentation as required by applicable Law; provided that Sellers shall not be required to incur any unreimbursed cost or make any payment with respect thereto.

(b) *Tax Prorations*. Taxes with respect to the Acquired Assets for a Straddle Period shall be apportioned between Sellers, on the one hand, and Buyer, on the other hand, (i) in the case of Taxes based on or measured by income, gain or receipts (including sales and use Taxes), employment or payroll Taxes based on an interim closing of the books as of the close of business on the Closing Date and (ii) in the case of Taxes not described in the preceding clause (i) based on the number of days of such Tax period included in the Pre-Closing Tax Period and the number of days of such Tax period included in the Post-Closing Tax Period. Sellers shall be liable for the amount of Taxes that are attributable to the Pre-Closing Tax Period, and Buyer shall be liable for the amount of Taxes that are attributable to the Post-Closing Tax Period. If the amount of any prorated Tax is not known as of the Closing, the parties shall prorate such Tax based on the most recent available Tax bill or assessment, and Buyer and Sellers shall make an appropriate adjustment within thirty (30) days after the actual Tax bill or assessment becomes available.

(c) *Secured Taxes*. Notwithstanding anything to the contrary in this Agreement, all Secured Taxes shall constitute Assumed Taxes and Assumed Liabilities and shall be borne and timely paid by Buyer, whether assessed before, on or after the Closing Date and whether imposed on Buyer, Sellers or any of their respective Affiliates. Secured Taxes shall not be prorated to Sellers or otherwise treated as Unassumed Liabilities.

(d) *Agricultural Classification*. Some or all of the Acquired Assets may be classified as farm and agricultural land under RCW 84.34 for real property Tax purposes. Buyer shall accept and continue such classifications for all portions of the Acquired Assets so classified as of the Closing and shall be solely responsible for paying any penalties or additional Taxes that result from removing any portion of the Acquired Assets from such classification.

(e) *Title Insurance; Recording Fees*. Sellers shall bear or pay (i) any title insurance premiums for a basic title policy with respect to the acquisition of the Acquired Assets, (ii) any Cure Costs payable pursuant to the Sale Order in connection with the assumption and assignment, or the sale, of Assumed Executory Contracts, and (iii) fifty percent (50%) of any escrow fees and charges. Buyer shall bear or pay (A) any title endorsement premiums or similar fees with respect to any title endorsements Buyer may elect to obtain in connection with Buyer's acquisition of the Acquired Assets or any title policies or endorsements requested by Buyer's lender, (B) fifty percent (50%) of any escrow fees and charges, (C) any recording fees and costs for the transfer of the Acquired Assets to Buyer or associated with Buyer's financing or the Assumed Liabilities, and (D) any fees, costs or expenses incurred in connection with the preparation, filing or recording of any Tax Return or other documentation described in this Section 7.5.

(f) *Tax Cooperation; Records*. Buyer and Sellers shall furnish or cause to be furnished to each other, upon reasonable request and as promptly as practicable, such information and assistance relating to the Acquired Assets, Assumed Liabilities and Sellers' Business as is reasonably necessary for the filing of Tax Returns, the making of any election relating to Taxes, the preparation for any audit or other proceeding by a Governmental Authority and the prosecution or defense of any claim, suit or proceeding relating to Taxes. Any reasonable out-of-pocket expenses incurred in furnishing such information or assistance shall be borne by the requesting party. Notwithstanding the foregoing, Sellers shall not be required to provide any income Tax Return, Tax work paper or other Tax information of Sellers or their respective Affiliates except to the extent relating primarily to the Acquired Assets, Assumed Liabilities or Sellers' Business, and nothing in this Section 7.5 shall require Sellers to disclose information that would reasonably be expected to violate applicable Law or waive any attorney-client privilege, work product protection or similar protection.

Section 7.5 Purchase Price Adjustment. The parties shall treat any payment made pursuant to this Agreement that is not otherwise reflected as part of the Purchase Price as an adjustment to the Purchase Price for all income Tax purposes, unless otherwise required by applicable Law.

Section 7.6 Further Assurances

(a) Each Seller will use commercially reasonable efforts to timely obtain any other consent required for the consummation of the transactions contemplated by this Agreement as soon as practicable.

(b) Sellers shall execute such documents and use commercially reasonable efforts to take or cause to be taken all actions and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement (including, without limitation, to put Buyer in actual possession and operating control of the Acquired Assets, to effectuate, record or perfect the transfer of the Acquired Assets to Buyer, to confirm the title of the Acquired Assets in Buyer, to assist Buyer in exercising rights relating thereto, to obtain all consents, approvals and authorizations of Third Parties, to make all filings with and give all notices to Third Parties which may be necessary or required in order to effectuate the transactions contemplated hereby); provided, however, that the foregoing shall not require Sellers to make any payments to any party unless necessary to accomplish the transfers contemplated by this Section 7.6(b). Sellers shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in Article VII of this Agreement.

ARTICLE VIII.
CONDITIONS TO SELLERS' OBLIGATIONS

The obligation of Sellers to sell the Acquired Assets and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Sellers in accordance with Section 11. 4.

Section 8.1 Covenants and Representations. The representations and warranties of Buyer contained in Article VI hereof which are not qualified as to materiality (or Material Adverse Effect) shall be true and correct in all material respects and the representations and warranties of

Buyer contained in Article VI hereof which are qualified as to materiality (or Material Adverse Effect) shall be true and correct in all respects, in each case as of the Closing Date, as though made on such date (except that representations and warranties that speak as of a specific date need be true and correct only as of such date), and Buyer shall have performed in all material respects all of the covenants, agreements and conditions required by this Agreement to be performed, satisfied and complied with by it hereunder on or prior to the Closing.

Section 8.2 Litigation. No action, suit or other proceedings shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any Governmental Authority having appropriate jurisdiction.

Section 8.3 Regulatory Approvals. All regulatory approvals necessary for the Closing of the transactions contemplated by this Agreement (including any filings or notices, or lapses of any waiting periods, required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") shall have been complied with or obtained.

Section 8.4 Bankruptcy Condition. The Sale Order shall have been entered on the Bankruptcy Court's docket by the Clerk of the Bankruptcy Court and shall not have been stayed.

Section 8.5 Ancillary Agreements. All Ancillary Agreements shall have been executed and be effective on terms reasonably acceptable to Sellers.

Section 8.6 Deliveries. On or prior to the Closing Date, Buyer has delivered the following:

(a) to Sellers, a certificate from Buyer in a form reasonably satisfactory to Sellers, dated the Closing Date, stating that the conditions specified in Section 8.1 have been satisfied; and

(b) to Sellers, the Cash Portion of the Purchase Price and Deposit in accordance with Section 2.6(b);

(c) to Sellers and the lenders party thereto, the delivery of the Debt Assumption Documents to Sellers and the lenders party thereto in accordance with Section 2.6(c); and

(d) the documents and instruments called for in Section 4.2.

ARTICLE IX.
CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to purchase the Acquired Assets, assume the Assumed Liabilities, and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Buyer in accordance with Section 11.4:

Section 9.1 Representations and Warranties. The representations and warranties of Sellers contained in Article V hereof which are not qualified as to materiality (or Material Adverse Effect) shall be true and correct in all material respects and the representations and warranties of Sellers contained in Article V hereof which are qualified as to materiality (or Material Adverse Effect) shall be true and correct in all respects, in each case as of the Closing Date, as though made on such date (except that representations and warranties that speak as of a specific date need be true and correct only as of such date), except where the failure of such representation and warranty to be so true and correct has not had and would not reasonably be expected to have a Material Adverse Effect.

Section 9.2 Covenants and Agreements. Sellers shall have performed in all material respects all of the covenants, agreements and conditions required by this Agreement to be performed, satisfied and complied with by it hereunder on or prior to the Closing.

Section 9.3 Regulatory Approvals. All regulatory approvals necessary for the Closing of the transactions contemplated by this Agreement (including any filings or notices, or lapses of any waiting periods, required under the HSR Act shall have been complied with or obtained.

Section 9.4 Bankruptcy Condition. The Sale Order shall have been entered on the Bankruptcy Court's docket by the Clerk of the Bankruptcy Court and shall not have been stayed.

Section 9.5 Litigation. No action, suit or other proceedings shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the material violation of any law, decree or regulation of any Governmental Authority having appropriate jurisdiction.

Section 9.6 Lender Releases. The lenders of Sellers (Prudential and BMO) shall release all Liens on the Acquired Assets other than to the extent such Liens secure Assumed Liabilities.

Section 9.7 DIP Repayment. The DIP Loan shall have been repaid in full in cash at Closing from the proceeds of the Purchase Price, in an amount not to exceed $50,000,000.00.

Section 9.8 Ancillary Agreements. All Ancillary Agreements shall have been executed and be effective and contemporaneously closed on terms reasonably acceptable to Buyer.

Section 9.9 Permit Transfers. Sellers shall have delivered or transferred to Buyer (or entered into licenses and agreements sufficient to enable Buyer to operate the Seller's Business in the ordinary course after Closing until such transfers can be effectuated) any and all permits and permissions required to operate the Seller's Business, including but not limited to all access and irrigation easements and all appropriate changes to the property lines as agreed among the parties.

Section 9.10 Exit Financing. Buyer shall have secured a customary working capital facility for the operation of the Acquired Assets to be available as of the Closing on terms reasonably acceptable to Buyer; provided, however, that the failure of this condition shall not entitle Buyer to the return of the Deposit and Sellers shall retain all rights and remedies with respect thereto. For the avoidance of doubt, the failure of Buyer to secure exit financing shall not excuse

Buyer's obligation to consummate the transactions contemplated hereby if all other conditions to Closing have been satisfied or waived.

Section 9.11 No Material Adverse Effect. Between the date of this Agreement and the Closing, no Material Adverse Effect shall have occurred and be continuing.

Section 9.12 No Material Marketability Event. Between the date of this Agreement and the Closing, no Material Marketability Event shall have occurred and be continuing.

Section 9.13 Deliveries. On or prior to the Closing Date, Sellers shall have delivered to Buyer all of the following:

(a) a certificate in a form reasonably satisfactory to Buyer, dated the Closing Date, stating that the conditions specified in Section 8.1 and Section 8.2 have been satisfied as of the Closing; and

(b) the documents and instruments called for in Section 4.2.

ARTICLE X.
TERMINATION

Section 10.1 Termination. This Agreement may be terminated prior to the Closing:

(a) At any time by mutual written consent executed by both Buyer and Sellers;

(b) by Buyer in the event of the failure of any condition to closing set forth in Article IX;

(c) by Sellers if any event occurs which renders satisfaction of one or more of the conditions to Seller's obligations set forth in Article VIII with respect to the Closing impossible;

(d) by either Buyer or Sellers, by giving written notice of such termination to the other party, if such other party shall breach any of its material representations, covenants or agreements under this Agreement which would result in a failure of the conditions set forth in Sections 9.1 or 9.2, in the case of a termination by Buyer, and the conditions set forth in Section 8.1, in the case of a termination by Sellers, and in the case of covenants and agreements only such breach has not been cured within five (5) business days following the giving of written notice of such breach by the non-breaching party to the breaching party;

(e) by Buyer, upon written notice to Sellers during the General Diligence Period as the result of Buyer being dissatisfied with the results of its due diligence regarding the Acquired Assets and Seller's Business, provided that Buyer shall provide Sellers with reasonable detail regarding the basis for such dissatisfaction and Sellers shall have five (5) Business Days following receipt of such notice to cure or otherwise address the matters identified therein before such termination shall become effective; and

(f) by Buyer upon written notice to Sellers during the Specified Diligence Period for a Specified Diligence Item as the result of Buyer being dissatisfied with the results of its due diligence regarding a Specified Diligence Item.

(g) by Seller if Buyer fails to timely comply with Section 7.3.

(h) by either Buyer or Sellers if the Closing has not occurred on or before the Outside Date, provided that the right to terminate this Agreement under this Section 10.1(h) shall not be available to any party whose material breach of this Agreement has been the principal cause of the failure of the Closing to occur on or before the Outside Date.

Section 10.2 Remedies. In the event of termination of this Agreement pursuant to Section 9.1:

(a) each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same;

(b) no confidential information received by any party with respect to the business of any other party or its Affiliates shall be disclosed to any Third Party, unless required by law; and

(c) all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party. Except as provided in Article III, each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; provided that the foregoing shall not relieve a party of liability for damages actually incurred by the other party as a result of any breach of this Agreement by such party.

Section 10.3 Effect of Termination or Breach. If the transactions contemplated hereby are not consummated this Agreement shall become null and void and of no further force and effect, except for the obligations of the parties contained in this Section 10.3 and in Section 10.2(c), and except that the termination of this Agreement for any cause shall not relieve any party hereto from any liability which at the time of termination had already accrued to any other party hereto or which thereafter may accrue in respect of any act or omission of such party prior to such termination.

ARTICLE XI.
MISCELLANEOUS

Section 11.1 Survival. Except for any covenant, obligation or agreement that by its terms is to be performed (in whole or in part) by any Party following the Closing, none of the representations, warranties, covenants, obligations or agreements of any Party set forth in this Agreement or in any certificate delivered hereunder shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing. Any covenants, obligations or agreements hereunder or under any Ancillary Agreement to be performed from and after the Closing shall survive until completion in accordance with the terms thereof.

Section 11.2 Assignment; Successors. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other; provided, however, (i) Buyer may assign some or all of its rights under this Agreement to any Affiliate of Buyer, so long as Buyer remains liable for its obligations and (ii) Buyer may assign its rights under this Agreement as collateral security to any lender providing Buyer with acquisition financing. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, legatees, successors and permitted assigns, including without limitation any Chapter 11 trustee appointed in the Chapter 11 Case, and no other person shall have any right, benefit or obligation hereunder.

Section 11.3 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, upon receipt of telephonic confirmation; the date after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (*e.g.*, Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. Notices, demands and communications to the Sellers and Buyer shall be sent to the addresses indicated below:

If to Buyer:

Brewster Heights Packing & Orchards, LP
Attn: [●]
25985 Highway 97
PO Box 735
Brewster, WA 98812

With a copy to:

Katten Muchin Rosenman LLP
Attn: John E. Mitchell
2121 N. Pearl St., Suite 1100
Dallas, TX 75201
Email: john.mitchell@katten.com

and

Davis, Arneil Law Firm, LLP
Attn: Bryan J. Maroney
617 Washington Street
Wenatchee, Washington 98801
Email: bryan@dadkp.com

If to Sellers:

Heritage Orchard Alliance LLC
Attn: David Kay
[ADDRESS]
[ADDRESS]

Email: dkay@ao8advisors.com

With a copy to:

Gibson, Dunn & Crutcher LLP
Attn: Rob Fitzgerald
200 Park Avenue
New York, NY 10166
Email: RFitzgerald@gibsondunn.com

or to such other place and with such other copies as either party may designate by written notice to the others.

Section 11.4 Choice of Law; Submission to Jurisdiction. This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of Washington. Each party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to each party at its address specified in Section 11.2. The parties hereto irrevocably submit to the exclusive jurisdiction of the United States Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby and any such dispute shall be deemed to have arisen in the State of Washington. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.

Section 11.5 Entire Agreement; Amendments and Waivers. This Agreement, together with all Exhibits and Schedules attached or to be attached hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with regard to the subject matter hereof. All amendments of this Agreement will only be effective if executed in writing by or on behalf of all parties. No waiver of any of the provisions of this Agreement shall be effective unless made in a writing by the party making the waiver or be deemed or constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 11.6 Construction. The headings and captions of the various Articles and Sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections, paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to Exhibits and Schedules shall be to the specified Exhibits and Schedules attached hereto. All Exhibits and Schedules attached are made a part hereof. All terms defined herein shall have the same meaning in the Exhibits and Schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the Exhibits and Schedules attached hereto. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Whenever in this Agreement provision is made for the payment of attorneys' fees, such provision shall be deemed to mean reasonable attorneys' fees and paralegals' fees. The term "including" when used herein shall mean "including, without limitation." Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 11.7 Third Party Beneficiaries. No Person other than the parties hereto, shall have any rights or claims under this Agreement.

Section 11.8 No Waiver. The failure of either party hereto to seek redress for any breach, or to insist upon the strict performance, of any covenant or condition of this Agreement by the other shall not be, or be deemed to be, a waiver of the breach or failure to perform, nor prevent a subsequent act or omission in violation of, or not strictly complying with, the terms hereof from constituting a default hereunder.

Section 11.9 Multiple Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 11.10 Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the enforceability of a contract and each party forever waives any such defense.

Section 11.11 Invalidity. In the event that any one or more of the provisions, or any portion thereof, contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

Section 11.12 Further Assurances. Without limiting any other rights or obligations of the parties contained in this Agreement, following the Closing, each party agrees to execute, or cause to be executed, such documents, instruments or conveyances and take such actions as may be reasonably requested by the other party to effectuate the purposes of this Agreement, including, without limitation, such instruments as shall be reasonably requested by Buyer to vest in Buyer title in and to the Acquired Assets in accordance with the provisions of this Agreement.

Section 11.13 Cumulative Remedies. All rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

Section 11.14 Currency. Except as otherwise expressly provided in this Agreement, all dollar amounts are stated in United States dollars.

Section 11.15 Representation by Counsel; Mutual Negotiation. Each party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

Section 11.16 Post-Closing Dispute Resolution. Either party may submit to the Bankruptcy Court any controversy, claim or dispute of whatever nature between the parties arising out of or relating to this Agreement after the Closing that is not resolved within thirty (30) days after written notice by one party to the other of such controversy, claim or dispute. The parties agree that the Bankruptcy Court shall have exclusive jurisdiction to resolve such controversy, claim or dispute; provided, however, that upon the entry of a final decree in cases by the Bankruptcy Court, all disputes arising out of or relating to this Agreement (except as otherwise provided herein) shall be brought in a state or federal court located in either Okanogan County for state court matters and the Eastern District of Washington for federal court matters. The Bankruptcy Court shall award a party that prevails in full its reasonable attorneys' fees and costs and shall award a party that prevails less than in full that portion of its reasonable attorneys' fees and costs as determined by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

____

By:________________________________
Its: ________________________________

____

By:________________________________
Its: ________________________________

Schedule A
Assumed Debt Obligations

Prudential Term Loan Revised Terms
[add description for Prudential Term Loans]

• Prudential term loans to be re-tranched in five tranches as set out below in an aggregate amount of $155,580,788.20 (following repayment with $25,000,000 of cash at closing)
• Assumed Prudential term loans to contain affirmative and negative covenants, events of default and termination rights that are reasonably acceptable to the Buyer

Tranche	Amount Outstanding	Interest	Rate	Amortization	Maturity (1)
Tranche 1	$79,081,107.84	4.75%	Fixed	Balloon	8/31/2030
Tranche 2	$18,322,777.53	6.46%	Fixed	Balloon	8/31/2030
Tranche 3	$21,576,902.82	4.78%	Fixed	Balloon	8/31/2030
Tranche 4	$25,000,000.00	7.00%	Fixed	Balloon	8/31/2028
Tranche 5	$11,600,000.00	7.00%	Fixed	Balloon	8/31/2029
	$155,580,788.20				

(1) Assumes closing of 8/31/2026. Maturity to be based on 4, 4, 4, 2, 3 years from closing (respectively).

North Cascades Term Loan
[add description]

[BMO? /add any others]

Schedule B
Happy Valley Property Description

PARCEL 1: 3023233005
THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M., OKANOGAN COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 30
NORTH, RANGE 23 EAST, W.M., OKANOGAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23 A 5/8 INCH REBAR WITH AN ALUMINUM CAP; THENCE SOUTH 00 DEGREES 04 MINUTES 05 SECONDS EAST, ALONG
THE EASTERLY BOUNDARY LINE 846.31 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP, THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID BOUNDARY LINE, SOUTH 00 DEGREES 04 MINUTES 05 SECONDS EAST FOR 1,064.06 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE LEAVING SAID BOUNDARY LINE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS WEST FOR 641.60 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE NORTH 04 DEGREES 18 MINUTES 45 SECONDS WEST FOR 868.50 FEET TO A 5/8 INCH REBAR WITH A PLASTIC CAP; THENCE NORTH 74 DEGREES 16 MINUTES 05 SECONDS EAST FOR 733.11 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: 3023143002
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.

PARCEL 3: 3023142006
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.

PARCEL 4: 3023230001
ALL OF SECTION 23, EXCEPT THE WEST HALF THEREOF, AND EXCEPT THE EAST HALF OF THE SOUTHEAST QUARTER, AND EXCEPT THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN TOWNSHIP 30, RANGE 23 EAST, W.M.

PARCEL 5: 3023231005
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.

PARCEL 6: 3023240002
THAT PORTION OF THE SOUTHWEST QUARTER, AND OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF THE COUNTY ROAD RIGHT OF WAY IN SECTION 24, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.

PARCEL 7: 3023254005
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.

PARCEL 8: 3023261005
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M.; TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 23 EAST, W.M., FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A REBAR AND STAMPED ALUMINUM CAP FROM WHICH THE QUARTER CORNER COMMON THE SECTION 26 AND 25 BEARS SOUTHEAST 00 DEGREES 25 MINUTES 22 SECONDS, 1,321.25 FEET DISTANT; THENCE FROM SAID POINT OF BEGINNING SOUTHEAST 00 DEGREES 25 MINUTES 22 SECONDS, ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR 327.33 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE SOUTHWEST 88 DEGREES 18 MINUTES 07 SECONDS FOR 539.81 FEET; THENCE NORTHWEST 34 DEGREES 54 MINUTES 04 SECONDS FOR 406.64 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTHEAST 89 DEGREES 16 MINUTES 37 SECONDS, ALONG SAID BOUNDARY LINE FOR 769.89 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.