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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 DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DEBTORS' DESIGNATION OF A STALKING HORSE BIDDER; (II)

[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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APPROVING BID PROTECTIONS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

Brewster Heights Packing & Orchards, LP ("BHPO") and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") move (this "Motion"), pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, and 6006(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Eastern District of Washington (the "Local Rules") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Stalking Horse Designation Order"), (i) approving Heritage Orchard Alliance LLC, or another newly-formed acquisition vehicle designated by International Farming Management Company LLC or its assigns/affiliates ("Heritage Orchard") as the Stalking Horse Bidder; (ii) authorizing the Bid Protections in connection therewith; and (iii) granting related relief.

In support of this Motion, the Debtors rely upon, and incorporate by reference (i) the *Declaration of Skye Root in Support of Debtors' Motion for Entry of an Order (I) Approving the Debtors' Designation of a Stalking Horse Bidder; (II) Approving Bid Protections in Connection Therewith; and (III) Granting Related Relief* (the "Root Declaration"); and (ii) the *Declaration of Brooke McGuire in Support of the Debtors' Bankruptcy Petitions and First Day Pleadings* (the "McGuire Declaration"). In further support of this Motion, the Debtors respectfully state as follows:

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I. PRELIMINARY STATEMENT

The Debtors readily admit that the terms of the Stalking Horse APA and the Bid Protections afforded thereby are not the traditional terms and of a structure that this Court (and likely most other bankruptcy courts) have approved to facilitate a competitive bidding process. Instead of a bid with committed financing and final terms, with very few contingencies, this proposed Stalking Horse APA continues to provide Heritage Orchard with general diligence and financing contingencies, albeit in a structure that fall away over time. Further, certain feasibility issues, including confirmation of adequate cash at closing, remain to be resolved.

Nevertheless, the Debtors bring this proposed Stalking Horse APA to this Court for approval because, notwithstanding the forgoing, it provides the Debtors with the most viable path presented to the estates, to date, for a successful sale that would keep the BHPO enterprise operating as a going concern while facilitating a competitive bidding process to maximize value. All potential Bidders continue to be invited and encouraged to contact the Debtors with any expressions of interest in some or all of the Debtors Assets and to participate in the Auction process.

The Debtors believe, in their business judgment, that designating Heritage Orchard as the Stalking Horse Bidder is in the best interests of the estates, and as part of the sale process, notwithstanding the unconventional terms of the Stalking Horse APA, is materially better when measured against the alternative—proceeding to auction with no stalking horse bid at all. Accordingly, in the exercise of their sound business judgment, the Debtors have determined that designation of Heritage Orchard as the Stalking Horse

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Bidder pursuant to the Stalking Horse APA and the associated Bid Protections are in the best interests of the estates, their creditors, and all parties in interest. The Debtors therefore respectfully request that the Court approve the Debtors' designation of Heritage Orchard as the Stalking Horse Bidder under the Stalking Horse APA.

II. FACTUAL BACKGROUND

A. Procedural Background

On June 4, 2026 (the "Petition Date"), the Debtors each filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Washington (the "Court").

The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

No trustee or examiner has been appointed in the Chapter 11 Cases as of the date of this Motion. On June 16, 2026, the United States Trustee appointed an Official Committee of Unsecured Creditors. [ECF No. 111].

Additional information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the commencement of the Chapter 11 Cases, is set forth in the McGuire Declaration.

B. The Debtors' Prepetition Marketing Efforts

As set forth in the Bid Procedures Motion (as defined below), in light of growing liquidity challenges and significant financial distress the Debtors specifically, and the agriculture industry generally, have been experiencing since approximately the fourth quarter of 2024, the Debtors retained Capstone Capital Markets LLC ("Capstone") in

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June 2025 to commence a formal marketing process for the sale of substantially all of the Debtors' assets (the "Assets").

Initially, the Debtors launched a refinancing process during the fourth quarter of 2024 and into 2025. That effort culminated in extensive and exclusive negotiations with a single interested party that had significant existing investments in the Washington agricultural sector. Unfortunately, those negotiations proved unsuccessful.

At that time, the Debtors were operating under short-term forbearance agreements with their secured lenders, BMO Bank N.A., as successor-in-interest to Bank of the West ("BMO") and The Prudential Insurance Company of America ("Prudential"). Both lenders agreed to extend their forbearance periods through August 31, 2025, during which time they would forbear from exercising their rights and remedies under their respective facilities, but only on the condition that the Debtors conduct a concurrent and expedited sale process, encompassing either a sale of the Debtors' Assets or an alternative restructuring transaction. Thus, Capstone went back to the market and through Capstone's efforts, the Debtors received four indications of interest from prospective transaction parties in August 2025. Two such proposals were immediately deemed unacceptable, while the remaining two showed potential. With the expiration of the forbearance period approaching, BMO and Prudential each expressed interest in exploring the two remaining out-of-court restructuring proposals and agreed, both formally and informally, to forbear from exercising their respective rights and remedies until approximately November 15, 2025. By the end of 2025, however, neither proposal materialized.

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Throughout calendar year 2026, Capstone continued to remain in contact and engage potentially interested parties regarding a transaction involving the Debtors, either by way of refinancing, additional investment, or sale. As the Debtors' need for liquidity became imperative and the only viable solution was a debtor in possession ("DIP") loan, Capstone immediately pivoted its efforts and began reaching out to potential buyers and investors, both strategic and financial, with the goal of securing a party to serve as a stalking horse bidder in a chapter 11 process.

As of the Petition Date, the Debtors and their advisors contacted over 80 potentially interested parties as part of this prepetition marketing process and entered into 49 nondisclosure agreements. Potential investors and/or acquirors also had access to a virtual data room. The extensive prepetition marketing process, which continued for almost 18 months, yielded a number of serious expressions of interest, resulting in seven letters of intent from prospective transaction parties.

However, only one proposal was received, structured as a chapter 11 "stalking horse" bid. Multiple other interested parties, however, expressed an interest in participating in any court run process. Thus, shortly before the Petition Date, the Board of Directors for BHPO approved a Letter of Intent with U.S. Farming Realty Trust III, LP (and then subsequently after the Petition Date, a Term Sheet with Heritage Orchard) for a proposed transaction entailing a sale of the Debtors' Assets pursuant to Bankruptcy Code § 363. Heritage Orchard expressed its willingness to serve as the stalking horse bidder in these Chapter 11 Cases subject to a multi-step bid procedures process set forth below.

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C. The Exclusivity Order and Expense Reimbursement

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"). On June 12, 2026, the Court entered an interim order granting the Exclusivity Motion [ECF No. 92] (the "Exclusivity Order"). Pursuant to the Exclusivity Order, the Debtors were authorized to negotiate exclusively with Heritage Orchard toward a definitive stalking horse asset purchase agreement and, during the exclusivity period, were prohibited from soliciting, entertaining, or entering into discussions regarding any alternative transaction involving the sale of all or substantially all of the Assets. The exclusivity period expired on July 1, 2026.

The Exclusivity Order also established a schedule for approval of a limited expense reimbursement for Heritage Orchard, and on June 17, 2026, the Court entered the *Order Approving Expense Reimbursement* [ECF No. 114], allowing Heritage Orchard reasonable and necessary expenses and fees incurred for the period from the Petition Date through July 1, 2026.

D. The Bid Procedures Motion

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'*

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Assets; (IV) Approving Assumption and Assignment Procedures; and (V) Granting Related Relief [ECF No. 94] (the "Bid Procedures Motion"), by which the Debtors sought approval of proposed bid procedures (the "Bid Procedures") providing a clear and open process for the solicitation, receipt, and evaluation of competing bids, together with the scheduling of an auction and related sale dates and deadlines and approval of assumption and assignment procedures. The Bid Procedures Motion contemplated the designation of Heritage Orchard as the stalking horse bidder (the "Stalking Horse Bidder") upon execution of a definitive asset purchase agreement and approval by the Court, along with the provision of bid protections to Heritage Orchard. Consistent with the deadline established in the Exclusivity Order and the timeline proposed in the Bid Procedures Motion, on June 24, 2026, the Debtors filed the *Notice of Filing of Form of Stalking Horse APA* [ECF No. 145], attaching the Debtors' form of asset purchase agreement. That form did not yet include input from Heritage Orchard, and the Debtors noted that they expected Heritage Orchard to propose revisions, some of which might be material.

While the Debtors and Heritage Orchard continued to engage in extensive, good-faith negotiations toward a definitive Stalking Horse APA, they were unable to agree on definitive terms by the time of the hearing on the Bid Procedures Motion. Therefore, on July 7, 2026, the Debtors filed the *Notice of Filing of Revised Bid Procedure Documents* [ECF No. 219], pivoting to a sale process that authorized the Debtors, but did not obligate them, in an exercise of their business judgment and after consultation with the Consultation Parties, to (i) select one or more Qualified Bidders to serve as stalking horse bidders and enter into a stalking horse agreement with respect to a Transaction, and (ii)

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in connection with any such stalking horse agreement, propose bid protections consisting of a break-up fee, expense reimbursement, and overbid requirements.

On July 9, 2026, the Court entered the *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. 241] (the "Bid Procedures Order"). The Bid Procedures Order requires that, if a stalking horse bidder is selected, the Debtors file a motion to designate the stalking horse bidder. Pursuant to the Bid Procedures Order, by this Motion, the Debtors are designating Heritage Orchard as the stalking horse bidder.

E. The Stalking Horse APA[2]

By this Motion, the Debtors seek approval of their designation of Heritage Orchard as the Stalking Horse Bidder and of the Bid Protections to be provided to Heritage Orchard in connection with the asset purchase agreement between the Debtors, as Sellers, and Heritage Orchard, as Buyer (the "Stalking Horse APA"), a copy of which is attached hereto as **Exhibit B**. Under the Stalking Horse APA, Heritage Orchard has agreed to acquire the Acquired Assets (as defined in the Stalking Horse APA), free and clear of liens, claims, encumbrances, and other interests, other than permitted exceptions and liens securing the assumed liabilities, on an "as is, where is" basis, and to assume certain specified liabilities.

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[2] Capitalized terms used but not defined in Sections II(E)-(F) shall have the meanings ascribed to such terms in the Stalking Horse APA.

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The purchase price under the Stalking Horse APA is $231.3 million, plus any Working Capital Surplus and minus any Working Capital Deficiency, subject to further adjustment for costs and prorations as set forth in the Stalking Horse APA (the "Purchase Price"). The Purchase Price comprises a combination of cash and assumed debt. The Stalking Horse APA requires that the Debtors' debtor-in-possession financing be repaid in full in cash at closing in an amount not to exceed $50,000,000, and is governed by the laws of the State of Washington. The Debtors believe the sale under the terms negotiated with Heritage Orchard presents the highest value received to date for the Acquired Assets, represents at least fair market value, and will set a competitive floor for higher and better offers.

F. The Bid Protections

As a material inducement and condition to its willingness to serve as the Stalking Horse Bidder and to hold its offer open as a floor for competing bids, Heritage Orchard negotiated for a break-up fee, an expense reimbursement, and minimum overbid requirements set forth in the Stalking Horse APA (collectively, the "Bid Protections").

The break-up fee is an amount equal to two percent (2%) of the Purchase Price (calculated to include cash and assumed debt), payable to Heritage Orchard upon the occurrence of a "Trigger Event" (the "Break-Up Fee"). A Trigger Event occurs if, at any time prior to the Closing, any Seller (i) enters into a definitive agreement with respect to, files with, or seeks Court approval of, an Alternative Transaction and consummates such Alternative Transaction, or (ii) terminates, withdraws, modifies, or qualifies (or resolves or gives notice of its intention to do so) the Stalking Horse APA or its support for the

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transactions contemplated thereby in order to pursue, accept, approve, or recommend an Alternative Transaction or a Superior Proposal, including in the exercise of any fiduciary out, and consummates such Alternative Transaction or Superior Proposal. An "Alternative Transaction" means any transaction or series of transactions providing for the sale, transfer, lease, license, financing, throughput, recapitalization, refinancing, restructuring, or other disposition of all or any material portion of the Acquired Assets, or any plan of reorganization or liquidation in lieu thereof, to or with any person other than Heritage Orchard or its designee. The Break-Up Fee is earned and payable only upon the consummation of an Alternative Transaction or a Superior Proposal and constitutes an allowed administrative expense of the Debtors' estates under Bankruptcy Code §§ 503(b) and 507(a), and may be paid directly from the proceeds of an Alternative Transaction, in each case subject to Court approval.

The expense reimbursement requires the Debtors to reimburse Heritage Orchard for all reasonable and documented out-of-pocket expenses and fees, including legal fees and diligence costs, actually incurred by Heritage Orchard in connection with the negotiation, execution, and performance of the Stalking Horse APA, the Term Sheet, and the transactions contemplated thereby, subject to Court approval, in the event the Stalking Horse APA is terminated for any reason other than a "Specified Termination Event" (the "Expense Reimbursement"). A Specified Termination Event means the termination of the Stalking Horse APA (i) by Heritage Orchard and the Debtors by mutual written consent, (ii) by Heritage Orchard as the result of a failure of certain

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specified closing conditions, (iii) by the Debtors in certain specified circumstances, or (iv) by Heritage Orchard during the general or specified diligence periods.

The minimum overbid requirements provide that any initial overbid at the Auction must equal or exceed the sum of the Purchase Price, the Break-Up Fee, the Expense Reimbursement, and $1,000,000, with all subsequent overbids to be made in minimum increments of $1,000,000.

III. BASIS FOR RELIEF

A. The Designation of Heritage Orchard as Stalking Horse Bidder Should be Approved as an Exercise of Sound Business Judgment.

Bankruptcy Code § 363(b)(1) provides that a debtor, "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A sale of the debtor's assets should be authorized pursuant to Bankruptcy Code § 363 if a sound business purpose exists for the proposed transaction. *See, e.g., In re Martin*, 91 F.3d 389, 395 (3d. Cir. 1996) ("[U]nder normal circumstances the court would defer to the trustee's judgment so long as there is a legitimate business justification."); *see also In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) ("Under Section 363, the debtor in possession can sell property of the estate . . . if he has an 'articulated business justification' . . . ."); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Telesphere Commc's, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999).

Once the Debtors articulate a valid business justification, "[u]nder the business judgment rule, there 'is a presumption that in making the business decision the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that

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the action was in the best interests of the company.'" *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill 1995) (citations omitted); *In re Filene's Basement, LLC*, 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate . . . .") (citations omitted); *In Re Integrated Resources, Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992); *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("a presumption of reasonableness attaches to a Debtor's management decisions.").

As set forth above, the Debtors have a sound business justification for designating Heritage Orchard as a Stalking Horse Bidder. First, as set forth in the Root Declaration, the Debtors engaged in extensive, arm's-length negotiations with multiple interested parties before selecting Heritage Orchard as Stalking Horse Bidder. Ultimately, the Debtors and Capstone determined that Heritage Orchard's Bid provided substantial value for the estates and that Heritage Orchard was prepared to move quickly to complete its diligence process and execute definitive documentation for a Transaction in advance of the Bid Deadline.

Furthermore, the sale of the Acquired Assets pursuant to the Stalking Horse APA will be subject to competing Bids, enhancing the Debtors' ability to receive the highest or otherwise best value for the Acquired Assets. Consequently, the ultimately successful Bid, after being subject to a "market check" in the form of the Auction, will constitute, in the Debtors' reasonable business judgment, the highest or otherwise best offer for the Acquired Assets and will provide a greater recovery for their estates than any known or

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practicably available alternative. *See, e.g., In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while not required by section 363(b), "the auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction").

Additionally, as noted above, Capstone will continue to market the Assets and solicit other offers consistent with the Bid Procedures, including, for example, by contacting previously solicited and new parties, continuing to provide potential Bidders with data room access and requested information, considering a variety of alternative transaction structures, hosting meetings and presentations with the Debtors' management team, and otherwise assisting the Debtors with all efforts to increase transaction value. In this way, the number of bidders that are eligible to participate in a competitive Auction process will be maximized, or, if no Auction is held because no Auction is necessary, the Purchase Price contemplated by the Stalking Horse APA will, conclusively, be fair value.

Thus, the Debtors submit that the Successful Bidder's Bid will constitute the highest or otherwise best offer for the Assets and will provide an equal or greater recovery for the Debtors' estates than would be provided absent approval of a Stalking Horse Bidder. Therefore, the Debtors request that the Court make a finding that the selection of Heritage Orchard as a Stalking Horse Bidder as the highest and otherwise best offer currently available is a proper exercise of the Debtors' business judgment and is rightly authorized.

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B. The Bid Protections Have a Sound Business Purpose and Should be Approved.

The Debtors are seeking authority to offer customary Bid Protections to the Stalking Horse Bidder. The Debtors have agreed to pay the Expense Reimbursement and the Break-Up Fee (if triggered) to the Stalking Horse Bidder as an allowed administrative expense priority claim. The use of a stalking horse in a public auction process for sales pursuant to Bankruptcy Code § 363 is a customary practice in chapter 11 cases, as the use of a stalking horse bid is, in many circumstances, the best way to maximize value in an auction process by "establish[ing] a framework for competitive bidding and facilitat[ing] a realization of that value." *Official Committee of Unsecured Creditors v. Interforum Holding LLC*, 2011 WL 2671254, No. 11-219, *1 n.1 (E.D. Wis. July 7, 2011). As a result, stalking horse bidders virtually always require break-up fees and, in many cases, other forms of bid protections as an inducement for "setting the floor at auction, exposing its bid to competing bidders, and providing other bidders with access to the due diligence necessary to enter into an asset purchase agreement." *Id.* (internal citations omitted). Thus, the use of bid protections has become an established practice in chapter 11 cases.

Indeed, break-up fees and other forms of bid protections are a normal and, in many cases, necessary component of significant sales conducted under Bankruptcy Code § 363: "Break-up fees are important tools to encourage bidding and to maximize the value of the debtor's assets . . . . In fact, because the . . . corporation has a duty to encourage bidding, break-up fees can be necessary to discharge [such] duties to maximize value." *Integrated Resources*, 147 B.R. at 659–60 (emphasis added). Specifically, bid protections

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"may be legitimately necessary to convince a 'white knight' bidder to enter the bidding by providing some form of compensation for the risks it is undertaking." *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (quotations omitted); *see also Integrated Resources*, 147 B.R. at 660–61 (bid protections can prompt bidders to commence negotiations and "ensure that a bidder does not retract its bid"); *In re Hupp Int'l Indus., Inc.*, 140 B.R. 191, 194 (Bankr. N.D. Ohio 1992) ("[W]ithout such fees, bidders would be reluctant to make an initial bid for fear that their first bid will be shopped around for a higher bid from another bidder who would capitalize on the initial bidder's . . . due diligence.").

As a result, courts routinely approve such bid protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re O'Brien Envtl. Energy, Inc.*, 181 F.3d 527 (3d Cir. 1999). The Debtors believe that in connection with designating the Stalking Horse Bidder, the Bid Protections are necessary and, together with the Bid, provide the Debtors' estates a floor for further bidding that may increase the consideration given in exchange for the Assets.

Based on the marketing process that the Debtors and their advisors have conducted thus far, the Debtors have determined that the Bid Protections were necessary to attract and retain the Stalking Horse Bidder. Indeed, the Bid Protections were a material inducement for, and a condition of, the Stalking Horse Bidder—the Debtors and the Stalking Horse Bidder specifically negotiated the terms of the Bid Protections in back-and-forth, arm's-length negotiations. Moreover, by inducing the Stalking Horse Bidder to hold its offer open as a baseline from which other potential bidders can submit higher

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or better offers, the Bid Protections serve to encourage more competitive bidding, which will hopefully increase the purchase price of the Acquired Assets or the Assets. As such, the Bid Protections will, among other things, enable the Debtors to maximize the value of their estates for the benefit of all economic stakeholders in these Chapter 11 Cases.

Furthermore, as set forth in the Root Declaration, the Debtors believe that the Bid Protections are well within market, and fair and reasonable in amount in light of the size and nature of the proposed Transaction, and the efforts that will be expended by the Stalking Horse Bidder in connection with negotiating and entering into the Stalking Horse APA, which will serve as the baseline for other Bids for the Assets. In addition, given that the Break-Up Fee will be paid out of the proceeds of any competing Transaction that may be consummated, such payment will not diminish the Debtors' estates, and the estates will only be liable for the Expense Reimbursement. Finally, the Stalking Horse Bidder is not an "insider" of the Debtors, as that term is defined in Bankruptcy Code § 101(31).

The Bid Protections accordingly fall well within the range of bid protections typically approved by bankruptcy courts. *See, e.g.*, *In re CXM, Inc.*, 307 B.R. 94, 103–04 (Bankr. N.D. Ill. 2004) (court approved break-up fee in amount equal to the actual expenses that the stalking horse incurred in connection with its bid to buy the sale assets, subject to a maximum cap of $200,000, which equaled 3% of the cash purchase price); *In re Women First Healthcare Inc.*, 332 B.R. 115, 118 (Bankr. D. Del. 2005) (court approved break-up fee that equaled 4.7% percent of the purchase price); *In re Tama Beef Packing Inc.*, 321 B.R. 469, 498 (8th Cir. BAP 2005) (noting that the bankruptcy court

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correctly concluded that break-up fees are "usually limited to one to four percent of the purchase price").

For the foregoing reasons, the Debtors respectfully request that the Court authorize the Bid Protections.

C. <u>Relief Under Bankruptcy Rules 6004(h) and 6006(d) Is Appropriate</u>.

Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." Additionally, Bankruptcy Rule 6006(d) provides that an "order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise." The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to procedure." 10 *Collier on Bankruptcy* ¶ 6004.10 (15th rev. ed. 2006). Furthermore, if an objection is filed and overruled, and the objecting party informs the

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court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

The authority to pay the Bid Protections to the Stalking Horse Bidder is a necessary component of its Bid. To maximize the value received for the Acquired Assets, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested in this Motion and granting such other and further relief as is appropriate under the circumstances.

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DATED this 15th day of July, 2026.

BUSH KORNFELD LLP

By /s/ Shane E. Creason
Christine M. Tobin-Presser, WSBA #27628
Thomas A. Buford, WSBA #52969
Jason Wax, WSBA #41944
Shane E. Creason, WSBA #63865

and

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EXHIBIT A

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 [PROPOSED] ORDER (I) APPROVING THE DEBTORS' DESIGNATION OF A STALKING HORSE BIDDER; (II) APPROVING BID PROTECTIONS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

This matter came before the Court upon the motion (the "Motion"),[2] filed by Brewster Heights Packing & Orchards, LP and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the

[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").

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

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"Chapter 11 Cases"), for entry of an order (this "Order") (i) approving Heritage Orchard Alliance LLC, or another newly-formed acquisition vehicle designated by International Farming Management Company LLC or its assigns/affiliates ("Heritage Orchard") as the stalking horse bidder (the "Stalking Horse Bidder") for the sale of the Debtors' Assets; (ii) approving Bid Protections in connection therewith; and (iii) granting related relief, all as further described in the Motion; and this Court having entered an order on July 9, 2026 [ECF No. 241] (the "Bid Procedures Order") approving, among other things, the proposed form of notice of the Sale Hearing; and the Debtors having determined, after extensive negotiations, that in their business judgment Heritage Orchard is the best candidate to be the Stalking Horse Bidder with respect to the Acquired Assets; and upon adequate and sufficient notice of the Motion, the Stalking Horse APA, and all other related transactions contemplated thereunder and in this Order; the Court, having reviewed the records and files in these Chapter 11 Cases, including the *Declaration of Skye Root in Support of Debtors' Motion for Entry of an Order (I) Approving the Debtors' Designation of a Stalking Horse Bidder; (II) Approving Bid Protections in Connection Therewith; and (III) Granting Related Relief* and the *Declaration of Brooke McGuire in Support of the Debtors' Bankruptcy Petitions and First Day Pleadings*; it appearing that the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having held a hearing on the Motion; and the Court having determined that the

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legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby

FOUND AND DETERMINED THAT:[3]

A. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409. The legal predicates for the relief requested in the Motion are Bankruptcy Code §§ 105, 363, and 503. Such relief is also warranted pursuant to Bankruptcy Rules 6004 and 9014.

B. The relief granted herein is in the best interests of the Debtors, their estates, and other parties in interest.

C. The Debtors have articulated good and sufficient business reasons for the Court to (i) approve the Stalking Horse Bidder as the highest and otherwise best offer currently available for the Acquired Assets (as defined in the Stalking Horse APA) and (ii) approve the Bid Protections to the Stalking Horse Bidder in accordance with the Stalking Horse APA.

D. The Debtors have demonstrated the Bid Protections are actual and

---

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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necessary costs and expenses of preserving the Debtors' estates, within the meaning of Bankruptcy Code § 503(b), and of substantial benefit to the Debtors' estates by including the stalking Horse Bidder's Bid, which was established a bid standard or minimum for other Bidders for the Acquired Assets, thereby ensuring that during the Auction, if any, the Debtors receive the highest or best Bid possible for the Acquired Assets. The Debtors have also demonstrated that the Stalking Horse Bidder required Bid Protections set forth in the Motion as a condition to agreeing to be the Stalking Horse Bidder, such Bid Protections are reasonable, and such Bid Protections are of substantial benefit to the Debtors' estates by inducing the Stalking Horse Bidder's Bid.

E. Due, sufficient, and adequate notice of the hearing on the Motion and the relief requested in the Motion and the relief granted herein has been given in light of the circumstances and the nature of the relief requested, and no other or further notice thereof is required.

F. The Bid Protections (i) shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of Bankruptcy Code § 503(b); (ii) are of substantial benefit to the Debtors' estates; (iii) are reasonable and appropriate, including in light of the size and nature of the Transaction and the efforts expended by the Stalking Horse Bidder; and (iv) enable the Debtors to promote a sale of the Acquired Assets with the greatest benefit to the estate.

G. The Bid Protections were negotiated by the Debtors and the Stalking Horse Bidder in good faith and at arm's length.

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NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

2. Any objections filed in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein or at the hearing on the Motion, are hereby overruled.

3. Notwithstanding any procedure set forth in the Bid Procedures Order, Heritage Orchard shall be the Stalking Horse Bidder for the Acquired Assets.

4. Notwithstanding anything in the Bidding Procedures Order to the contrary, pursuant to Bankruptcy Code §§ 105, 363 and 503, the Bid Protections are hereby approved and the Debtors are hereby authorized to pay the Bid Protections to the Stalking Horse Bidder pursuant to the terms of the Stalking Horse APA. The obligation to pay the Bid Protections to the Stalking Horse Bidder shall be entitled to administrative expense claim status under Bankruptcy Code §§ 503(b)(1)(A) and 507(a)(2). The Debtors' obligation to pay the Bid Protections, including the Expense Reimbursement, shall survive termination of the Stalking Horse APA. No Qualified Bidder of an Alternative Transaction (as defined in the Stalking Horse APA) with respect to the Acquired Assets shall be granted, entitled to payment of, or receive, any break-up fee, topping fee, bidding fee, or other consideration in exchange for bidding.

5. Notwithstanding anything to the contrary in the Bid Procedures Order, the Stalking Horse Bidder's Bid as set forth in the Stalking Horse APA is a Qualified Bid.

6. Notwithstanding Bankruptcy Rules 6004(h) or 6006(d), this Order shall be

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effective and enforceable immediately upon its entry.

7. The Debtors are authorized and empowered to take all actions they deem necessary to implement the relief granted in this Order in accordance with the Motion.

8. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation or enforcement of this Order.

///End of Order///

Presented by:

BUSH KORNFELD LLP

By___________________________________
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Thomas A. Buford, WSBA #52969
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EXHIBIT B

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of this 15th day of July 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;

WHEREAS, in accordance with the Bid Procedures Order and the Stalking Horse Designation Order (each as hereinafter defined), Sellers intend this Agreement to serve as the

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[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).

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 the Stalking Horse Designation Order); and

WHEREAS, in connection with the transactions contemplated by this Agreement, Buyer and certain related parties of Sellers will, as a condition to the consummation of such transactions, 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.

"Adjustment Escrow Account" means the segregated escrow account established and maintained by the Escrow Agent pursuant to the Escrow Agreement to hold the Adjustment Escrow Amount.

"Adjustment Escrow Amount" means $10,000,000 in cash, to be deposited by Buyer with the Escrow Agent at the Closing in accordance with Section 2.6(b) and held in the Adjustment Escrow Account pursuant to the Escrow Agreement, in each case to secure the payment obligations of the parties under the Section titled "Post-Closing Adjustment of Purchase Price."

"Adjustment Threshold Amount" means an amount equal to five percent (5%) of the Working Capital Target.

"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, and covenant regarding using commercially reasonable efforts, where possible to assist CFM in maintaining rights to SugarBee®), (ii) the Apple House 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), (vi) the Proprietary Varieties Agreement, and (vii) the Related Party Cooperation Agreement.

"Apple House Throughput Agreement" shall mean: a throughput agreement to be entered into as of the Closing Date, by and between Apple House and Buyer, pursuant to which Apple House will deliver or cause to be delivered to Buyer apples and/or pears and cherries, and Buyer will grant certain rights and provide other consideration to Apple House therefor, in accordance with the Term Sheet.

"Applicable Accounting Principles" shall mean the accounting principles, policies, practices, methodologies, categories, valuation rules and adjustments set forth on Exhibit B, applied in the order of precedence set forth therein.

"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, and (ii) any Secured Taxes that constitute Assumed Taxes under Section 7.6(c).

"Auction" means the auction, if any, conducted by Sellers in accordance with, and as contemplated by, the Bid Procedures and the Bid Procedures Order.

"Balance Sheet Date" has the meaning set forth in Section 5.13(a).

"Bankruptcy and Equity Exception" means the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally and general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

"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 9, 2026 at ECF No. 241.

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

"BMO Cash Offer Price" has the meaning set forth in Section 7.3.

"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.

"Calculation Time" means 11:59 p.m. (Pacific time) on the day immediately preceding the Closing Date.

"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 have the meaning set forth in Section 4.1.

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

"Cure Costs" shall mean all monetary liabilities, including prepetition monetary liabilities, that must be paid or otherwise satisfied to cure all of Sellers' 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.

"Current Assets" means, without duplication, only the following assets of Sellers, in each case solely to the extent included in the Acquired Assets, determined as of the Calculation Time and calculated in accordance with the Applicable Accounting Principles: (i) accounts receivable arising from the 2026 Crop and all cherries grown or harvested during the 2026 calendar year (whether packed by CFM/BHPO or packed or stored at outside warehouses), in each case net of the reserves provided for in the Applicable Accounting Principles and excluding any amount not reasonably expected to convert to cash within ninety (90) days after the Calculation Time, or that is not being collected in accordance with its terms as of the Calculation Time; and (ii) inventory of the 2026 Crop (whether growing or harvested and in storage, including controlled-atmosphere storage), valued in accordance with the lower-of-cost-or-market methodology set forth in the Applicable Accounting Principles. For the avoidance of doubt, Current Assets shall not include any item excluded pursuant to the Applicable Accounting Principles (including cash and cash equivalents and all insurance receivables and insurance proceeds), and no asset or item not described in the foregoing clauses (i) through (iii) shall constitute a Current Asset, whether or not such asset or item would be classified as a current asset under GAAP.

"Current Liabilities" means, without duplication, only the following Liabilities of Sellers to the extent included in Assumed Liabilities, determined as of the Calculation Time and calculated in accordance with the Applicable Accounting Principles: (i) post-petition orchard and warehouse accounts payable attributable to the 2026 Crop, in each case arising under Assumed Executory Contracts; (ii) rent and other amounts payable under any Assumed Executory Contract (including any lease) that are calculated as a percentage of, or are otherwise determined by reference to, crop revenue or crop proceeds; and (iii) accrued liabilities in respect of customer prepayments for the 2026 Crop and 2026 cherry crop(s) or similar charge-offs, rebates, discounts or set-offs to the crop.

"Deposit" has the meaning set forth in Section 2.6(a).

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

"Disclosure Schedules" means the Schedules of Assets and Liabilities and Statements of Financial Affairs of the Sellers in the Chapter 11 Cases to be filed on or about July 17, 2026, as supplemented from time to time.

"Environmental Law" means any Law relating to (a) the protection of the environment or natural resources (including air, surface water, groundwater, soil, sediment, and plant and animal life), (b) the use, generation, handling, storage, treatment, transportation, disposal, labeling, Release or threatened Release of, or exposure to, any Hazardous Substance, or (c) human health and safety as it relates to exposure to Hazardous Substances, including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Water Act, the Safe Drinking Water Act, and the Washington Model Toxics Control Act, in each case as amended.

"Equity Interests" means, with respect to any Person, any capital stock, shares, membership interests, partnership interests, units or other equity or ownership interests of or in such Person, and any options, warrants, rights (including preemptive rights, conversion rights and rights of first refusal), securities or other instruments convertible into or exchangeable or exercisable for, or otherwise entitling the holder thereof to acquire, any of the foregoing, in each case together with all rights, privileges, dividends, distributions and proceeds attaching thereto or arising therefrom.

"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.

"Escrow Agent" shall mean Citibank, N.A., in its capacity as escrow agent for both the Deposit and the Adjustment Escrow Amount under the Escrow Agreement.

"Escrow Agreement" shall have the meaning set forth in Section 2.6(a).

"Escrow Instructions" shall have the meaning set forth in Section 2.6(b).

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

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

"Expense Reimbursement Order" shall mean the Order Approving Expense Reimbursement, Docket No. 114.

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

"Financial Statements" has the meaning set forth in Section 5.13(a).

"Final Order" means an Order of the Bankruptcy Court (or any other court of competent jurisdiction) (a) as to which no appeal, leave to appeal, petition for certiorari, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms such Order in all material respects without the possibility for further appeal or rehearing thereon; (b) as to which the time for instituting or filing any such appeal, leave to appeal, petition for certiorari, motion for rehearing or motion for new trial shall have expired; and (c) as to which no stay is in effect; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable Law, may be filed relating to such Order shall not cause such Order not to be a Final Order.

"GAAP" means United States generally accepted accounting principles.

"Gebbers Affiliate Guarantee" means any guaranty or similar financial obligation of any members of the Gebbers family or any entity they may control of any Indebtedness or other financial obligation of any Seller payable to Prudential or BMO.

"General Diligence Period" means the period commencing on the date of this Agreement and ending on July 24, 2026; provided, however, that, with respect to any and all diligence matters related to CFM or the Sellers' relationship therewith, the General Diligence Period shall mean the period commencing on the date of this Agreement and ending on August 7, 2026.

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

"Hazardous Substances" shall mean (i) any hazardous or toxic waste, substance, or material defined as such in (or for the purposes of) CERCLA or the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et seq.), or the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.), or the Toxic Substances Control Act, as amended (15 U.S.C.

§2601, et seq.), or the Clean Air Act, as amended (42 U.S.C. §7401, et seq.), or the Clean Water Act, as amended (33 U.S.C. §1251, et seq.), or any corresponding state law, (ii) asbestos-containing material, (iii) medical and biological waste, (iv) polychlorinated biphenyls, (v) petroleum products, including gasoline, fuel oil, crude oil and other various constituents of such products, and (vi) any other chemicals, materials or substances, exposure to which is prohibited, limited or regulated by any Environmental Law.

"Happy Valley Property" means the land and Improvements and Appurtenances on and related to such land, each as 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 personal 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.

"Intellectual Property" means all intellectual property and proprietary rights of any kind, including all (a) trademarks, service marks, trade names, brand names and logos and all goodwill associated therewith ("Trademarks"), (b) copyrights and works of authorship ("Copyrights"), (c) patents and patent applications ("Patents"), (d) trade secrets, know-how and confidential or proprietary information ("Trade Secrets"), (e) internet domain names, uniform resource locators (URLs), websites and website content, social media accounts, handles and identifiers, and all registrations, applications and accounts for any of the foregoing, together with the data and databases associated therewith, and (f) rights in proprietary, club or managed plant or fruit varieties, plant patents, plant variety protection certificates, and applications and registrations for any of the foregoing.

"IRS" shall mean the Internal Revenue Service.

"Knowledge" shall mean the actual knowledge, after reasonable due inquiry, of Cass Gebbers, Mac Gebbers, Brooke McGuire, Chris McCarthy, Johnny Gebbers and Daniel Gebbers (the "Knowledge Parties").

"Law" means any applicable federal, state, local or foreign statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law of any Governmental Authority. References to "Laws" shall be construed accordingly.

"Leased Real Property" means the Leased Land and the Improvements and Appurtenances on and related thereto.

"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 and (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 (physical, legal, 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 (excluding changes (including to Permits) resulting from an act or omission of Sellers) or generally accepted accounting principles, in each case after the date of this Agreement; (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 Chapter 11 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), (d), or (j), 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 operate.

"Material Customers" has the meaning set forth in Section 5.14(a).

"Material Suppliers" has the meaning set forth in Section 5.14(b).

"Material Marketability Event" means any material change to the marketability of the 2026 cherry, pear or apple crops (including, for the avoidance of doubt, the quality, grade, condition, and expected pricing of bins then in storage, harvested packouts, and projected packouts for fruit remaining on the tree) based on Sellers' forecasted amounts.

"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 September 30, 2026.

"Owned Intellectual Property" has the meaning set forth in Section 5.10(b).

"Owned Real Property" means the Owned Land and the Improvements and Appurtenances on and related thereto.

"PACA" means the Perishable Agricultural Commodities Act of 1930, as amended, and the regulations promulgated thereunder.

"Permit" means any permit, license, certificate, registration, approval, consent, franchise or other authorization issued, granted or required by any Governmental Authority.

"Permit Approval" means any consent, approval, authorization or reissuance of a Governmental Authority required in connection with the transfer to, or continued use by, Buyer of any material Permit following the Closing.

"Permitted Exceptions" means (a) statutory Liens for Taxes, assessments or other governmental charges or levies that are not yet due and payable as of the Closing, or that are being contested in good faith by appropriate Proceedings, or the non-payment of which is permitted or required by the Bankruptcy Code; (b) mechanics', materialmen's, repairmen's, warehousemen's, landlords' and other similar statutory Liens arising or incurred in the Ordinary Course of Business for amounts not yet due and payable and which would not, individually or in the aggregate, materially impair the use, operation or value of the affected Acquired Asset; (c) with respect to the Owned Real Property and Leased Real Property, easements, rights-of-way, covenants, conditions, restrictions and other similar non-monetary matters of record, and such matters as would be disclosed by an accurate ALTA survey or physical inspection of the Real Property, in each case that do not, individually or in the aggregate, materially impair the continued use, operation or value of the affected Real Property for the conduct of the Sellers' Business as currently conducted, but excluding, in each case, any monetary Lien; (d) zoning, building, land use, entitlement and other similar Laws imposed by any Governmental Authority having jurisdiction over the Real Property that are not violated in any material respect by the current use, operation or occupancy of the Real Property; (e) Liens securing the Assumed Debt Obligations; (f) Liens that will be released or otherwise extinguished as to the Acquired Assets upon entry of the Sale Order or at the Closing, in each case with no Liability to Buyer; (g) any Lien created by or through, or arising as a result of any act or omission of, Buyer; provided that, in each case, "Permitted Exceptions" shall not include any Lien or other matter that the Sale Order provides is extinguished, released or otherwise does not encumber the Acquired Assets following the Closing; and (h) any matters listed in any Title Report to which Buyer does not timely object within the applicable Specified Diligence Period (or that are deemed or become Permitted Exceptions under Section 7.2(b), or that Buyer waives in writing following any such objection).

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

"Petition Date" shall have 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 arising from facts and circumstances first occurring prior to the Petition Date.

"Proprietary Varieties" means the proprietary, club or managed fruit varieties in which any Seller holds rights under the Variety Agreements, including the LucyGlo®, LucyRose® and Rockit® varieties, in each case as set forth on the Disclosure Schedules.

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

"Purchase Price" shall have the meaning as described in Section 2.5.

"Qualified Bid" shall have the meaning ascribed to such term in the Bid Procedures Order (or, if not defined therein, the Bid Procedures), and generally means a bid that has been determined by Sellers, in accordance with the Bid Procedures, to be a qualified bid eligible to participate in the Auction.

"Real Property" means, collectively, the Owned Real Property and the Leased Real Property.

"Rejected Equity Interests" shall have the meaning set forth in Section 2.2(b).

"Related Party" means (i) any member of the Gebbers family and any of their respective immediate family members, (ii) Apple House, Cascade, CFM and each of their respective Affiliates, (iii) any other Affiliate of any Seller (other than another Seller), and (iv) any officer, director, manager, general partner or holder of equity interests of any Seller or of any of the foregoing. For purposes hereof, "Apple House" means Apple House Warehouse & Storage, Inc. and Apple House Packing & Storage, Inc., as applicable.

"Related Party Cooperation Agreement" shall mean an agreement to be entered into as of the Closing by Buyer and each Related Party (and, to the extent applicable and reasonably requested by Buyer, each Seller) that owns, holds or controls any real property, easement, water right, irrigation infrastructure or other interest necessary or useful for access to, or the operation of, the Acquired Assets, the Real Property or the Sellers' Business, in each case in form and substance reasonably satisfactory to Buyer, pursuant to which such Related Parties (and Sellers, if applicable and reasonably requested by Buyer) agree to cooperate with Buyer with respect to (i) the identification, negotiation, granting, and recording of access and irrigation easements benefiting the Acquired Assets and the Real Property, (ii) the lot line adjustment and land swap relating to the shop/receiving area, together with any related surveys, title matters, consents, and (iii) such further assurances reasonably requested by Buyer.

"Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping, disposing or migrating of a Hazardous Substance into or through the environment.

"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 Exceptions and Liens securing the Assumed Debt Obligations; (iii) approving the assumption and assignment to Buyer of the Assumed Executory Contracts and the Assumed Debt Obligations; (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; (ix) finding that Buyer is not, and shall not be deemed to be, a successor to any Seller, and that the transactions contemplated hereby do not amount to a consolidation, merger or de facto merger of Buyer and any Seller or a mere or substantial continuation of any Seller or its business, and that Buyer shall not have or incur, and is not assuming, any successor, transferee, derivative, vicarious or similar Liability of any Seller (whether known or unknown, asserted or unasserted, fixed or contingent, and including any Liability on any theory of antitrust, environmental, successor or transferee Liability, labor or employment Law, ERISA, products liability, bulk sales, de facto merger or substantial continuity) with respect to the Acquired Assets, the Sellers' Business or any Seller, other than the Assumed Liabilities; (x) providing that, except for the Assumed Liabilities, the Acquired Assets are sold and transferred free and clear of, and Buyer is released and forever discharged from, all Liens, Claims and Unassumed Liabilities (including any successor, transferee or vicarious Liability of the type described in clause (ix)), and that all such Liens, Claims and Unassumed Liabilities shall attach solely to the proceeds of the sale with the same validity, priority and effect they had against the Acquired Assets immediately prior to the Closing; (xi) finding that Buyer has provided adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code with respect to the Assumed Executory Contracts; (xii) finding that Buyer has not engaged in any conduct, and that this Agreement and the transactions contemplated hereby were not entered into, for any purpose of, and do not constitute, collusion or any agreement, arrangement or understanding of the type proscribed by Section 363(n) of the Bankruptcy Code; (xiii) permanently enjoining and forever barring all holders of Liens, Claims, Unassumed Liabilities and other interests from asserting, prosecuting or otherwise pursuing the same against Buyer, its Affiliates, or the Acquired Assets; (xiv) providing that Buyer shall receive full title to the entirety of the 2026 Crop and have the ability to access and harvest the entirety of the 2026 Crop (whether or not any portion of the 2026 Crop is subject to or located on any leased real property, and whether or not such lease is assumed, assumed and assigned, or rejected by the Debtors) and (xv) authorizing the results of the Auction, if one occurs .

"Schedules" means the Schedules to be attached to this Agreement by July 20, 2026, 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.

"Seller Plan" means each "employee benefit plan" (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) and each other material employment, compensation, bonus, incentive, severance, retirement, health, welfare or fringe-benefit plan, program, policy or agreement that is sponsored, maintained or contributed to by any Seller for the benefit of any current or former employee of the Sellers' Business.

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

"Sellers' Representative" means BHPO, acting in its capacity as representative and agent for and on behalf of all of the Sellers, or any successor representative appointed in accordance with the Section titled "Sellers' Representative."

"Shortfall Amount" means the cash shortfall amount needed to discharge all obligations required for Closing, the projected amount of which is set forth on Exhibit A.

"Specified Diligence Items" means one or more current (i) preliminary title reports or commitments with respect to the Real Property together with legible copies (or electronic links to legible copies) of all title exceptions and other matters listed therein ("Title Reports"); (ii) ALTA surveys of the Real Property ("Surveys"); (iii) environmental assessment reports (Phase I) of the

Real Property ("ESAs"); (iv) written reports or analysis (together with related documentation) of all material shared irrigation agreements pertaining to the Acquired Assets; 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.

"Stalking Horse Designation Order" means that certain *Order (I) Approving the Debtors' Designation of a Stalking Horse Bidder; (II) Approving Bid Protections in Connection Therewith; and (III) Granting Related Relief*, which was entered by the Court on July [●], 2026 at ECF No. [●], and pursuant to which the Bankruptcy Court approved the Sellers' designation of this Agreement as the Stalking Horse Bid, the Break-Up Fee, and the expense reimbursement terms hereof.

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

"Successful Bidder" means the Person (other than Buyer) submitting the highest or otherwise best Qualified Bid for all or any portion of the Acquired Assets at the Auction, as determined in accordance with the Bid Procedures and approved by the Bankruptcy Court.

"Superior Proposal" means a written, bona fide proposal from a third party for an alternative transaction that the board of BHPO determines in good faith, after consultation with its legal and financial advisors, (a) is reasonably likely to be consummated on the terms proposed, and (b) is more favorable to the Sellers' estate and stakeholders than the transaction contemplated hereby (taking into account, among other things, financing certainty, execution risk, the consideration offered, treatment of creditors, and timing).

"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.

"Title Company" means Chicago Title Insurance Company.

"Title Policy" means one or more ALTA Owner's Extended Coverage Title Insurance Policies (or, with respect to any Leased Real Property, ALTA leasehold title insurance policies) covering the Owned Real Property and the Leased Real Property as Buyer may require, and (i) showing Buyer, or Buyer's nominee(s), as the vested owner of the fee interests or the leasehold interests, as applicable, subject only to Permitted Exceptions, (ii) with coverage in the amount reasonably acceptable to Buyer and (iii) otherwise in form and content acceptable to Buyer, including such endorsements available in the jurisdiction where the Owned Real Property is located as Buyer may elect.

"Transfer Consent" means any consent, approval or authorization of a Third Party (other than the Bankruptcy Court) required for the valid sale, assignment, transfer or conveyance to Buyer of any Acquired Asset or the assumption and assignment of any Assumed Executory Contract.

"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.

"Transferred Casualty Proceeds" means, with respect to any Casualty or Condemnation affecting any Acquired Asset that occurs after the date hereof and prior to the Closing, all proceeds, awards, payments and other amounts payable to or received by any Seller (whether before, on or after the Closing) in respect of such Casualty or Condemnation, including (i) all rights to and proceeds of any insurance policy of any Seller (to the extent assignable and permitted under applicable Law and the terms of such policy) in respect of any loss of, or damage or destruction to, any Acquired Asset, and (ii) all condemnation awards and payments in lieu thereof.

"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.

"Variety Agreements" means the sublicense, license or similar agreements pursuant to which any Seller has the right to grow, propagate, pack, handle, market or sell any Proprietary Variety, as set forth in the Disclosure Schedules.

"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 Calculation Time, an amount (which may be positive or negative) equal to (i) the Current Assets, minus (ii) the Current Liabilities, in each case calculated in accordance with the Applicable Accounting Principles and presented in the format of, and containing the line items set forth on, the Working Capital Schedule.

"Working Capital Schedule" means the schedule attached hereto as Exhibit C, setting forth the line items and format for, and an illustrative calculation of, Working Capital, prepared in accordance with the Applicable Accounting Principles.

"Working Capital Target" means (i) $66,000,000 if the Closing Date occurs on August 29, 2026, (ii) $64,000,000, if the Closing Date occurs on October 3, 2026, (iii) $71,000,000, if the Closing Date occurs on October 31, 2026, and (iv) $79,000,000, if the Closing Date occurs on November 28, 2026. If the Closing Date occurs on any other date, the Working Capital Target shall equal the amount determined by straight-line interpolation, on a per diem basis, between the amounts specified above for the two dates nearest the Closing Date; provided that in no circumstance shall the Working Capital Target exceed $79,000,000.

"2026 Crop" all apples and pears grown or harvested during the 2026 calendar year.

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 (exclusive of the Excluded Assets, the "Acquired Assets"):

(a) All real property (i) owned by Sellers, including the real property legally described in Schedule 2.1(a) attached hereto and incorporated by reference (the "Owned Land"), (ii) subject to Section 2.2, leased by Sellers under Assumed Executory Contracts (the "Leased Land" and together with the Owned Land, the "Land"), and (iii) all rights, privileges, easements and appurtenances to the Land (collectively, the "Appurtenances");

(b) All oil, gas, minerals, hydrocarbons, geothermal, sand, rock, or gravel resources on, of, or relating to, the Land (the "Mineral Rights");

(c) All buildings and improvements and all other 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 Real Property 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, water (including drainage), sewer, and communications 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, conduit, cables, fiber, and equipment and systems serving and supporting any of the foregoing, and (vi) all trees, vines and other plantings (other than plantings that are harvested in their entirety in the course of normal operations of Sellers' Business), 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) To the extent related to any of the other Acquired Assets, all (i) land surveys obtained prior to Closing; (ii) water sharing agreements and water delivery agreements, including those set forth on Schedule 2.1(d) attached hereto or the Disclosure Schedules and incorporated herein ("Water Agreements"); (iii) Permits and easements with respect to the irrigation water pumping plants, pipelines and related facilities, including those set forth on Schedule 2.1(d) attached hereto or the Disclosure Schedules and incorporated herein (the "Irrigation System Permits"); (iv) design, construction and as-built engineering plans and drawings (including CAD files associated with such plans and drawings) to the extent in Sellers' possession, custody or control; (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, material data safety sheets and records of applications of chemicals, fertilizers, and any other applications on the Land whatsoever of chemicals, fertilizers and other substances regulated by or subject to Environmental Law;

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

(f) All water rights appurtenant to the Land, Sellers' use and occupancy thereof, or Sellers' Business, and all rights to receive or store water that serve the Land, including, without limitation, (i) all appurtenant rights to withdraw groundwater and to divert surface water including by prior appropriation or by or under any Permits including, without limitation, ground and surface water right certificates and permits listed on Schedule 2.1(f) attached to this Agreement or the Disclosure Schedules and incorporated herein by reference, (ii) any rights to withdraw, divert or use water granted or created by lease, contract or agreement with any Governmental Authority or other person or entity; (iii) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement variance, permit or license appurtenant or otherwise applicable to the Land by virtue of the Land being situated within the boundaries of any district, agency or other Governmental Authority 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 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 crops, irrespective of whether the lease for the applicable property is assumed, packing and storage facilities, inventory items (including packing materials, chemicals, fertilizers, other supplies and any harvested or growing crop), rolling stock, the remainder of the 2025 crop, rights to packing, storage, marketing and handling fees associated with the 2025 crop, proceeds from the 2026 Crop, and accounts receivable;

(i) All intangible property and rights pertaining to any of the other Acquired Assets or their operation or used in connection with the Land, Sellers' use or occupancy thereof, or the Sellers' Business, including, but not limited to, all agreements, 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) (collectively, "Intangible Property"); and

(j) all crop production, yield, acreage and revenue history and records of the Sellers with respect to the Land and the orchards (including all actual production history (APH), yield records, acreage reports, production and marketing records, loss histories and related data maintained for or submitted to the Federal Crop Insurance Corporation, the Risk Management Agency, any approved insurance provider or any crop insurance agent), together with all crop insurance policies of Sellers relating to the Acquired Assets (other than any whole-farm revenue protection policies of Sellers, which shall be Excluded Assets), and all rights of the Sellers under or in respect of any such crop insurance policies (including all rights to the continuation or transfer of the Sellers' production and insurance history as a successor in interest), in each case to the fullest extent transferable;

(k) all Equity Interests owned or held, directly or indirectly, by any Seller in or with respect to any other Person (other than another Seller), including any minority, joint venture or similar interests, together with all rights, privileges, dividends, distributions and proceeds attaching thereto or arising therefrom (collectively, the "Acquired Equity Interests"); provided that any Rejected Equity Interests shall constitute Excluded Assets and shall not constitute Acquired Assets for any purpose hereunder, as provided in Section 2.2(b);

(l) 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 Intellectual Property and license rights; and

(m) the Happy Valley Property.

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 Existing Contracts assumed by Buyer in accordance with Section 2.2(b) (the "Assumed Executory Contracts") first arising after the Closing, (ii) the Assumed Taxes and (iii) the Assumed Debt Obligations (collectively, the "Assumed Liabilities"). The Disclosure Schedules set forth a list of all Existing Contracts and Sellers' good faith estimate of the 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 the Disclosure Schedules, the parties shall work in good faith to permit Buyer to add such Existing Contract as an Assumed Executory Contract. All Assumed Executory Contracts shall be listed on an updated Schedule 2.2(a) upon or immediately prior to Closing.

(b) From and after the date hereof until two (2) 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 to be listed on Schedule 2.2(a) to be added to the Assumed Executory Contracts, effective on, subject to, and as of the Closing Date, (ii) remove any Existing Contract from the Assumed Executory Contracts and designate such contract for rejection effective on, subject to, and as of the Closing Date, or (iii) remove any Acquired Equity Interests from the Acquired Assets and designate such Equity Interests for exclusion, effective on, subject to, and as of the Closing Date (any Equity Interests so designated, the "Rejected Equity Interests"), whereupon, notwithstanding anything to the contrary in this Agreement, such Rejected Equity Interests shall be deemed Excluded Assets and shall not constitute Acquired Assets for any purpose hereunder; provided that the designation of any Existing Contract for rejection or of any Acquired Equity Interests as Rejected Equity Interests 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. With respect to the Assumed Executory Contracts, 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 (only to the extent permitted by this Agreement) or by the counterparty thereto, or terminates or expires by its terms, on or prior to the Closing, or (ii) at Buyer's option, requires a consent or authorization from a Governmental Authority (other than the Bankruptcy Court) or the counterparty thereto 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) This Section 2.2 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 (other than ordinary-course trade receivables owed to any Seller that are included in Current Assets, including the Apple House expense-reimbursement receivables described in Section 4(d) of Exhibit B), 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) 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;

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

(d) all Rejected Equity Interests;

(e) any rights of Sellers under this Agreement;

(f) any whole-farm revenue protection policy of Sellers whether relating to the 2026 crop year or any other period (each, a "Whole Farm Policy"); and

(g) 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, or be deemed to have assumed, any obligation, 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 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, including Cure Costs;

(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' ownership or lease of any properties or assets, including the Acquired 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, including Environmental Laws, 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 or with respect to any of the Acquired Assets after the Closing and arising out of, or relating to, any occurrence or event happening, or any Claim accruing, 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, consulting, collective bargaining, severance, incentive, retention, termination or other compensatory 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 Claim or Liability arising out of or resulting from non-compliance with any Law (A) by Sellers or (B) of any of the Acquired Assets prior to Closing;

(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;

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

(q) any premiums or other amounts payable under or in respect of any Whole Farm Policy.

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) the Net Adjustment Amount plus (c) the BMO Cash Offer Price, if applicable.

Section 2.6 Payment of Purchase Price.

(a) *Deposit*. No later than one Business Day following the entry of the Stalking Horse Designation Order, Buyer shall deposit with the 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, together with the Adjustment Escrow Amount, pursuant to the terms of a single escrow agreement in substantially the form of Exhibit D to be attached hereto on or before July 31, 2026 and incorporated herein by this reference (the "Escrow Agreement"), which shall govern both the Deposit and the Adjustment Escrow Amount. At the Closing, the Deposit shall be credited and applied toward payment of the Purchase Price. If this Agreement is terminated (i) by Buyer pursuant to Section 10.1(d), 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), other than the conditions set forth in Section 9.6, Section 9.9, or Section 9.12, or (iii) pursuant to Section 10.1(e), Section 10.1(f), Section 10.1(g), Section 10.1(j), Section 10.1(k), Section 10.1(l) or Section 10.1(m) 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 this Agreement is terminated (i) by Sellers pursuant to Section 10.1(d), (ii) by Sellers pursuant to Section 10.1(h) or (iii) by Buyer pursuant to Section 10.1(b) as the result of a failure of a condition set forth in Section 9.6, Section 9.9 or Section 9.12 (but subject to Buyer's rights under Section 10.1(f)) 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. In the event this Agreement is terminated under circumstances in which the Deposit is to be delivered to Sellers pursuant to this Section 2.6(a), the delivery and retention of the Deposit shall constitute liquidated damages and shall be the sole and exclusive remedy of Sellers against Buyer and its Affiliates for, and in connection with, the termination of this Agreement and any breach by Buyer giving rise to such termination, and upon such delivery Buyer and its Affiliates shall be fully released and discharged from any further Liability hereunder. The parties acknowledge and agree that (i) Sellers' actual damages upon such a termination would be difficult to ascertain with certainty, (ii) the Deposit is a fair and reasonable estimate by the parties of such actual damages and does not constitute a penalty, and (iii) Sellers' right to seek specific performance pursuant to Section 11.15 shall not be limited by this Section 2.6(a), and Sellers shall not be entitled to both retain the Deposit as liquidated damages and obtain specific performance.

(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 other cash amounts (if any) payable by Buyer hereunder (collectively, the "Cash Portion of the Purchase Price"); provided that, at the Closing, Buyer shall deposit the Adjustment Escrow Amount with the Escrow Agent for deposit into the Adjustment Escrow Account, and the Adjustment Escrow Amount shall be funded from, and shall be deducted from and paid by Buyer in partial satisfaction of, the Cash Portion of the Purchase Price otherwise payable at the Closing (such that the deposit of the Adjustment Escrow Amount shall not increase the aggregate amount payable by Buyer at the Closing). The Adjustment Escrow Amount shall be held, invested and disbursed by the Escrow Agent solely in accordance with this Agreement and the Escrow Agreement; 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 Obligations pursuant to the Assumed Debt Documents, 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 sixty (60) 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) Subject to Section 2.8(e), Sellers shall terminate the employment of all employees as of the Closing.

(b) Not later than two (2) weeks prior to the Closing, Buyer shall identify to the Sellers' Representative those employees of the Sellers to whom Buyer elects to make offers of employment (such employees, the "Offered Employees"), which Offered Employees shall be selected by Buyer in its sole discretion. Buyer or its Affiliate shall make offers of employment to the Offered Employees prior to the Closing, on such terms and conditions as Buyer may determine in its sole discretion. For the avoidance of doubt, nothing in this Agreement shall require Buyer to make an offer of employment to any particular employee or to any minimum number of employees, to offer any particular compensation, benefits or other terms of employment, or to continue the employment of any Offered Employee who accepts employment with Buyer or its Affiliate for any period following the Closing.

(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.

(d) It is expressly agreed and understood that neither Buyer nor any Seller has 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 elects to hire, if any, will be deemed to constitute "new hires" of Buyer.

(e) If the Closing occurs at a time when employees of any Seller engaged under the H-2A temporary agricultural worker program are continuing to perform services under H-2A petitions, temporary labor certifications and job orders then in effect, then, at or prior to the Closing, the applicable Sellers and Buyer shall enter into an agreement, in form and substance reasonably satisfactory to Buyer and the Sellers' Representative, pursuant to which (i) such employees shall continue to perform services in respect of the Sellers' Business (as operated by Buyer following the Closing) as employees of the applicable Seller for the remainder of the applicable visa term (or, if earlier, until the expiration or earlier termination of the applicable H-2A petition, temporary labor certification or job order), in compliance with the requirements of the H-2A program, and (ii) no less than 2 Business Days prior to the scheduled pay dates for such employees, Buyer shall deposit in the applicable payroll accounts of Sellers (or other accounts designated by Sellers) the full amounts to be paid to the employees and the employer's portion of any taxes, withholding obligations, benefit expenses or other compensation or other expenses of Sellers relating thereto (including wages (including at the applicable adverse effect wage rate), housing, transportation, meals, payroll Taxes and all other amounts required to be paid or provided under the H-2A program or applicable Law), such that, as between Buyer and Sellers, the economic benefits and burdens of such continued employment are borne by Buyer notwithstanding that such employees remain employed by the applicable Seller. During any period of continued employment described in this Section 2.8(e), the applicable Sellers shall use commercially reasonable efforts to (A) obtain and maintain in effect any farm labor contractor or similar license required under applicable Law and (B) remain in compliance in all material respects with the requirements of the H-2A program and all other applicable Laws (including worker-housing and workplace-safety Laws) with respect to such employees. Notwithstanding Section 2.8(a), no Seller shall be required to terminate the employment of any such H-2A employee at the Closing to the extent such continued employment is contemplated by this Section 2.8(e).

ARTICLE III.
BANKRUPTCY COURT MATTERS

Section 3.1 Stalking Horse Designation Order and Sale Order. Sellers shall seek, on an expedited basis if necessary, entry of the Stalking Horse Designation 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 Stalking Horse Designation 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 19, 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; Backup Bid.

(a) Subject to the terms of the Bid Procedures Order, on or prior to August 24, 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.

(b) Buyer shall serve as the backup bidder following the conclusion of the Auction or the designation of another bidder as the Successful Bidder; provided that Buyer's obligation to do so shall in no event extend beyond the earliest of (i) such date as Buyer and Sellers may agree in writing, (ii) the date on which the sale to the Successful Bidder is consummated, (iii) the date on which Buyer is or becomes entitled to terminate this Agreement pursuant to Section 10.1, and (iv) in any event, the Outside Date, after which Buyer shall be entitled to terminate this Agreement in accordance with its terms and to the return of the Deposit.

Section 3.4 Break-Up Fee and Expense Reimbursement.

(a) *Break-Up Fee*. A "Trigger Event" shall occur if, at any time prior to the Closing, (i) any Seller (A) enters into a definitive agreement with respect to, files with or seeks Bankruptcy Court approval of, or consummates, an Alternative Transaction, and (B) any Alternative Transaction (whether or not the same Alternative Transaction described in clause (A)) is consummated within eighteen (18) months after the date of this Agreement's termination or the taking of the action described in clause (A), or (ii) any Seller (A) terminates, withdraws, modifies or qualifies (or resolves or gives notice of its intention to terminate, withdraw, modify or qualify) this Agreement or its support for the transactions contemplated hereby in order to pursue, accept, approve or recommend an Alternative Transaction or a Superior Proposal (including in the exercise of any fiduciary out), and (B) any Alternative Transaction is thereafter consummated (whether or not the Alternative Transaction or Superior Proposal so pursued, accepted, approved or recommended) within eighteen (18) months after the date of this Agreement's termination or the taking of the action described in clause (A). An "Alternative Transaction" means any transaction or series of transactions providing for the sale, transfer, lease, license, financing, throughput, recapitalization, refinancing, restructuring or other disposition of all or any material portion of the Acquired Assets (or any plan of reorganization or liquidation in lieu thereof) to or with any Person other than Buyer or its designee. Upon the occurrence of a Trigger Event, Sellers shall pay to Buyer, within two (2) Business Days following the first to occur of such Trigger Event, a break-up fee in an amount equal to two percent (2%) of the Purchase Price (calculated to include cash and assumed debt) (the "Break-Up Fee"), subject to approval by the Bankruptcy Court. For the avoidance of doubt, (x) the Break-Up Fee shall be earned and payable if any Alternative Transaction is consummated on or prior to the date that is eighteen (18) months after the termination of this Agreement, regardless of whether such Alternative Transaction is the transaction, or is with the counterparty, that gave rise to such termination or to any event described in clause (i) or (ii) above, and (y) Sellers' obligation to pay the Break-Up Fee shall survive such termination until paid. The Break-Up Fee shall constitute an allowed administrative expense of Sellers' estates under Sections 503(b) and 507(a) of the Bankruptcy Code and may be payable directly from the proceeds of an Alternative Transaction. Buyer's entitlement to the Break-Up Fee shall survive termination of this Agreement.

(b) *Expense Reimbursement*. In the event this Agreement is terminated for any reason other than a Specified Termination Event, 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. As used herein, "Specified Termination Event" means the termination of this Agreement (i) by Buyer and Sellers pursuant to Section 10.1(a) (unless otherwise agreed by Buyer and Seller), (ii) by Buyer pursuant to Section 10.1(b) as the result of a failure of a condition set forth in Section 9.6, Section 9.9 or Section 9.12 (subject to Buyer's right to terminate and receive the Expense Reimbursement pursuant to Section 10.1(f)), (iii) by Sellers pursuant to Section 10.1(d) or Section 10.1(h), or (iv) by Buyer pursuant to (x) Section 10.1(e) or (y) Section 10.1(f); provided further, that for the avoidance of doubt, (x) neither a termination by Buyer pursuant to Section 10.1(f) or by Sellers pursuant to Section 10.1(g) shall constitute a Specified Termination Event, and, in the event of a termination by Buyer pursuant to Section 10.1(f) or by Sellers pursuant to Section 10.1(g), Buyer shall be entitled to be reimbursed 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 (and agreements contemplated hereby) solely in respect of expenses and fees incurred by Buyer after July 1, 2026 through August 7, 2026 (the "Supplemental Reimbursement"), subject to approval by the Bankruptcy Court, in an aggregate amount not to exceed $1,000,000 (it being understood that, in the case of a termination by Sellers pursuant to Section 10.1(g), Buyer shall be entitled to such Supplemental Reimbursement only if Buyer shall have negotiated in good faith with the applicable counterparties as described in Section 10.1(f)). Notwithstanding whether the Buyer is entitled to Supplemental Reimbursement pursuant to this Section 3.4(b), prior to Closing or the termination hereof, the Sellers shall pay the expenses of the Buyer to the extent required under the Expense Reimbursement Order.

(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, and take such other actions, as may be appropriate or necessary to: (i) 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 or that have been designated for rejection by Buyer, in each case, subject to consultation with Buyer prior to filing any such motion.

Section 3.6 Good Faith Cooperation. Buyer shall cooperate with Sellers concerning the Stalking Horse Designation Order, Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement. The Stalking Horse Designation Order, the Sale Order and any other order of the Bankruptcy Court (and any motion, pleading or other document submitted to the Bankruptcy Court) relating to this Agreement or the transactions contemplated hereby, in each case to the extent affecting Buyer, the Bid Protections, the Acquired Assets, the Assumed Liabilities or Buyer's rights, remedies or obligations hereunder, shall be in form and substance reasonably acceptable to Buyer (such consent not to be unreasonably withheld, conditioned or delayed). Sellers shall provide Buyer and its counsel with a reasonable opportunity to review and comment on each such motion, pleading, notice, proposed order or other document, and drafts thereof, prior to the filing or service thereof, and in any event shall provide copies thereof to Buyer and its counsel as far in advance as is reasonably practicable prior to the proposed filing or service date, and Sellers shall consider in good faith and incorporate any reasonable comments timely provided by Buyer or its counsel.

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 Davis, Arneil Law Firm, LLP, 617 Washington Street, Wenatchee, Washington 98801 (or remotely if agreed by the Sellers and Buyer) on the third Business Day following the date on which all of the conditions set forth in Article VIII and Article IX have been satisfied or waived (other than conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of those conditions at Closing), or at such other time and place as Buyer and BHPO mutually agree in writing. The date on which the Closing actually occurs is 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 grant deeds agreements in a form reasonably acceptable to Buyer, conveying in the aggregate the interests of Sellers in the Owned Land;

(ii) one or more bills of sale and general assignment agreements, in a form reasonably acceptable to Buyer, conveying in the aggregate all of the Intangible Property and all of the owned personal property (including any water rights) of Sellers included in the Acquired Assets, duly executed by Sellers;

(iii) assignment and assumption agreements for all Assumed Executory Contracts duly executed by Sellers;

(iv) possession of all tangible Acquired Assets;

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

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

(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 included in the Acquired Assets on Washington State Department of Ecology standard form ECY 040-1-61 (Rev 09-2015) duly executed by Sellers;

(ix) owner's title affidavits in favor of the Title Company with respect to all Real Property the subject of a Title Policy, (A) in form and content reasonably acceptable to the Title Company, and (B) duly executed by the applicable Sellers and notarized where required by Law or the Title Company; and

(x) appropriate documents providing for the transfer of any other Acquired Assets duly executed by Sellers, together with such other documents as may be reasonably requested by Buyer or the Title Company to effectuate the Closing of the transactions contemplated by this Agreement.

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

(i) the Assumed Debt Documents;

(ii) assignment and assumption agreements for all Assumed Executory Contracts duly executed by Buyer; and

(iii) such other documents as may be reasonably requested by Sellers to effectuate the closing of the transactions the subject of this Agreement.

(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 (and, with respect to the Land, the Title Company) and consistent with local custom and practice in the jurisdiction where the applicable Acquired Asset is located. Each instrument and document to be delivered hereunder shall be duly notarized, acknowledged, witnessed and, where applicable, in recordable form, in each case to the extent required by applicable Law or reasonably necessary for recording or filing with the applicable Governmental Authority or county recorder.

Section 4.3 Transaction Expenses. Except for the expenses set forth on Schedule 4.3 or as otherwise expressly provided in this Agreement (in each case, 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 at or prior to execution will be) duly authorized, executed and delivered by the applicable Seller, and is (or will be when executed and delivered) a valid and binding obligation of the applicable 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 each Seller do not and shall not (a) conflict with or result in any breach of any of the terms, conditions or provisions of, or give any Third Party the right to modify, terminate or accelerate any obligation under, (i) the articles of incorporation, bylaws, partnership agreement or other organizational documents of any Seller, (ii) any applicable Law or Order applicable to any Seller or the Acquired Assets, or (iii) any Assumed Executory Contract, (b) result in the creation of any Lien upon any of the Acquired Assets or (c) 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, except for the entry of the Sale Order and the consents and approvals expressly required by this Agreement.

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 or the Disclosure Schedules.

Section 5.4 Taxes.

(a) *Tax Returns; Payment.* All material Tax Returns required to be filed with respect to the Acquired Assets or the Sellers' Business have been timely filed (taking into account applicable extensions), and each such Tax Return is true, correct and complete in all material respects. All material Taxes relating to the Acquired Assets or the Sellers' Business that are due and payable (whether or not shown as due on any Tax Return) have been timely paid, except for Taxes (i) being contested in good faith by appropriate Proceedings, (ii) the payment of which is stayed, excused or not yet required under the Bankruptcy Code, (iii) that will be satisfied, released or discharged as to the Acquired Assets at or prior to the Closing pursuant to the Sale Order, or (iv) Taxes set forth on Schedule 5.4(a) or the Disclosure Schedules.

(b) *Tax Liens.* There are no material Liens for Taxes upon any of the Acquired Assets, other than Permitted Exceptions and Liens that will be released, extinguished or otherwise discharged as to the Acquired Assets upon entry of the Sale Order or at the Closing, in each case with no material Liability to Buyer.

(c) *Withholding.* Each Seller has, in all material respects, withheld and timely paid over (or, with respect to any Trust Fund Taxes, set aside in trust) all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equityholder or other Third Party, and has complied in all material respects with all applicable information-reporting and backup-withholding requirements, in each case to the extent relating to the Acquired Assets or the Sellers' Business.

(d) *Sales, Use and B&O Taxes; Successor Liability.* Each Seller has, in all material respects, collected and remitted all material sales, use, excise, real estate excise and Washington business and occupation Taxes required to be collected or remitted with respect to the Acquired Assets or the Sellers' Business. Except for Liabilities that will be discharged as to the Acquired Assets pursuant to the Sale Order, to the Knowledge of Sellers, no written claim of successor, transferee or bulk-transfer Liability for Taxes with respect to the Acquired Assets or the Sellers' Business has been (i) asserted against Buyer or (ii) threatened against Buyer or any Seller.

(e) *Audits; Proceedings.* Other than the Chapter 11 Cases, there is no audit, examination, assessment, deficiency, claim or other Proceeding pending or, to the Knowledge of Sellers, threatened in writing with respect to any material amount of Taxes relating to the Acquired Assets or the Sellers' Business that would reasonably be expected to result in a Lien upon (other than a Permitted Exception), or successor or transferee Liability of Buyer with respect to, any of the Acquired Assets.

Section 5.5 Title to Assets

(a) Each Seller has valid title to, valid leasehold interests in, or other valid rights to use, the Acquired Assets (other than Owned Real Property) owned, leased or used by such Seller, free and clear of all Liens and Claims other than Permitted Exceptions. Subject to entry of the Sale Order, such Seller has the power and the right to sell, assign and transfer, and at the Closing such Seller will sell, assign, transfer and deliver to Buyer, and Buyer will acquire, title to, leasehold interests in, or other rights to use such Acquired Assets, free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities.

(b) The Acquired Assets (including the Owned Real Property and Leased Real Property), together with the rights, services and benefits to be provided to Buyer under the

Ancillary Agreements (including the Apple House Throughput Agreement, the Cascade FH Lease Agreement, the Apple House – CFM Agreement and the Proprietary Varieties Agreement), and assuming the receipt of all Transfer Consents and the entry of the Sale Order, constitute all of the material assets, properties, rights and interests necessary to operate and conduct the Sellers' Business in all material respects as currently conducted by Sellers, other than any Excluded Contracts or Rejected Equity Interests.

Section 5.6 Real Property; Water Rights.

(a) *Owned Real Property.* Schedule 2.1(a) sets forth a true, correct and complete list of all Owned Real Property, including the common address or assessor's parcel number and the record owner. Each Seller has fee simple title to the Owned Real Property held in its name, free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities. Subject to entry of the Sale Order, at the Closing Buyer will acquire fee simple title to the Owned Real Property, free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities.

(b) *Leased Real Property.* The Disclosure Schedules contain a list of each Existing Contract under which any real property is leased by a Seller (each, a "Real Property Lease"), and each Real Property Lease identifies the real property (including the land and any related Improvements and Appurtenances) leased, subleased or licensed by each Seller as tenant, subtenant or licensee under a Real Property Lease (the "Existing Leased Real Property"). Each Seller has a valid and subsisting leasehold or subleasehold interest in the Existing Leased Real Property held by it, free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities. Except for defaults arising solely from the commencement of the Chapter 11 Cases or that will be cured pursuant to the Sale Order, no Seller is, and to the Knowledge of Sellers no counterparty is, in material breach or default under any material Real Property Lease.

(c) *Easements and Rights-of-Way.* Each Seller holds valid and enforceable rights under the Easements held by it, and, except as set forth on Schedule 5.6(c), any material easements, right of way, licenses, permissions, access agreements, surface use agreements and similar real property rights held by each Seller and used in operation of the Sellers' Business (each individually an "Easement" and collectively the "Easements"), together with the Owned Real Property, provide access to each parcel of Real Property sufficient to operate the Sellers' Business as currently conducted. To the Knowledge of Sellers, no event has occurred that would permit the revocation, termination or material impact of any Easement.

(d) *Water Rights.* Schedule 2.1(f) or the Disclosure Schedules set forth a true, correct and complete list of the Water Rights, including, to the extent reflected in the records of the Washington Department of Ecology or applicable authority, the priority date, point of diversion, authorized quantity and place of use. Each Seller holds the Water Rights appurtenant to or used in connection with the Real Property held by it, free and clear of all Liens and Claims other than Permitted Exceptions. Except as set forth on Schedule 5.6(d) or the Disclosure Schedules: (i) the Water Rights are in good standing and have not been forfeited, abandoned, relinquished or, to the Knowledge of Sellers, subordinated, in whole or in part; (ii) each Seller has used the Water Rights in material compliance with their terms and applicable Law, including applicable beneficial-use and relinquishment requirements; and (iii) there is no pending or, to the Knowledge of Sellers, threatened Proceeding, adjudication or curtailment that would reasonably be expected to result in the loss or material impairment of any Water Right.

(e) *Condemnation; Casualty.* There is no pending or, to the Knowledge of Sellers, threatened condemnation, eminent domain or similar Proceeding affecting any Real Property or Easement. Except as set forth on Schedule 5.6(e), since the Balance Sheet Date, no Real Property, orchard, packing or storage facility or material item of irrigation infrastructure has suffered any material damage or destruction by fire, frost, flood or other casualty that has not been substantially repaired or restored.

Section 5.7 Material Contracts.

(a) The Disclosure Schedules will be prepared in accordance with the Bankruptcy Rules and the Bankruptcy Code. The Disclosure Schedules will list all Existing Contracts. Any Existing Contract that is material to the conduct of the Sellers' Business, taken as a whole, is referred to as a "Material Contract"**.**

(b) Except as set forth on Schedule 5.7 or in the Disclosure Schedules, with respect to each Material Contract, (i) such Material Contract is in full force and effect and constitutes the valid and binding obligation of the Seller party thereto and, to the Knowledge of Sellers, the counterparty thereto, subject to the Bankruptcy and Equity Exception; (ii) no Seller, and to the Knowledge of Sellers no counterparty, is in material breach or default thereunder; and (iii) no Seller has received or given any written notice of any material breach, default or intention to terminate any Material Contract; except, in the case of clauses (ii) and (iii), for breaches, defaults or notices (A) caused by or resulting from the commencement of the Chapter 11 Cases or (B) that would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

Section 5.8 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 5.8, in the Disclosure Schedules or to the extent any noncompliance would not reasonably be expected to be material to the Sellers' Business, each Seller is in compliance with all Laws applicable to the ownership and use of the Acquired Assets and the conduct of the Sellers' Business as currently conducted.

(b) Each Seller is in possession of all material Permits necessary for such Seller to own, lease and use the Acquired Assets and to carry on the Sellers' Business as currently conducted, except where the failure to possess such Permit would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

Section 5.9 Environmental Matters. Prior to the date hereof**,** Sellers have made available to Buyer copies of all material environmental reports, studies, assessments, audits, sampling data (including Phase I and Phase II reports) in any Seller's possession or control relating to the Acquired Assets or the Real Property obtained or provided to Sellers since January 1, 2023. Except as set forth (i) in any environmental reports delivered or made available to Buyer prior to the date hereof, (ii) in any ESAs delivered to Buyer as a part of the Specified Diligence Items, (iii) on Schedule 5.9 or (iv) in the Disclosure Schedules:

(a) Each Seller is in compliance in all material respects with all applicable Environmental Laws with respect to the Acquired Assets and the Real Property.

(b) To the Knowledge of Sellers, no Seller has received any written notice (including any request for information) from any Governmental Authority or other Person during the past three (3) years alleging any material violation of, or any material Liability under, any Environmental Law with respect to the Acquired Assets or the Real Property, the subject matter of which remains unresolved.

(c) There are no Orders outstanding, and no Proceedings pending or, to the Knowledge of Sellers, threatened in writing, against any Seller under any Environmental Law with respect to the Acquired Assets or the Real Property.

(d) To the Knowledge of Sellers, there has been no Release of Hazardous Substances at, on, under or migrating from any Real Property that would reasonably be expected to result in a material Liability to the Sellers' Business under Environmental Laws or require material investigation, removal or remedial action under Environmental Laws.

Section 5.10 Intellectual Property; Proprietary Varieties.

(a) The Disclosure Schedules contain a complete and accurate list of all material registered and applied-for Trademarks, registered Copyrights, and issued Patents and patent applications constituting Owned Intellectual Property, including, as applicable, the mark, title or name, the application or registration number, and the filing, issuance or registration date. To the Knowledge of Sellers, all such material registered or issued Owned Intellectual Property is subsisting and in full force and effect, and all necessary maintenance and renewal filings and fees due prior to the date hereof have been made and paid.

(b) Except as set forth on Schedule 5.10(b) or in the Disclosure Schedules, Sellers own all right, title and interest in and to the material Intellectual Property that is owned (or purported to be owned) by Sellers (the "Owned Intellectual Property"), free and clear of all Liens other than Permitted Exceptions. Subject to entry of the Sale Order, the Owned Intellectual Property is transferable to Buyer free and clear of all Liens and Claims other than Permitted Exceptions. All registered or issued Owned Intellectual Property is valid, subsisting and, to the Knowledge of Sellers, enforceable, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

(c) The Disclosure Schedules set forth a true and complete list of (i) the Variety Agreements and all other Existing Contracts pursuant to which any Seller is licensed or sublicensed to grow, propagate, pack, handle, market or sell any Proprietary Variety or other proprietary, club or managed fruit variety (including the LucyGlo®, LucyRose® and Rockit® varieties), and (ii) all Existing Contracts pursuant to which any Seller grants any Person a right to use any Owned Intellectual Property (other than incidental, non-exclusive rights granted in the Ordinary Course of Business). With respect to each Variety Agreement: (A) such agreement is valid and in full force and effect and, subject to entry of the Sale Order and receipt of any related

Transfer Consent, will continue in full force and effect on identical terms following the Closing; (B) no Seller is, and to the Knowledge of Sellers no counterparty is, in material breach or default thereunder, including with respect to any acreage limitation, planting restriction, royalty, quality or reporting requirement set forth therein; and (C) the acreage planted by Sellers to each Proprietary Variety is within the limits permitted under the applicable Variety Agreement.

(d) The Owned Intellectual Property, together with the Intellectual Property licensed to Sellers under the Variety Agreements and the other Existing Contracts included in the Acquired Assets, constitutes all material Intellectual Property used in or necessary for the conduct of the Sellers' Business as currently conducted.

(e) To the Knowledge of Sellers, the conduct of the Sellers' Business does not infringe, misappropriate or otherwise violate the Intellectual Property of any Person, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business. To the Knowledge of Sellers, no Person is infringing or misappropriating any Owned Intellectual Property in a manner that could reasonably be expected to be material to the Sellers' Business. There is no pending or, to the Knowledge of Sellers, threatened Proceeding (i) challenging Sellers' ownership, validity or enforceability of any Owned Intellectual Property, or (ii) challenging any Seller's rights under, the enforceability of, or any Seller's compliance with, any Variety Agreement.

(f) Sellers have taken commercially reasonable measures to protect the secrecy and confidentiality of the Trade Secrets included in the Owned Intellectual Property (including any proprietary growing, propagation, storage and handling protocols and customer and sales-desk data), except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

Section 5.11 Inventory. The inventory included in the Acquired Assets, including the remainder of the 2025 crop, harvested and stored fruit, packing materials, agricultural chemicals, fertilizers and other supplies, was acquired and has been maintained in the Ordinary Course of Business and, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business, is of a quality and condition usable or saleable in the Ordinary Course of Business (subject, in the case of fruit and other perishable inventory, to normal ripening, shrinkage, spoilage, packout loss and grade variation consistent with customary agricultural practice and the condition of the applicable crop). To the Knowledge of Sellers, the perishable inventory has been grown, harvested, handled and stored in material compliance with applicable food-safety Laws.

Section 5.12 Receivables. The accounts receivable included in the Acquired Assets represent bona fide obligations arising from sales actually made, fruit actually delivered, or packing, storage, marketing or handling services actually performed by the Sellers in the Ordinary Course of Business.

Section 5.13 Financial Statements. Schedule 5.13 sets forth (i) the unaudited consolidated balance sheet of the Sellers as of December 31, 2025 (the "Balance Sheet Date") and the related unaudited statements of income for the fiscal year then ended, and (ii) the unaudited consolidated balance sheet of the Sellers as of May 31, 2026 and the related unaudited statement of income for the interim period then ended (collectively, the "Financial Statements"). The Financial Statements (A) were prepared from, and are consistent in all material respects with, the books and records of the Sellers, and (B) fairly present, in all material respects, the consolidated financial position and results of operations of the Sellers as of the respective dates and for the respective periods indicated, in each case in accordance with the basis of accounting historically used by Sellers, consistently applied, subject, in the case of the interim balance sheet and interim statements, to the absence of footnotes and to normal year-end and crop-pool adjustments.

Section 5.14 Material Customers and Suppliers.

(a) Schedule 5.14(a) sets forth a true, correct and complete list of the ten (10) largest customers of the Sellers' Business (which, for this purpose, includes the marketing desks, packers and other purchasers through which the Sellers' fruit is sold) during the twelve (12)-month period ending on the most recent crop pool closing (collectively, the "Material Customers"), as measured by the dollar amount of net returns or revenue attributable to such customer during such period, including the approximate amount for each. Except as set forth on Schedule 5.14(a), since the Balance Sheet Date, no Material Customer has terminated, cancelled, suspended, failed to renew or materially reduced, or given any Seller written notice of its intention to terminate, cancel, suspend, fail to renew or materially reduce, its business relationship with the Sellers' Business.

(b) Schedule 5.14(b) sets forth a true, correct and complete list of the ten (10) largest suppliers of and service providers to the Sellers' Business (including suppliers of packing materials, agricultural chemicals and fertilizers, labor and harvest contractors, hauling and cold-storage providers, and growers who deliver fruit to the Sellers for packing) during the twelve (12)-month period ending on the most recent crop pool closing (collectively, the "Material Suppliers"), as measured by the dollar amount of purchases or fees during such period, including the approximate amount for each. Except as set forth on Schedule 5.14(b), since the Balance Sheet Date, no Material Supplier has terminated, cancelled, suspended, failed to renew or materially reduced, or given any Seller written notice of its intention to terminate, cancel, suspend, fail to renew or materially reduce, its business relationship with the Sellers' Business.

Section 5.15 Labor and Employment Matters. Except as set forth on Schedule 5.15:

(a) *Employee information.* Sellers have made available to Buyer a true and complete list, as of a recent date, of the employees of the Sellers' Business, specifying for each (to the extent permitted by applicable Law) position, work location, hire date, classification as exempt or non-exempt under the Fair Labor Standards Act, full-time, part-time or seasonal status, base wage or salary, and leave status (and if on leave, the type of leave and expected return date), and separately identifying (i) employees engaged under the H-2A temporary agricultural worker program and (ii) any independent contractors, farm labor contractors or staffing agencies engaged to provide labor to the Sellers' Business.

(b) *[reserved]*

(c) *Immigration and work authorization.* Each Seller is, and for the past three (3) years has been, in compliance in all material respects with all applicable immigration and work-authorization Laws, including (i) the verification and documentation of employment eligibility on

Form I-9 for all employees, and (ii) the requirements of the H-2A temporary agricultural worker program, including all applicable conditions of the Sellers' H-2A petitions, temporary labor certifications, job orders, and Department of Labor and Department of Homeland Security regulations governing recruitment, wages (including the applicable adverse effect wage rate), housing, transportation, meals and working conditions for H-2A workers and workers in corresponding employment.

(d) *Worker housing.* Each Seller (and, to the Knowledge of Sellers, each third party that provides housing to the Sellers' agricultural workers, including under the Cascade FH Lease Agreement and any predecessor arrangement) is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws governing agricultural and H-2A worker housing, including applicable safety and habitability standards and inspection and licensing requirements, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

(e) *Collective bargaining.* No Seller is a party to or bound by any collective bargaining agreement or other Existing Contract with any labor union or labor organization with respect to the employees of the Sellers' Business, and no such employees are represented by any labor union or labor organization. There is no pending or, to the Knowledge of Sellers, threatened union organizing activity, demand for recognition, representation petition, or any strike, work stoppage, slowdown or lockout involving the employees of the Sellers' Business, and there have been none in the past three (3) years.

(f) *Employment claims.* There are no charges, complaints, grievances, arbitrations, audits or Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller before any Governmental Authority relating to the employment, engagement or termination of any current or former employee, agricultural worker, applicant or independent contractor of the Sellers' Business, including any relating to wages, overtime, classification, discrimination, harassment, retaliation, workplace safety, or the H-2A program, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business.

(g) *WARN.* In the ninety (90) days prior to the date hereof, no Seller has effectuated a "plant closing" or "mass layoff" (as defined in the WARN Act or any comparable Washington Law) affecting the employees of the Sellers' Business for which there is any unsatisfied Liability.

Section 5.16 Employee Benefits. Sellers have made available to Buyer a list of each material Seller Plan. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business, (a) each Seller Plan has been established, maintained, operated and administered in compliance with its terms and applicable Law, including ERISA and the Code, (b) all contributions and premium payments required to have been made under each Seller Plan have been timely made or accrued, and (c) there are no Proceedings (other than routine claims for benefits) pending or, to the Knowledge of Sellers, threatened with respect to any Seller Plan. Notwithstanding anything in this Agreement to the contrary, Buyer is not assuming, and shall have no Liability with respect to, any Seller Plan or any Liability arising thereunder except to the extent (if any) expressly included in the Assumed Liabilities.

Section 5.17 Insurance Policies. Sellers have made available to Buyer a list of each material insurance policy held by any Seller relating to the Acquired Assets, the Sellers' Business or the Assumed Liabilities (other than any policy that funds or relates to any Seller Plan), including policies providing crop, property, casualty, general liability, product liability, environmental, workers' compensation, auto and umbrella coverage. With respect to each such material insurance policy, except as would not, individually or in the aggregate, reasonably be expected to be material to the Sellers' Business: (a) such policy is in full force and effect and constitutes the valid and binding obligation of the Seller party thereto, subject to the Bankruptcy and Equity Exception; (b) no Seller has received any written notice of cancellation, termination or non-renewal with respect to such policy, other than notices arising from or in connection with the Chapter 11 Cases; (c) all premiums due and payable under such policy prior to the date hereof have been paid; and (d) there is no material claim by any Seller pending under such policy as to which coverage has been denied or disputed by the underwriter.

Section 5.18 Absence of Litigation. Except for the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and except as set forth on Schedule 5.18 or in the Disclosure Schedules, there is no Proceeding or Order pending, outstanding or, to the Knowledge of Sellers, threatened against any Seller (a) to which any Seller, the Acquired Assets or the Sellers' Business is subject and that is, individually or in the aggregate, reasonably expected to be material to the Sellers' Business, (b) that challenges the validity or enforceability of any Seller's obligations under this Agreement or any Ancillary Agreement to which it is or will be a party, or (c) that seeks to, or would reasonably be expected to, prevent, restrain, materially delay or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby. Except as set forth on Schedule 5.18 or in the Disclosure Schedules, no Seller is subject to any outstanding Order relating to the Acquired Assets or the Sellers' Business, other than Orders of general applicability to participants in the industry. For purposes of this Agreement, "Proceeding" means any claim, action, suit, arbitration, audit, hearing, investigation or other proceeding before or by any Governmental Authority or arbitrator.

Section 5.19 Affiliate Transactions. The Disclosure Schedules set forth a true, correct and complete list of each Existing Contract, arrangement, account, loan, guarantee or other transaction or relationship, in each case relating to the Acquired Assets or the Sellers' Business, that is currently in effect or under which any obligations remain outstanding, between any Seller, on the one hand, and any Related Party, on the other hand, including: (a) any arrangement for the purchase, sale, packing, storage, hauling, marketing or handling of fruit or other products, or for the provision of labor, equipment, water, housing, management or other goods or services; and (b) any ownership, leasehold or other interest of any Related Party in any property, asset or right (tangible or intangible) used in or necessary to the Sellers' Business, including any Real Property, Water Rights, Easements, Proprietary Varieties or Intellectual Property.

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 Buyer Capital Support. Buyer has (or will have secured by July 15, 2026) debt and/or equity financing sufficient to consummate the cash payments by Buyer.

Section 6.6 AS IS Sale; No Reliance. Buyer (a) acknowledges that as of the Closing Buyer shall have had the opportunity to conduct, and shall be relying solely on, its own inspections of the Acquired Assets and the Sellers' Business, and (b) other than the representations and warranties contained in this Agreement or in any document executed and delivered by Sellers to Buyer at Closing, (i) acknowledges and agrees that Sellers have made no other representations or warranties regarding the Acquired Assets or the Sellers' Business, and (ii) 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 or in any document executed and delivered by Sellers to Buyer at Closing, **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 Conduct of the Sellers' Business.

(a) 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, (i) maintain the Acquired Assets in their current state of repair, excepting normal wear and tear, (ii) operate the Sellers' Business in the Ordinary Course of Business based on their status as debtors in the Chapter 11 Cases, and (iii) maintain the insurance covering the Acquired Assets in effect on the date hereof until Closing.

(b) Without limiting Section 7.1(a), except (w) as consented to by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), (x) as required or approved by the Bankruptcy Code or any Order entered by the Bankruptcy Court in the Chapter 11 Cases, (y) as contemplated by the DIP Loan or the budget approved by the Bankruptcy Court in connection therewith (the "DIP Budget"), or (z) as expressly contemplated by this Agreement or required to comply with applicable Law, from the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with its terms, Sellers shall not: (i) sell, lease, license, transfer or otherwise dispose of any Acquired Asset outside the Ordinary Course of Business, other than dispositions of obsolete or worn-out equipment; (ii) enter into, renew, materially amend or modify, terminate (other than expiration in accordance with its terms), cancel, or waive any material right under any Material Contract or Assumed Executory Contract (and, notwithstanding anything herein to the contrary, shall not reject, terminate or fail to renew any Existing Contract under which any real property on which any portion of the 2026 Crop is then growing or remains unharvested is leased, without Buyer's prior written consent), in each case other than in the Ordinary Course of Business; (iii) materially deviate from past practice and customary good agricultural practice in the cultivation, pruning, thinning, spraying, fertilization, pollination, frost protection, pest and disease management or irrigation of the orchards, harvesting, packing, hauling, storage, or abandon, remove, fail to irrigate or fail to maintain any orchard block, in each case in any manner that would reasonably be expected to be material to the Sellers'

Business; (iv) commence, settle or compromise any Proceeding if such commencement, settlement or compromise would (A) result in a Lien on, or the loss or material impairment of, any Acquired Asset, (B) impose any material restriction on the Sellers' Business, or (C) constitute or give rise to an Assumed Liability; or (v) agree, authorize or commit, whether in writing or otherwise, to do any of the foregoing.

(c) Notwithstanding anything in this Section 7.1 to the contrary, nothing contained in this Agreement shall give Buyer, directly or indirectly, the right to control or direct the operations of Sellers or the Sellers' Business prior to the Closing, and nothing herein shall require Sellers to take or refrain from taking any action that, in the good-faith judgment of Sellers' board, general partner or other governing body (after consultation with counsel), would be inconsistent with their fiduciary duties or any Order of the Bankruptcy Court.

Section 7.2 Access to Information and Facilities; Diligence Matters.

(a) *Access*. From the date hereof through Closing, 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 the Acquired Assets 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; 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. Notwithstanding the foregoing, Buyer shall not have any right to terminate this Agreement based on the results of such inspections following the expiration of the General Diligence Period or the Specified Diligence Period, as applicable.

(b) *Specified Diligence Period*. Sellers and Buyer shall cooperate to cause Buyer to obtain the Specified Diligence Items as promptly as practicable after the date of this Agreement. With respect to each Specified Diligence Item, Buyer shall have fifteen (15) Business Days from the receipt of the complete form of such Specified Diligence Item to review such Specified Diligence Item, and if Buyer does not object to such item in writing (an "SD Objection Notice") within such 15-Business Day period, such Specified Diligence Item shall be deemed to have been approved by Buyer (and to the extent relating to any Real Property, shall be a "Permitted Exception" for purposes of this Agreement) and shall not entitle Buyer to any right to terminate this Agreement. If Buyer delivers an SD Objection Notice for any Specified Diligence Item, then the Specified Diligence Period for such Specified Diligence Item shall be extended for five (5) Business Days (or such longer period as Buyer and the Sellers' Representative may agree in writing) and, if such SD Objection Notice identifies a matter that is capable of being cured and the Sellers' Representative notifies Buyer in writing that Sellers are willing to attempt to cure such matter, then the Specified Diligence Period for such Specified Diligence Item shall instead be extended until the later of (x) the fifth (5th) Business Day following the date on which such matter is cured and (y) the fifth (5th) Business Day following the date on which Sellers notify Buyer in writing that Sellers will no longer attempt to cure such matter, in each case during which period Buyer may terminate this Agreement in accordance with Section 10.1(e)(ii) if such Specified Diligence Item is not addressed to the satisfaction of Buyer; provided that if Buyer does not terminate this Agreement during the extended Specified Diligence Period for the Specified Diligence Item that was the subject of the SD Objection Notice, then such Specified Diligence Item shall be deemed to have been approved by Buyer (and to the extent relating to any Real Property, shall be a "Permitted Exception" for purposes of this Agreement) and shall not entitle Buyer to any right to terminate this Agreement. Notwithstanding anything to the contrary herein, if any Specified Diligence Item is updated after the later of delivery of any SD Objection Notice related thereto and/or the expiration of the applicable Specified Diligence Period, the Specified Diligence Period shall be deemed extended with respect to the matters the subject of such update through the fifth (5th) Business Day following the date of delivery of such update.

Section 7.3 Buyer Confirmations.

(a) Buyer shall confirm the accuracy of the representation set forth in Section 6.5 to Sellers in writing on or before July 31, 2026 and provide evidence thereof reasonably satisfactory to Sellers, which evidence may be shared with representatives of Sellers on a confidential basis; provided that such confirmation may remain subject to contingencies relating to the receipt of the Specified Diligence Items, which contingencies shall be removed no later than fifteen (15) Business Days following receipt of the applicable Specified Diligence Items acceptable to Buyer in Buyer's sole and absolute discretion.

(b) Buyer shall negotiate in good faith with the applicable counterparties with respect to the Assumed Debt Documents, the Ancillary Agreements, the release of BMO's Liens on the Acquired Assets and the indebtedness secured by the Happy Valley Property

(c) On or before August 7, 2026, Buyer shall provide the Sellers' Representative with written notice of the status of the matters described in Section 7.3(b), including

(i) whether the Assumed Debt Documents have been negotiated and agreed and, if so, evidence thereof reasonably acceptable to the Sellers' Representative;

(ii) whether the Ancillary Agreements have been negotiated and agreed and, if so, copies thereof; and

(iii) whether Buyer has reached agreement with BMO regarding the release of BMO's Liens on the Acquired Assets or has made the cash offer contemplated by this Agreement and, in either case if so, copies thereof.

(d) Notwithstanding anything to the contrary in this Agreement, Buyer's failure, despite compliance with Section 7.3(b), to reach any agreement or achieve any other outcome described in Section 7.3(c) shall not constitute a breach of this Agreement or a failure to comply with this Section 7.3.

Section 7.4 Delivery of Estimated Closing Balance Sheet and Estimated Working Capital; Buyer Review. Not later than three (3) Business Days prior to the Closing Date, the Sellers' Representative shall prepare in good faith and deliver to Buyer (a) an estimated consolidated balance sheet of the Acquired Assets and Assumed Liabilities as of the Calculation Time (the "Estimated Closing Balance Sheet") and (b) a statement setting forth Sellers' good-faith estimate of Working Capital as of the Calculation Time (the "Estimated Working Capital"), in each case prepared in accordance with the Applicable Accounting Principles and the definition of Working Capital, and presented in the format of the Working Capital Schedule, together with reasonable supporting detail and documentation for the calculation thereof. Following such delivery, Sellers shall provide Buyer and its Representatives with reasonable access, during normal business hours, to the books, records, work papers and personnel of Sellers used in, or relevant to, the preparation of the Estimated Closing Balance Sheet and the Estimated Working Capital.

Section 7.5 Post-Closing Adjustment of Purchase Price.

(a) Within sixty (60) days after the Closing Date, Buyer shall prepare in good faith and deliver to Sellers a written statement (the "Closing Statement") setting forth (i) a consolidated balance sheet of the Acquired Assets and Assumed Liabilities as of the Calculation Time and (ii) Buyer's calculation of Working Capital as of the Calculation Time (the "Closing Working Capital"), in each case determined without giving effect to the transactions contemplated hereby and prepared in accordance with the Applicable Accounting Principles and the definition of Working Capital, and presented in the format of the Working Capital Schedule. From and after delivery of the Closing Statement, Sellers and their Representatives shall be afforded reasonable access, during normal business hours and upon reasonable prior notice, to the books, records, work papers and personnel of Buyer relating to the Acquired Assets and the preparation of the Closing Statement, and to such other information as Sellers may reasonably request for purposes of reviewing the Closing Statement.

(b) The Closing Statement shall become final and binding on the parties on the fifteenth (15th) day following delivery thereof to Sellers, unless prior to the end of such period the Sellers' Representative delivers to Buyer a written notice of disagreement (a "Notice of Disagreement") specifying in reasonable detail the nature and amount of each item in dispute and Sellers' calculation of the Closing Working Capital. Sellers shall be deemed to have agreed with all items and amounts contained in the Closing Statement that are not specifically disputed in the Notice of Disagreement, and such items and amounts shall be final and binding on the parties.

(c) During the fifteen (15) Business Day period following delivery of a Notice of Disagreement, Sellers and Buyer shall in good faith seek to resolve in writing any differences they may have with respect to the matters specified therein. Any item resolved in writing by the parties shall be final and binding. If Sellers and Buyer have not resolved all such differences by the end of such period, they shall jointly submit the remaining disputed items, in writing, to Clifton Larsen Allen or, if such firm is unwilling or unable to serve, another nationally recognized independent public accounting firm mutually agreed in writing by Sellers and Buyer (the "Independent Accounting Firm"). The Independent Accounting Firm shall consider only the items and amounts that remain in dispute, shall act as an expert and not as an arbitrator, and in resolving any disputed item may not assign a value greater than the greatest value, or less than the smallest value, claimed for such item by either party. Sellers and Buyer shall use commercially reasonable efforts to cause the Independent Accounting Firm to deliver a written determination, which shall be final and binding on the parties and not subject to appeal absent manifest error, as promptly as practicable and in any event within thirty (30) days after submission. The fees and expenses of the Independent Accounting Firm shall be borne by Sellers and Buyer in inverse proportion to the degree to which each prevails on the disputed items, as determined by the Independent Accounting Firm, and each party shall bear its own other costs of the dispute resolution.

(d) Upon the Closing Working Capital becoming final and binding pursuant to this Section (such final amount, the "Final Working Capital"), the Purchase Price shall be recalculated, and the "Net Adjustment Amount" shall be an amount (which may be positive or negative) equal to the Final Working Capital minus the Working Capital Target. Notwithstanding the foregoing, if the absolute value of the Net Adjustment Amount is equal to or less than the Adjustment Threshold Amount, then the Net Adjustment Amount shall be deemed to be zero and no payment shall be made by any party pursuant to this Section, and if the absolute value of the Net Adjustment Amount exceeds the Adjustment Threshold Amount, then the Net Adjustment Amount shall be payable to the extent of the excess over the Adjustment Threshold Amount.

(e) Within three (3) Business Days after the Closing Working Capital becomes final and binding, the Net Adjustment Amount shall be paid as follows: (a) if the Net Adjustment Amount is negative, then Buyer and the Sellers' Representative shall jointly instruct the Escrow Agent to release to Buyer from the Adjustment Escrow Account an amount equal to the absolute value of the Net Adjustment Amount (or, if the Adjustment Escrow Account contains less than such amount, the entire balance of the Adjustment Escrow Account), and, to the extent the absolute value of the Net Adjustment Amount exceeds the funds available in the Adjustment Escrow Account, Sellers shall not have any further obligation to pay such deficiency and Sellers' obligation to pay such deficiency shall be limited to, or capped at, the Adjustment Escrow Amount; (b) if the Net Adjustment Amount is positive, then Buyer shall pay the amount thereof to Sellers by wire transfer of immediately available funds (but not to exceed the initial Adjustment Escrow Amount), and Buyer and the Sellers' Representative shall jointly instruct the Escrow Agent to release the entire balance of the Adjustment Escrow Account to Sellers; and (c) promptly following the determination of the Final Working Capital and the payment of the Net Adjustment Amount (if any), Buyer and the Sellers' Representative shall jointly instruct the Escrow Agent to release to Sellers any portion of the Adjustment Escrow Amount then remaining in the Adjustment Escrow Account (after giving effect to any release to Buyer pursuant to clause (a)). Each payment under this Section, and each release of funds from the Adjustment Escrow Account, shall be made together with a proportionate share of any interest or earnings actually accrued thereon. Any payment made, or amount released from the Adjustment Escrow Account, pursuant to this Section shall be treated by the parties as an adjustment to the Purchase Price for all Tax purposes to the maximum extent permitted by applicable Law.

Section 7.6 Tax Matters; Transfer Taxes; Certain Prorations; Title Insurance; Etc.

(a) *Transfer Taxes*. Sellers shall pay all Transfer Taxes, whether imposed on Buyer, Sellers or any of their respective Affiliates. Buyer 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.

(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, Secured Taxes attributable to any Post-Closing Tax Period shall constitute Assumed Taxes and Assumed Liabilities and shall be borne and timely paid by Buyer. All other Secured Taxes, including any Trust Fund Taxes and any Secured Taxes attributable to any Pre-Closing Tax Period, shall be satisfied in full from the proceeds of the sale at or prior to Closing and discharged pursuant to the Sale Order, shall not constitute Assumed Taxes or Assumed Liabilities, and shall be treated as Unassumed Liabilities. Secured Taxes shall be apportioned between the Pre-Closing and Post-Closing Tax Periods in the manner provided in Section 7.6(b).

(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 standard coverage with respect to the Title Policy(ies) for the Real Property, (ii) any Cure Costs payable pursuant to the Sale Order in connection with the assumption and assignment, or the sale, of Assumed Executory Contracts, (iii) any costs of matters Sellers are obligated to, or elect to, cure or otherwise satisfy under this Agreement and (iv) 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 (not in duplication of Buyer's obligations with respect to Transfer Taxes) 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 7.6.

(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 7.6 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.

(g) *Tax Cooperation; Structure*. Sellers shall use commercially reasonable efforts to cooperate with Buyer in structuring the transactions contemplated hereby in a Tax-efficient manner, including with respect to the form and sequence of the conveyances of the Acquired Assets; provided that Sellers shall not be required to take any action that would reasonably be expected to have an adverse effect on Sellers or their estates.

Section 7.7 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 7.8 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 7.8(b). Sellers shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions set forth in Articles VIII and IX of this Agreement.

Section 7.9 Title and Survey.

[Reserved]

Section 7.10 Casualty and Condemnation.

(a) For purposes of this Section 7.10: (i) a "Casualty" means any loss of, or damage or destruction to, any Acquired Asset (including any Improvement, packing or storage facility, equipment, irrigation system, tree, vine or other permanent planting) by fire, frost, freeze, hail, windstorm, flood, earthquake, drought, fire blight or other casualty; provided that damage to, or loss of, a growing or harvested crop shall not constitute a Casualty so long as the affected trees, vines and other permanent plantings remain capable of producing marketable crops in future crop years substantially consistent with past practice (it being understood that damage that renders such trees, vines or plantings incapable of producing marketable crops in future crop years shall constitute a Casualty), and any matter relating to the yield or marketability of the 2026 Crop shall be addressed solely under Section 9.14 (No Material Marketability Event) and not under this Section 7.10; and (ii) a "Condemnation" means any taking, condemnation or exercise of the power of eminent domain (or any conveyance in lieu thereof) by any Governmental Authority with respect to any Acquired Asset, and includes any curtailment, reduction, forfeiture, relinquishment or other involuntary loss or material impairment of any Water Right resulting from any action, adjudication, order or determination of any Governmental Authority (including the Washington Department of Ecology) or any general stream adjudication.

(b) If any Casualty or Condemnation occurs after the date hereof and prior to the Closing, Sellers shall, promptly (and in any event within five (5) Business Days) after obtaining knowledge thereof, deliver written notice thereof to Buyer, describing in reasonable detail the affected Acquired Assets, the nature and extent of the Casualty or Condemnation, and, to the extent then known, the amount of any insurance proceeds or condemnation award available or claimed with respect thereto.

(c) If the aggregate cost to repair or replace the Acquired Assets affected by all Casualties, plus the aggregate diminution in value of all Acquired Assets affected by all Condemnations, together with, and without duplication, the aggregate other business losses reasonably expected to arise from such Casualties and Condemnations (it being understood that the diminution in value of any affected Acquired Asset shall be determined taking into account such other business losses), in each case net of insurance proceeds and condemnation awards actually received or that Sellers are entitled to receive in respect thereof (such net amount, the "Net Loss Amount"), is less than $10,000,000, then this Agreement shall remain in full force and effect and the parties shall proceed to the Closing, with the Purchase Price reduced by the amount (if any) by which the Net Loss Amount exceeds $5,000,000 (without duplication of any amounts paid or credited to Buyer pursuant to clauses (i) and (ii) of this Section 7.10(c)) but without any other reduction of the Purchase Price on account of such Casualty or Condemnation, and at the Closing Sellers shall (i) assign and pay over to Buyer all Transferred Casualty Proceeds (including all rights to insurance proceeds and condemnation awards) in respect of such Casualty or Condemnation, and (ii) pay or credit to Buyer the amount of any deductible, self-insured retention or uninsured portion applicable thereto, to the extent not otherwise paid for by Sellers in repair or replacement prior to Closing.

(d) If the Net Loss Amount is equal to or greater than $10,000,000, then Buyer may, by written notice to Sellers given within fifteen (15) Business Days after Buyer's receipt of the notice described in clause (b) (or, if later, within fifteen (15) Business Days after the Net Loss

Amount is reasonably determinable), elect to terminate this Agreement pursuant to Section 10.1(j), in which case the Deposit shall be returned to Buyer in accordance with Section 2.6 and the parties shall have no further obligations hereunder except for those that expressly survive termination. If Buyer does not so elect to terminate, this Agreement shall remain in full force and effect, the parties shall proceed to the Closing without any reduction of the Purchase Price, and Sellers shall assign and pay over to Buyer the Transferred Casualty Proceeds and pay or credit the deductible, self-insured retention or uninsured portion, in each case as provided in Section 7.10(c).

(e) From the date hereof until the Closing, Sellers shall maintain in effect the insurance policies covering the Acquired Assets that are in effect on the date hereof (or comparable replacement policies), and shall not settle, compromise or adjust any insurance claim or condemnation award in respect of any Casualty or Condemnation, or agree to any conveyance in lieu of Condemnation, in each case without Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed), other than as required by the Bankruptcy Court or applicable Law. Sellers shall reasonably cooperate with Buyer in the pursuit and collection of any such insurance proceeds or condemnation award, and the provisions of this Section 7.10 shall be subject to the Bankruptcy Code and any applicable Order of the Bankruptcy Court.

Section 7.11 Insurance Matters.

(a) From and after the Closing, the Acquired Assets, the Assumed Liabilities and the operations and Liabilities in respect thereof shall cease to be insured by any insurance policies or self-insurance programs maintained by Sellers or any of their respective Affiliates, and, except as set forth in this Section 7.11, neither Buyer nor its Affiliates shall have any right, title or interest in or to any such insurance policy or self-insurance program (including any claims or rights to make claims or any rights to proceeds thereunder); provided, however, that Buyer shall have the right to make claims, and shall be entitled to any and all proceeds (including the Transferred Casualty Proceeds), with respect to the Acquired Assets or the Assumed Liabilities under any occurrence-based insurance policy of any Seller for any loss, damage, destruction, casualty or other occurrence pertaining to the Acquired Assets or the Assumed Liabilities that occurs or arises prior to the Closing (whether the related claim is made or paid before, on or after the Closing). With respect to any such claim, the applicable Seller shall, at Buyer's sole cost and expense, use commercially reasonable efforts to seek the maximum recovery available, or, at Buyer's election, permit Buyer to seek such recovery (including by executing and delivering such documents, instruments and information as Buyer may reasonably request), and shall remit, or direct the applicable insurer to pay directly to Buyer or its designee, any insurance proceeds actually recovered in respect thereof, net of the applicable Seller's reasonable and documented out-of-pocket costs of recovery (to the extent not otherwise paid or reimbursed by Buyer) and any deductible, self-insured retention or co-insurance required to be funded in connection therewith.

(b) Notwithstanding Section 7.11(a), the Parties acknowledge that recovery of proceeds under any multi-peril crop insurance, whole-farm revenue protection or other federally reinsured crop insurance policy (collectively, "Crop Insurance") may be subject to the rules of the U.S. Department of Agriculture Risk Management Agency and the Federal Crop Insurance Corporation, including requirements regarding the producer of record and the payee of any indemnity. With respect to Crop Insurance proceeds attributable to any pre-Closing loss (other than to the extent under any Whole Farm Policy, any proceeds of which are Excluded Assets) to the Acquired Assets, Sellers and Buyer shall reasonably cooperate to put in place a mutually acceptable arrangement (including, as applicable, a transfer of the policy or of the producer-of-record designation, an assignment of indemnity, or a remittance mechanic consistent with clause (a)) so that the economic benefit of such proceeds inures to Buyer to the maximum extent permitted by applicable Law and the terms of such Crop Insurance.

Section 7.12 Transfer of Permits; Non-Assignable Assets; Unscheduled Access Rights**.**

(a) From the date hereof through the Closing, Sellers shall use commercially reasonable efforts to obtain, and to deliver and transfer to Buyer at the Closing, all transferable or assignable rights, title and interest in and to the Acquired Assets, including the Water Rights, the Water Agreements, the Irrigation System Permits, the Permits, the Variety Agreements and the other Intangible Property, in each case free and clear of all Liens and Claims other than Permitted Exceptions and Liens securing Assumed Liabilities, including by making all filings, giving all notices and seeking all Transfer Consents and Governmental Authority approvals necessary or appropriate to effect such transfer or assignment, all at Buyer's sole cost and expense and without any requirement that any Seller pay any consideration or commence any Proceeding.

(b) With respect to any Acquired Asset (including any Permit, Water Right, Water Agreement, Irrigation System Permit, Variety Agreement or other right) that is not transferable or assignable to Buyer at the Closing without a Transfer Consent or Governmental Authority approval that has not then been obtained, or that by its terms or by applicable Law may not be transferred or assigned notwithstanding entry of the Sale Order, the Closing shall nonetheless occur (subject to the conditions in Article IX) and, from and after the Closing until the earlier of the date such Transfer Consent or approval is obtained and the date that is twelve (12) months after the Closing Date, Sellers and Buyer shall use commercially reasonable efforts (at Buyer's sole cost and expense and without any Liability to Sellers) to obtain such Transfer Consent or approval or to put in place a mutually acceptable alternative arrangement under which Buyer obtains the benefits and assumes the obligations of, or is provided the practical equivalent of, such Acquired Asset, including (a) for any Permit, an interim license, operating agreement, management arrangement or other lawful accommodation enabling Buyer to operate the Sellers' Business in the Ordinary Course of Business pending transfer, and (b) for any other such Acquired Asset, a sublicense, sublease, subcontract or arrangement under which Sellers enforce their rights thereunder for Buyer's benefit. Upon obtaining any such Transfer Consent or approval, the applicable Seller shall promptly transfer and assign the relevant Acquired Asset to Buyer at no additional cost to Buyer.

(c) Following the execution of this Agreement, Sellers shall use commercially reasonable efforts to cooperate with Buyer in good faith to effect, at Buyer's election and to the extent permitted by applicable Law, either (i) the transfer or assignment to Buyer of each Unscheduled Access Right (as defined herein), (ii) the grant to Buyer of a sublicense, sublease or other right to use and enjoy the benefits of each Unscheduled Access Right, or (iii) the documentation and grant of a replacement easement, license or access agreement in favor of Buyer on terms, and pursuant to documentation (which may include, or be effected through, the Related Party Cooperation Agreement), in each case reasonably satisfactory to Buyer, in each case sufficient to provide Buyer with access and use rights substantially equivalent to those historically used in the operation of the Sellers' Business (collectively, "Unscheduled Access Rights").

Section 7.13 Regulatory Approvals. Each of the parties shall use its commercially reasonable efforts to (a) as promptly as practicable after the date hereof, make, or cause to be made, all filings, notifications and submissions with any Governmental Authority that are required to be made by such party in connection with the transactions contemplated hereby in order to obtain the regulatory approvals referred to in the Sections titled "Regulatory Approvals" (including, to the extent applicable, any filings required under the HSR Act and any other applicable Antitrust Laws); (b) cooperate with the other party in connection with any such filing, notification or submission and in connection with any investigation or other inquiry by or before a Governmental Authority relating to the transactions contemplated hereby, including by providing the other party with copies of all such filings (other than any confidential or competitively sensitive portions thereof) and a reasonable opportunity to review and comment thereon in advance; (c) promptly inform the other party of, and supply to the other party, any communication received from any Governmental Authority in respect of such filings; and (d) use commercially reasonable efforts to cause any applicable waiting period under the HSR Act or any other Antitrust Law to expire or be terminated at the earliest practicable date and to obtain such regulatory approvals as promptly as practicable. The parties shall share equally all filing fees payable in connection with any such filing.

Section 7.14 Guarantee Releases. In connection with the negotiation and entry into the Assumed Debt Documents, Buyer shall use its commercially reasonable efforts to obtain, effective as of the Closing, the unconditional and irrevocable release of each Gebbers Affiliate Guarantee (and of any Liens securing the same) by the applicable lenders or other creditors of the Sellers. Buyer shall, and shall use commercially reasonable efforts to cause the applicable members of the Gebbers family and their controlled entities to reasonably cooperate with Buyer in connection with obtaining such releases, including by (a) furnishing such documents, instruments, financial information and other information relating to the Gebbers Affiliate Guarantees and the underlying Indebtedness as Buyer or the applicable lender or creditor may reasonably request, (b) executing and delivering such releases, payoff or release letters, terminations, instruments and other documents as may be reasonably necessary or appropriate to effect such releases, and (c) facilitating communications among Buyer, the Sellers, the applicable lenders or creditors and the guarantors. Notwithstanding the foregoing, nothing in this Section shall require Buyer to pay any consideration, incur any liability or commence any Proceeding (other than payment and performance of the Assumed Debt Obligations in accordance with the Assumed Debt Documents) in order to obtain any such release.

Section 7.15 Crop Insurance Cooperation; Successor History. From and after the execution of this Agreement, Sellers shall, and shall use commercially reasonable efforts to cause their Affiliates and Representatives to, reasonably cooperate with Buyer, at Buyer's cost, to enable Buyer to obtain Crop Insurance recognizing the Sellers' production, yield and revenue history as the history of Buyer as a successor in interest, including by (a) furnishing all actual production history, yield records, acreage reports, loss histories and related records and data in the Sellers' possession or control, (b) executing and delivering such transfer-of-history forms, successor-in-interest designations, consents, certifications and other documents as may be required by the Federal Crop Insurance Corporation, the Risk Management Agency, any approved insurance provider or any crop insurance agent, (c) providing such notices to, and making such filings with, the Federal Crop Insurance Corporation, the Risk Management Agency and any applicable approved insurance provider or agent as Buyer may reasonably request, and (d) facilitating communications among Buyer, the Sellers and the applicable insurers, agents and Governmental Authorities. The recovery and allocation of Crop Insurance proceeds attributable to any pre-Closing loss shall be governed by Section 7.11, and this Section 7.15 addresses solely the recognition and continuation of the Sellers' production and insurance history for Buyer's benefit and the obtaining of go-forward Crop Insurance by Buyer.

Section 7.16 SugarBee Cultivation Rights and Proprietary Varieties. Sellers shall use commercially reasonable efforts to ensure that, from and after the Closing, Buyer shall have the right to grow, propagate, pack, handle, store, market and sell the SugarBee® LucyGlo®, LucyRose® and Rockit® apple varieties, and to otherwise cultivate and commercialize such variety, in the same manner and to the same extent as the Sellers were entitled to do, and did, immediately prior to the Closing, including by assigning to Buyer (or, where assignment is not permitted, by holding for the benefit of Buyer and otherwise cooperating to provide Buyer the benefits of) all rights of the Sellers under the Variety Agreements and any other Existing Contracts, licenses or sublicenses pursuant to which any Seller has the right to grow the SugarBee® variety, and by taking such other actions, and obtaining such consents from any applicable licensor as may be reasonably necessary to vest in Buyer the right to grow the SugarBee® variety as conducted by the Sellers prior to the Closing.

Section 7.17 FSA and NRCS Records. Sellers shall cooperate with Buyer, to enable Buyer to succeed to the farm records maintained by the U.S. Department of Agriculture Farm Service Agency ("FSA") and Natural Resources Conservation Service ("NRCS") with respect to the Acquired Assets and the Sellers' Business, including by furnishing records in the Sellers' possession or control and executing such forms, consents and other documents as may be reasonably required by FSA or NRCS.

Section 7.18 Organic Records Delivery. At or prior to the Closing, Sellers shall deliver to Buyer true and complete copies of (a) each current organic certificate and each pending application for organic certification held or made by any Seller with respect to any of the Real Property or the Sellers' Business, (b) each organic system plan (as defined in 7 C.F.R. Part 205) maintained for or submitted to any certifying agent (including the Washington State Department of Agriculture Organic Program), and (c) complete field histories — including records of all seeds, planting stock, fertilizers, soil amendments, and crop protection or other substances applied — for each field, block or parcel that is certified organic, in transition to organic certification, or has been managed as organic at any time within the thirty-six (36) months preceding the Closing Date.

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 11.6.

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 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;

(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 Assumed Debt Documents in accordance with Section 2.6(c); and

(d) the documents and instruments called for in Section 4.2 to be delivered by Buyer.

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 11.6:

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 them 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, and, unless otherwise expressly agreed to in writing by Buyer, the Sale Order shall have become a Final Order. The requirement that the Sale Order shall have become a Final Order is for the sole benefit of Buyer and may be waived by Buyer, in whole or in part, in its sole discretion. The Bid Procedures Order shall be in full force and effect and Buyer shall continue to be entitled to the Break-Up Fee and Expense Reimbursement. The Buyer's expenses shall have been paid in accordance with the Expense Reimbursement Order.

Section 9.5 Litigation. No action, suit or other proceeding 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 [Reserved]

Section 9.8 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 9.9 Ancillary Agreements. All Ancillary Agreements shall have been executed and be effective and contemporaneously closed on terms reasonably acceptable to Buyer.

Section 9.10 Permit Transfers. Sellers shall have delivered or transferred to Buyer any and all Permits required to operate the Sellers' Business, including but not limited to all irrigation easements; provided that, with respect to any such Permit that cannot be transferred or assigned to

Buyer at the Closing, this condition shall be satisfied with respect to such Permit if Sellers shall have obtained and put in place, pursuant to Section 7.12, an interim license, operating agreement or other lawful arrangement sufficient to enable Buyer to operate the Sellers' Business in the Ordinary Course of Business after the Closing pending such transfer or assignment, in form and substance acceptable to Buyer.

Section 9.11 Title Policy. The Title Company shall be irrevocably committed to issue to Buyer, at or promptly following the Closing and upon payment of the applicable premium, the Title Policy(ies), subject only to the Permitted Exceptions.

Section 9.12 Exit Financing. Buyer shall have obtained a customary working capital facility for the operation of the Acquired Assets to be available as of the Closing on terms, and with counterparties, acceptable to Buyer in its sole discretion; provided, however, that the failure of the condition described in this Section 9.12 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 9.13 No Material Adverse Effect. Between the date of this Agreement and the Closing, no Material Adverse Effect shall have occurred and be continuing.

Section 9.14 No Material Marketability Event. Between the date of this Agreement and the Closing, no Material Marketability Event shall have occurred and be continuing.

Section 9.15 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 9.1 and Section 9.2 have been satisfied as of the Closing; and

(b) the documents and instruments called for in Section 4.2 to be delivered by Sellers.

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 (other than Section 9.1 or 9.2, which are addressed in Section 10.1(d));

(c) by Sellers if any event occurs which renders satisfaction of one or more of the conditions to Sellers' obligations set forth in Article VIII (other than Section 8.1, which is addressed in Section 10.1(d)) 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, (i) during the General Diligence Period as the result of Buyer being dissatisfied with the results of its due diligence regarding the Acquired Assets and Sellers' Business (in Buyer's sole discretion), or (ii) during the Specified Diligence Period (as may be extended as provided herein) for a Specified Diligence Item as the result of Buyer being dissatisfied with any Specified Diligence Item (in Buyer's sole discretion);

(f) by Buyer, upon written notice to Sellers, on or before August 7, 2026, if (i) Buyer and the lenders party to the Assumed Debt Documents shall not have reached agreement on definitive documentation for the Assumed Debt Documents in form and substance reasonably acceptable to Buyer, (ii) Buyer and the applicable counterparties shall not have reached agreement on definitive documentation for the Ancillary Agreements in form and substance reasonably acceptable to Buyer, or (iii) Buyer shall neither have reached agreement with BMO with respect to the terms of the release of BMO's Liens on the Acquired Assets nor have made the cash offer contemplated by Section 7.3(d), in each case where Buyer shall have negotiated in good faith with the applicable counterparties with respect to the foregoing;

(g) by Sellers, upon written notice to Buyer delivered on or after August 8, 2026 and on or prior to August 12, 2026, if any of the agreements described in clause (i) or clause (ii) of Section 10.1(f) shall not have been agreed, or neither the agreement nor the offer described in clause (iii) of Section 10.1(f) shall have been reached or made, in each case on or before August 7, 2026;

(h) by Sellers if Buyer fails to timely comply with Section 7.3(a);

(i) 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(i) 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;

(j) by Buyer, upon written notice to Sellers, in the event of a Casualty or Condemnation giving rise to a termination right pursuant to Section 7.10(d);

(k) by Buyer, upon written notice to Sellers, if any of the following milestones is not satisfied by the applicable date (unless the failure to satisfy such milestone results primarily from a material breach of this Agreement by Buyer): (i) one or more Qualified Bids shall have been submitted by August 19, 2026 (or, if no Qualified Bid other than Buyer's is received, Sellers shall have confirmed that the Auction will not be held); (ii) the Auction, if required, shall have been conducted by August 24, 2026; or (iii) the Sale Order shall have been entered by the Bankruptcy Court by September 4, 2026; provided that each of the foregoing dates may be extended by mutual written agreement of Buyer and the Sellers' Representative (which may be by email correspondence among counsel);

(l) by Buyer if the Bid Procedures Order, Sale Order, or Expense Reimbursement Order is denied, vacated, modified, or appealed; and

(m) by Buyer upon the dismissal or conversion of any Chapter 11 case of any Seller.

Section 10.2 Remedies. In the event of termination of this Agreement pursuant to Section 10.1:

(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 Designated Purchasers. Buyer may, on notice at least three (3) Business Days before Closing, designate one or more Affiliates or designees to take direct title to specified Acquired Assets and assume specified Assumed Liabilities. Each designee shall have Buyer's rights and protections under this Agreement and the Sale Order, including Sections 363(m) and 363(f), and Sellers shall request that the Sale Order so provide. No designation relieves Buyer of its obligations, modifies the Purchase Price, or delays Closing.

Section 11.4 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 sent, if sent by email (so long as no bounce-back or other notice of non-delivery is received by the sender), provided that if such email is sent after 5:00 p.m. (recipient's local time) on a Business Day or on a day that is not a Business Day, such notice shall be deemed to have been given on the next succeeding Business Day; 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 Sellers:

Brewster Heights Packing & Orchards, LP
Attn: Johnny Gebbers, Brooke McGuire and Chris McCarthy
25985 Highway 97
PO Box 735
Brewster, WA 98812

With a copy to:

Katten Muchin Rosenman LLP
Attn: John E. Mitchell, Yelena Archiyan and Bill Rivers
2121 N. Pearl St., Suite 1100
Dallas, TX 75201
Email: john.mitchell@katten.com; yelana.archiyan@katten.com; bill.rivers@katten.com

and

Davis, Arneil Law Firm, LLP
Attn: Bryan J. Maroney

617 Washington Street
Wenatchee, Washington 98801
Email: bryan@dadkp.com

If to Buyer:

Heritage Orchard Alliance LLC
Attn: David Kay
1318 Dale St.
Raleigh, NC 27605
Email: dkay@ao8advisors.com

With a copy to:

Gibson, Dunn & Crutcher LLP
Attn: Jonathan Whalen; Rob Fitzgerald
200 Park Avenue
New York, NY 10166
Email: JWhalen@gibsondunn.com; 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 11.5 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 11.4. 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 11.6 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 11.7 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 11.8 Third Party Beneficiaries. No Person other than the parties hereto shall have any rights or claims under this Agreement.

Section 11.9 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 11.10 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 11.11 Electronic Signatures. 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, may be executed and delivered by electronic transmission, including by email delivery of a ".pdf" format data file or by use of an electronic signature or electronic signature platform (such as DocuSign or AdobeSign) complying with the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act or any other applicable Law, and any such electronic signature or electronically transmitted signature shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as a manually executed, original, "wet ink" signature delivered in person. No party hereto or to any such agreement or instrument shall raise the use of an electronic signature or the transmission of a signature, agreement or instrument by electronic means as a defense to the formation or enforceability of a contract, and each party forever waives any such defense.

Section 11.12 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 11.13 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 11.14 Cumulative Remedies. Unless otherwise expressly set forth in this Agreement, 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 11.15 Specific Performance. The parties agree that irreparable damage would occur, and that the parties would not have an adequate remedy at law, in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, following entry of the Sale Order, each of Buyer and Sellers shall be entitled to an injunction or injunctions, and to specific performance of the terms and provisions of this Agreement (including the obligation of the parties to consummate the Closing and to deliver the Acquired Assets, the Ancillary Agreements and the other deliverables contemplated hereby), in each case in addition to any other remedy to which such party is entitled at law or in equity, and shall not be required to provide or post any bond or other security in connection therewith. Each party agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that the other party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or in equity, and each party waives any requirement for the securing or posting of any bond in connection with such remedy. If, prior to the Outside Date, any party brings any action to enforce specifically the performance of the terms and provisions hereof, the Outside Date shall automatically be extended for the period during which such action is pending, plus twenty (20) Business Days. For the avoidance of doubt, the right of Sellers to seek specific performance to cause the Closing to occur is subject to Section 2.6(a) (such that Sellers may not both retain the Deposit as liquidated damages and obtain specific performance of Buyer's obligation to consummate the Closing).

Section 11.16 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

Section 11.17 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF LITIGATION AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.18 No Recourse. Notwithstanding anything in this Agreement to the contrary, this Agreement may only be enforced against, and any Proceeding based upon, arising out of or related to this Agreement, or the negotiation, execution or performance hereof, may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party herein), no past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, equityholder, Affiliate, agent, advisor, attorney, lender, financing source or other Representative of any party hereto, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, equityholder, Affiliate, agent, advisor, attorney, lender, financing source or other Representative of any of the foregoing (collectively, the "Nonparty Affiliates"), shall have any Liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or Liabilities of any party under this Agreement or for any Proceeding based on, in respect of, or by reason of, the transactions contemplated hereby; and each party hereto waives and releases all such Liabilities against any such Nonparty Affiliates. The foregoing shall not limit the rights of any party under any Ancillary Agreement against any Person that is a party thereto, or limit any rights expressly preserved in respect of the Gebbers Affiliate Guarantees or otherwise expressly set forth in this Agreement.

Section 11.19 Sellers' Representative. Each Seller hereby irrevocably constitutes and appoints BHPO as its representative and agent (in such capacity, the "Sellers' Representative") to act for and on behalf of all Sellers in connection with this Agreement and the transactions contemplated hereby. Without limiting the generality of the foregoing, from and after the date hereof, the Sellers' Representative shall have full power and authority to take any and all actions that this Agreement provides may or shall be taken by the Sellers (or any of them), including to (a) prepare, deliver, review, accept, approve, dispute or comment on the Estimated Closing Balance Sheet, the Estimated Working Capital, the Closing Statement, any Notice of Disagreement and any other statement, calculation or determination relating to the Purchase Price or its adjustment; (b) give and receive notices, demands, consents, elections and other communications; (c) grant or withhold any consent, approval or waiver, and agree to any amendment, extension or modification, on behalf of the Sellers; (d) deliver and receive Escrow Instructions and direct the disbursement of funds; (e) make any post-Closing decision, election or determination on behalf of the Sellers; and (f) negotiate, settle, compromise and otherwise handle any dispute arising under this Agreement on behalf of the Sellers. Buyer and the Escrow Agent shall be entitled to rely conclusively, without independent investigation, on any action taken, notice given, consent or waiver granted, or instruction or determination made by the Sellers' Representative as the action, notice, consent, waiver, instruction or determination of all of the Sellers, and any such action, notice, consent, waiver, instruction or determination shall be final and binding upon each Seller. Buyer shall have no Liability to any Seller for any action taken or omitted in reliance on the Sellers' Representative. In the event BHPO is unable or unwilling to continue to serve as the Sellers' Representative (including upon the appointment of a trustee or plan administrator in, or the conversion or dismissal of, the Chapter 11 Cases), the Sellers (or any trustee, plan administrator or other successor to the Sellers' estates) shall promptly designate a successor Sellers' Representative by written notice to Buyer, and any such successor shall thereafter be the Sellers' Representative for all purposes hereunder; absent such designation, the trustee, plan administrator or other successor to the Sellers' estates shall be deemed to be the Sellers' Representative.

Section 11.20 Currency. Except as otherwise expressly provided in this Agreement, all dollar amounts are stated in United States dollars.

Section 11.21 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 11.22 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.

Heritage Orchard Alliance LLC

DocuSigned by:
DAVID KAY
9B7ED1F97E5941B...

By: ____________________________________

Name: David Kay

Its: Authorized Signatory

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.

HERITAGE ORCHARD ALLIANCE, a Delaware limited liability company

By: ______________________________
______________, its ____________

"BUYER"

BREWSTER HEIGHTS PACKING & ORCHARDS, LP, a Washington limited partnership

By: Gebbers Orchards, Inc., a Washington corporation, its sole General Partner

By: ______________________________
John H. Gebbers, its President

GEBBERS FARMS INC., a Washington corporation

By: ______________________________
John W. "Cass" Gebbers, its President

GEBBERS ORCHARDS, INC., a Washington corporation

By: ______________________________
John H. Gebbers, its President

D&E STORAGE, LLC, a Washington limited liability company
GF SA, LLC, a Washington limited liability company
P&G ORCHARDS, LLC, a Washington limited liability company
REPO, LLC, a Nevada limited liability company

By: Gebbers Orchards, Inc., a Washington corporation, its Manager

By: ______________________________
John H. Gebbers, its President

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305561958v18

EASTCO, LLC, a Washington limited liability company
NORTHCO, LLC, a Washington limited liability company
C&M II, LLC, a Washington limited liability company
WESTCO ORCHARDS, LLC, a Washington limited liability company
TJF PROPERTIES, LLC, a Washington limited liability company

By: Brewster Heights Packing & Orchards, LP, a Washington limited partnership, its sole Member

By: Gebbers Orchards, Inc., a Washington corporation, its sole General Partner

By: ______________________________
John H. Gebbers, its President

WESTCO SALES, INC.,
a Nevada corporation

By: ______________________________
Mac E. Gebbers, its President

"SELLERS"

Schedule A
Assumed Debt Obligations

Prudential Term Loan Revised Terms

• 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 less the Shortfall Amount 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 (2)	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).
(2) Plus any Shortfall Amount.

North Cascades Term Loan

Happy Valley Loan

Schedule B

Happy Valley Property Description

ARCEL 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.

<u>Exhibit A</u>

Shortfall Calculation

Highly Preliminary Draft Subject to Material Change

BHPO - Estimated Cash Sources & Uses at Closing

($ in 000s)

	Estimates
	Week Ending 9/5/26
Cash Sources	
Cash Contribution from IFC	$75,000
Remaining Cash at Close	8,172
Credit for Utility Deposits	900
Total Cash Sources	**$84,072**
Cash Uses - Sandton & Prudential	
Repayment of Sandton DIP, incl. Fees & Interest	$54,634
Prudential Cash Payment Per IFC APA	25,000
Total Cash Uses - Sandton & Prudential	**$79,634**
Cash Available, Post Sandton & Prudential Cash Payments	**$4,438**
Cash Uses - Accrued Administrative Expenses	
Postpetition A/P	$7,934
Accrued Payroll	1,970
Accrued Employee Benefits	350
PACA Claims	1,150
503(b)(9)	750
Total Cash Uses - Accrued Administrative Expenses	**$12,154**
Cash Deficit, Post Accrued Administrative Expenses	**($7,716)**
Closing Cash Uses	
Capstone Success Fee (2.25% of $231MM)	$5,204
Cure Costs	3,000
Priority Tax Claims (property taxes)	1,231
BMO Claim (TBD)	**[TBD]**
Working Capital Adjustment (assumed at $0)	-
UCC (TBD)	-
Winddown Costs (TBD)	-
Transfer Taxes (TBD)	-
Total Closing Cash Uses	**$9,435**
Cash Deficit, Post Closing Cash Uses	**($17,151)**
Cash Needed to Close Transaction	**$17,151**

Notes:

These are preliminary estimates subject to material change.

Assumes cash flows based on the Final DIP Budget filed on July 8, 2026.

Assumes IFC terms per latest APA draft.

There are no transfer taxes owed if a plan is confirmed.

Exhibit B

Applicable Accounting Principles

Capitalized terms used but not defined in this Exhibit B have the meanings given to them in the Agreement.

1. General; Order of Precedence. Working Capital, Current Assets and Current Liabilities shall be determined as of the Calculation Time in accordance with the following, in the following order of precedence: (a) first, the specific principles, policies, categories, inclusions, exclusions and valuation rules set forth in this Exhibit B (the "Specific Policies"); (b) second, to the extent not addressed by the Specific Policies, GAAP, applied on a basis consistent with the past practices of Sellers; and (c) third, solely to the extent GAAP permits more than one treatment, the past practices of Sellers. In the event of any conflict, the Specific Policies shall control over GAAP and the past practices of Sellers, and GAAP shall control over the past practices of Sellers. The Working Capital Schedule sets forth the line items and format for, and an illustrative calculation of, Working Capital, and shall be prepared in accordance with this Exhibit B; in the event of any conflict between the Working Capital Schedule and this Exhibit B, this Exhibit B shall control.

2. Measurement. All items shall be measured as of the Calculation Time, without giving effect to the transactions contemplated by the Agreement. Estimates shall be made in good faith as of the Calculation Time using then-available information (including packout and cull history, storage condition, current FOB quotes and market outlook) as of the Closing Date, shall be reconciled to Sellers' general ledger (including the applicable crop accounts), and shall in each case be subject to Buyer's review and the post-Closing adjustment provisions of the Agreement.

3. Included Items. Current Assets and Current Liabilities shall include only the items described in the definitions thereof in the Agreement, as further specified on the Working Capital Schedule, in each case without duplication.

4. Excluded Items. Without limiting Section 3 of this Exhibit B, none of the following shall be included in Current Assets or Current Liabilities:

(a) any crop receivable, inventory, rent, or other crop proceeds attributable to the 2025 crop or any earlier crop;

(b) any item attributable to any Existing Contract that is not an Assumed Executory Contract, including any rejection damages;

(c) all insurance receivables and insurance proceeds of any kind (including under any whole-farm revenue protection policy, any multi-peril or other Crop Insurance policy and any property or casualty policy), each of which shall be valued at zero for all purposes of Working Capital;

(d) all Apple House-related receivables and payables outside of the Ordinary Course of Business (Ordinary Course of Business includes the Apple House–BMO packing arrangement);

(e) The CFM Profit Receivable and all working capital held and/or maintained by CFM, including, but not limited to, assets and liabilities held by CFM on behalf of third-party growers, including grower receivables and grower payables;

(f) Related Party lease cure costs and lease payments attributable to any crop prior to the 2026 Crop;

(g) chemicals, wax and other consumables (which are not inventoried and shall be valued at zero, consistent with past practice) and vendor rebates (which shall be valued at zero and, if included for any reason, shall be net of chargeback setoffs);

(h) cash and cash equivalents, notes receivable, and income Tax assets and liabilities; and

(i) any item prorated or otherwise addressed elsewhere under the Agreement (including property Taxes prorated under Section 7.6), it being understood that no item shall be counted more than once in the determination of Working Capital.

5. Valuation Rules.

(a) Fruit inventory — lower of cost or market. Fruit inventory shall be valued at the lower of cost or market, net to the farms, following reasonably similar crop valuation methodology used in market collateral reporting applied at the lot/block, variety, and pool level to calculate Net Returns, then summed up to the aggregate, less the aggregate costs for the crop, as follows:

(i) Net Returns: Taking into account facts and circumstances existing as of the Calculation Time (irrespective of when those facts and circumstances are discovered) (including the packout and cull expectations, storability, current FOB quotes, current processor per pound prices, and market outlook, and to the extent available, warehouse receiving quality control reports, post-harvest treatment records, storage regime data and pre-harvest maturity data) and calculated at the lot, variety, and pool level as follows:

(1) Harvested bins multiplied by an estimated packout, multiplied by,

(2) Net FOB price per 40 lbs. box equivalent (gross equivalent FOB box price less marketing fee per box, applicable surcharge fee per box, handling fee per box, and applicable royalties per box), less,

(3) Packing charges (estimated 40 lbs. box equivalents multiplied by intake charge per box, pack charge per box, and industry charge per box), plus,

4) Estimated processor revenue

(ii) Harvested fruit: for the 2026 Crop, the lower of (A) the accumulated cash cost to grow the 2026 Crop, inclusive of depreciation, orchard lease rent, and crop-share rent obligations, and (B) the estimated net realizable value of the 2026 Crop;

(iii) Growing (unharvested) fruit: the accumulated cash investment in the growing crop (including rent and depreciation), subject to the same net realizable value test as of the Calculation Time, inclusive of a reasonable estimate for fruit to be harvested based on reasonably observable conditions, net of a reasonable estimate of harvesting and hauling costs to be incurred (to the extent such costs are not already included in the Working Capital Calculations)..

(b) Accounts receivable shall exclude any amount not reasonably expected to convert to cash within ninety (90) days after the Calculation Time, or that is not being collected in accordance with its terms as of the Calculation Time.

(c) Shook and packing materials. Shook and packing materials (whether usable or unusable) shall be excluded from Current Assets and valued at zero for all purposes of Working Capital.

(d) Chemicals and consumables. Chemicals and consumables (whether usable or unusable) shall be excluded from Current Assets and valued at zero for all purposes of Working Capital.

6. No Double Counting; Consistent Application. No asset, liability or other item shall be counted more than once in the determination of Working Capital, and the principles set forth in this Exhibit B shall be applied on a consistent basis in the preparation of the Estimated Closing Balance Sheet, the Estimated Working Capital, the Closing Statement and the Closing Working Capital.

<u>Exhibit C</u>

Working Capital Schedule

Working Capital shall be calculated in the following format, in accordance with the Applicable Accounting Principles:

Exhibit C

Working Capital Schedule

$USD in thousands

Day ending,	8/29/26	10/3/26	10/31/26	11/28/26
AR (2026 Crop Apples & Pears - CFM)	$374	$3,234	$9,417	$12,987
AR (2026 Crop Apples & Pears - OWHS)	–	–	–	$1,002
AR (2026 Crop Cherry - CFM)	$16,558	$4,286	$390	$0
AR (2026 Crop Cherry - OWHS)	–	–	–	–
Current Assets: AR from 2026 crop apples, pears and cherries	$16,932	$7,520	$9,807	$13,988
2026 Crop Apples & Pears (Growing Crop)	$43,556	$29,189	–	$3,538
2026 Crop Apples & Pears (Harvested Crop)	$1,684	$25,993	$67,031	$67,031
Current Assets: Fruit Inventory	$45,240	$55,182	$67,031	$70,570
Subtotal: 2026 Crop	**$62,172**	**$62,702**	**$76,838**	**$84,558**
Apple House Ordinary Course receivables	$5,543	$1,707	–	–
Current Assets	**$67,715**	**$64,409**	**$76,838**	**$84,558**
Current Liabilities	$2,000	–	–	–
Subtotal	**$65,715**	**$64,409**	**$76,838**	**$84,558**
Pro-forma lower-of-cost-or-market adjustment			($6,000)	($6,000)
Total	**$65,715**	**$64,409**	**$70,838**	**$78,558**
Utilized Working Capital Target	**$66,000**	**$64,000**	**$71,000**	**$79,000**

<u>Exhibit D</u>

Escrow Agreement

CHRISTINE M. TOBIN-PRESSER (WSBA #27628)
THOMAS A. BUFORD (WSBA # 52969)
JASON WAX (WSBA #41944)
SHANE E. CREASON (WSBA #63865)
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*Admitted Pro Hac Vice

Attorneys for the Chapter 11
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 DECLARATION OF SKYE ROOT IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DEBTORS'

[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").

DESIGNATION OF A STALKING HORSE BIDDER; (II) APPROVING BID PROTECTIONS IN CONNECTION THEREWITH; AND (III) GRANTING RELATED RELIEF

I, Skye Root, under penalty of perjury, declare as follows:

1. I am a Managing Director at Capstone Capital Markets LLC ("Capstone"), an investment banking firm with offices at 2670 S. Eagle Rd., Boise, ID 83642. I submit this declaration (this "Declaration") in support of the motion (the "Motion")[2] filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") seeking entry of an order (i) approving the Debtors' designation of a Stalking Horse Bidder; (II) approving Bid Protections in connection therewith; and (III) granting related relief.

2. I have been personally involved in and responsible for overseeing the marketing process and sale efforts on behalf of the Debtors since Capstone's engagement in June 2025. I am familiar with the Debtors' business, financial condition, and the prepetition marketing process described herein.

3. If called upon to testify, I could and would testify competently to the facts set forth herein based upon my personal knowledge, my review of relevant documents, and information provided to me by the Debtors' management team and other advisors.

A. Capstone's Qualifications

4. Capstone is a national middle-market investment banking firm providing merger and acquisition advisory, financial advisory, and capital markets services to

[2] Capitalized terms used but not defined herein shall have the definitions ascribed to them in the Motion.

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companies across a broad range of industries, including agribusiness and food production. Capstone has extensive experience advising companies in financial distress, including in connection with court-supervised sale processes under Bankruptcy Code § 363.

B. The Debtors' Prepetition Marketing Process

5. In light of growing liquidity challenges and significant financial distress the Debtors specifically, and the agriculture industry generally, have been experiencing since approximately the fourth quarter of 2024, the Debtors retained Capstone in June 2025 to commence a formal marketing process for the sale of substantially all of the Debtors' assets (the "Assets").

6. Initially, the Debtors launched a refinancing process during the fourth quarter of 2024 and into 2025. That effort culminated in extensive and exclusive negotiations with a single interested party that had significant existing investments in the Washington agricultural sector. Unfortunately, those negotiations proved unsuccessful.

7. At that time, the Debtors were operating under short-term forbearance agreements with their secured lenders, BMO Bank N.A., as successor-in-interest to Bank of the West ("BMO") and The Prudential Insurance Company of America ("Prudential"). Both lenders agreed to extend their forbearance periods through August 31, 2025, during which time they would forbear from exercising their rights and remedies under their respective facilities, but only on the condition that the Debtors conduct a concurrent and expedited sale process, encompassing either a sale of the Debtors' Assets or an alternative restructuring transaction. Thus, Capstone went back to the market and through

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Capstone's efforts, the Debtors received four indications of interest from prospective transaction parties in August 2025. Two such proposals were immediately deemed unacceptable, while the remaining two showed potential. With the expiration of the forbearance period approaching, BMO and Prudential each expressed interest in exploring the two remaining out-of-court restructuring proposals and agreed, both formally and informally, to forbear from exercising their respective rights and remedies until approximately November 15, 2025. By the end of 2025, however, neither proposal materialized.

8. Throughout calendar year 2026, Capstone continued to remain in contact and engage potentially interested parties regarding a transaction involving the Debtors, either by way of refinancing, additional investment, or sale. As the Debtors' need for liquidity became imperative and the only viable solution was a debtor in possession ("DIP") loan, Capstone immediately pivoted its efforts and began reaching out to potential buyers and investors, both strategic and financial, with the goal of securing a party to serve as a stalking horse bidder in a chapter 11 process.

9. As of the Petition Date, the Debtors and their advisors contacted over 80 potentially interested parties as part of this prepetition marketing process and entered into 49 nondisclosure agreements. Potential investors and/or acquirors also had access to a virtual data room. The extensive prepetition marketing process, which continued for almost 18 months, yielded a number of serious expressions of interest, resulting in seven letters of intent from prospective transaction parties.

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10. However, only one proposal was received, structured as a chapter 11 "stalking horse" bid. Multiple other interested parties, however, expressed an interest in participating in any court run process. Thus, shortly before the Petition Date, the Board of Directors for BHPO approved a Letter of Intent with U.S. Farming Realty Trust III, LP (and then subsequently after the Petition Date, a Term Sheet with Heritage Orchard Alliance LLC ("Heritage Orchard")) for a proposed transaction entailing a sale of the Debtors' Assets pursuant to Bankruptcy Code § 363. Heritage Orchard expressed its willingness to serve as the stalking horse bidder in these Chapter 11 Cases subject to a multi-step bid procedures process.

C. The Stalking Horse Bidder and the Stalking Horse APA[3]

11. After extensive, arm's-length negotiations and due diligence efforts, the Debtors decided to designate Heritage Orchard's proposal as the Stalking Horse Bid. Under the asset purchase agreement between the Debtors, as Sellers, and Heritage Orchard, as Buyer (the "Stalking Horse APA"), Heritage Orchard has agreed to acquire the Acquired Assets (as defined in the Stalking Horse APA), free and clear of liens, claims, encumbrances, and other interests, other than permitted exceptions and liens securing the assumed liabilities, on an "as is, where is" basis, and to assume certain specified liabilities. The purchase price under the Stalking Horse APA is $231.3 million, plus any Working Capital Surplus and minus any Working Capital Deficiency, subject to further adjustment for costs and prorations as set forth in the Stalking Horse APA (the "Purchase Price"). The Purchase Price comprises a combination of cash and assumed

[3] Capitalized terms used but not defined in Sections (C)-(D) shall have the meanings ascribed to such terms in the Stalking Horse APA.

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debt, and the Stalking Horse APA requires that the Debtors' DIP financing be repaid in full in cash at closing in an amount not to exceed $50,000,000.

12. Based on my knowledge of and experience with the prepetition marketing process and the extensive, arm's-length, and good-faith negotiations between the parties, I believe that designation of Heritage Orchard as the Stalking Horse Bidder is in the best interests of the estates and best positions the Debtors under the present circumstances to achieve the highest or otherwise best outcome of the sale process. The Debtors and Capstone determined that Heritage Orchard's Bid provided substantial value for the estates and that Heritage Orchard was prepared to move quickly to complete its diligence process and execute definitive documentation for a Transaction in advance of the Bid Deadline. Capstone expects to continue to market the Assets pursuant to the Bid Procedures and, if necessary, to assist the Debtors in conducting an Auction for the Assets.

13. The Stalking Horse APA provides a floor above which other Bidders can bid. I believe the sale under the terms negotiated with Heritage Orchard presents the highest value received to date for the Acquired Assets, represents at least fair market value, and will set a competitive floor for higher and better offers. I believe that the Bid Procedures set forth an appropriate process to test the value of the Acquired Assets, and that the fairness and reasonableness of the consideration to be paid by the Stalking Horse Bidder or another successful bidder ultimately will be demonstrated by further market exposure and an open and fair Auction. To my knowledge, there was no fraud or collusion between the Stalking Horse Bidder and the Debtors, or between the Stalking

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Horse Bidder and other Bidders, nor any attempt to take unfair advantage of other Bidders, during the marketing process, and I understand that all parties were represented by competent counsel and were in arm's-length bargaining positions.

D. There is a Sound Business Purpose for the Bid Protections

14. As a material inducement and condition to its willingness to serve as the Stalking Horse Bidder and to hold its offer open as a floor for competing bids, Heritage Orchard negotiated for a break-up fee, an expense reimbursement, and minimum overbid requirements set forth in the Stalking Horse APA (collectively, the "Bid Protections"). I believe that the Purchase Price provides significant value to the Debtors' estates, and the Stalking Horse Bid also provides an opportunity to maximize the value of the Debtors' Assets by allowing the Debtors to conduct an Auction, if necessary, to secure higher or better Bids for the Acquired Assets.

15. In exchange for the value that the Stalking Horse Bidder is providing to the sale process, the Debtors agreed to grant Heritage Orchard the Bid Protections. I believe that the Bid Protections were the product of good-faith, arm's-length negotiations amongst the parties, with the Debtors at all times acting in the interest of their estates and consistent with their fiduciary duties. The Bid Protections were heavily negotiated and scrutinized by the Debtors and their professionals.

16. Specifically, the Debtors agreed to a break-up fee equal to two percent (2%) of the Purchase Price (calculated to include cash and assumed debt), payable to Heritage Orchard upon the occurrence of a "Trigger Event" (the "Break-Up Fee"). The Debtors also agreed to reimburse Heritage Orchard for all reasonable and documented out-of-

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pocket expenses and fees, including legal fees and diligence costs, actually incurred by Heritage Orchard in connection with the negotiation, execution, and performance of the Stalking Horse APA, the Term Sheet, and the transactions contemplated thereby, subject to Court approval, in the event the Stalking Horse APA is terminated for any reason other than a "Specified Termination Event" (the "Expense Reimbursement"). In my experience, the Break-Up Fee and Expense Reimbursement are consistent with, and well within the range of, bid protections provided to stalking horse bidders in comparable transactions, which are usually limited to approximately one to four percent of the purchase price.

17. Moreover, I understand that the Bid Protections were, and remain, a critical component of the Stalking Horse Bidder's commitment. I understand that the Stalking Horse Bidder has expended, and will continue to expend, time and resources negotiating, drafting, and performing pre-acquisition planning activities necessitated by the sale, despite the fact that its Bid will be subject not only to Court approval, but also to overbidding by third parties. I believe that the Bid Protections are necessary to induce the Stalking Horse Bidder's Bid, and that if the Court does not approve the Bid Protections, there is significant risk that the Stalking Horse Bidder will elect not to serve as the "stalking horse," to the detriment of the Debtors' estates. In my experience, stalking horse bidders almost always demand similar protections in exchange for the value of acting as the stalking horse. Accordingly, I believe the Bid Protections will maximize the value of the Acquired Assets, and thus the Debtors' estates, and are a valid and sound exercise of the Debtors' business judgment.

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18. I readily acknowledge that the terms of the Stalking Horse APA and the Bid Protections afforded thereby are not the traditional terms, and are not of a structure, that bankruptcy courts customarily approve to facilitate a competitive bidding process. Instead of a bid with committed financing and final terms, with very few contingencies, the proposed Stalking Horse APA continues to provide Heritage Orchard with general diligence and financing contingencies, albeit in a structure that falls away over time. Further, certain feasibility issues, including confirmation of adequate cash at closing, remain to be resolved.

19. Nevertheless, and notwithstanding the foregoing, I believe the proposed Stalking Horse APA provides the Debtors with the most viable path presented to the estates, to date, for a successful sale that would keep the BHPO enterprise operating as a going concern while facilitating a competitive bidding process to maximize value. All potential Bidders continue to be invited and encouraged to contact the Debtors with any expressions of interest in some or all of the Debtors' Assets and to participate in the Auction process.

20. It is my belief, consistent with the Debtors' business judgment, that designating Heritage Orchard as the Stalking Horse Bidder is in the best interests of the estates, and that such designation as part of the sale process, notwithstanding the unconventional terms of the Stalking Horse APA, is materially better when measured against the alternative—proceeding to auction with no stalking horse bid at all. Accordingly, it is my view that designation of Heritage Orchard as the Stalking Horse

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Bidder pursuant to the Stalking Horse APA and the associated Bid Protections is in the best interests of the estates, their creditors, and all parties in interest.

21. Based on my experience and my personal knowledge of the Debtors' commercial circumstances and the marketing process for the Assets, I believe that designating Heritage Orchard as the Stalking Horse Bidder for the Acquired Assets is in the best interests of the estates, and that the Bid Protections are necessary to induce a stalking horse bid for the Acquired Assets, which will ultimately maximize value to the Debtors' estates.

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

SIGNED this 15th day of July, 2026.

/s/ Skye Root
Skye Root

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