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 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)

[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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This matter came before the Court upon the motion (the "Bid Procedures 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 "Chapter 11 Cases"), for entry of an order (this "Bid Procedures Order") (i) authorizing and approving the bid procedures attached hereto as Exhibit 1 (the "Bid Procedures") in connection with the purchase and Sale of the Assets or receipt of loan proceeds sufficient for Debtors to continue operating pursuant to a plan of reorganization or dismissal of these Chapter 11 Cases in lieu of a proposed sale; (ii) scheduling an Auction for the Assets to be held and establishing certain dates and deadlines in connection with the Bid Procedures; (iii) approving the form and manner of the Sale Notice with respect to the Sale of the Assets attached hereto as Exhibit 2; (iv) approving procedures for the assumption and assignment of contracts and noticing of related Cure Amounts; and (v) granting related relief, all as further described in the Bid Procedures Motion. 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 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*

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

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Debtors' Assets; (IV) Approving Assumption and Assignment Procedures; and (V) 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 Bid Procedures Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Bid Procedures 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 due and proper notice of the Bid Procedures Motion having been provided to the appropriate parties; and the Court having held a hearing on the Bid Procedures Motion; and the Court having determined that the legal and factual bases set forth in the Bid Procedures Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Bid Procedures 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:

A. Bid Procedures. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bid Procedures, which are fair, reasonable and appropriate under the circumstances and designed to achieve the highest or otherwise best offer and to maximize the value of the Debtors' estates. The Debtors, with the assistance of their advisors, have engaged and continue to engage in a fulsome marketing and sale process to solicit and develop the highest or otherwise best offer

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for the Debtors' assets (the "Assets").[3] The Bid Procedures are designed to build on that marketing and sale process following entry of this Bid Procedures Order.

B. Notice of the Bid Procedures Motion. As reflected in the certificate of service filed on June 15, 2026 [Docket No. 103] (the "Certificate of Service"), the Bid Procedures Motion and the notice of the Hearing were served on the Court's electronic filing system and all parties entitled to notice. The notice of the Bid Procedures Motion and of the Hearing is reasonable and sufficient in light of the circumstances and nature of the relief requested in the Bid Procedures Motion, and no other or further notice of the Bid Procedures Motion or the Sale Hearing is necessary. A reasonable and fair opportunity to object to the Bid Procedures Motion and the relief granted in this Bid Procedures Order has been afforded under the circumstances.

C. Sale Notice. The Notice of Auction and Sale Hearing, substantially in the form attached hereto as Exhibit 2, (the "Sale Notice"), is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including: (i) the date, time and place of the Auction (if one is held); (ii) the Bid Procedures and certain dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time and place of the Sale Hearing; (iv) reasonably specific

[3] For the avoidance of doubt, the Assets do not include any assets of Apple House Warehouse & Storage, Inc., Cascade Holdings Group, LP, or any other non-Debtor affiliate.

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identification of the Assets subject to any Sale; (v) instructions for promptly obtaining a copy of the Asset Purchase Agreement; and (vi) representations describing any Sale as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, and no other or further notice of any Sale shall be required. The Sale Notice shall be filed and served on the Notice Parties, the Limited Notice Parties, as defined in the Case Management Order [ECF No. 73], as well as all persons and entities previously contacted by Capstone as part of Capstone's prepetition marketing process.

D. Assumption and Assignment Procedures. The Bid Procedures Motion and the Cure Notice (as defined herein) are reasonably calculated to provide counterparties to the Assigned Contracts with proper notice of the intended assumption and assignment of their executory contracts, any Cure Amounts (as defined herein), and the Assumption and Assignment Procedures (as defined herein) and are appropriate.

E. Stalking Horse Option. The Debtors' option to accept a Stalking Horse Bid and grant a Stalking Horse Bidder Bid Protections are reasonably calculated to enable the Debtors to maximize the value of the Assets by permitting the Debtors to set the floor for Bids and contributing to a robust Auction process, for the benefit of

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the Debtors' estates, creditors, and other parties in interest.

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

1. The Bid Procedures Motion [ECF No. 94] is granted as set forth herein, and any objections, responses and reservation of rights to the Bid Procedures Motion or to the relief requested therein that have not been withdrawn, waived, settled or reserved are hereby overruled in all respects on the merits with prejudice. The Bid Procedures, Sale Notice, and Cure Notice are approved.

2. **Sale Hearing**. The Sale Hearing will commence on **September 1, 2026 at 10:00 a.m. (PT)** before the Honorable Frederick P. Corbit of the United States Bankruptcy Court for the Eastern District of Washington, 904 West Riverside Avenue, Suite 304, Spokane, Washington 99210. The Sale Hearing may be adjourned by the Debtors without further notice other than by announcement in open Court, on the Court's calendar or in the applicable hearing agenda. The Debtors shall present the results of the Auction (if any) or otherwise present any Successful Bidder(s) to the Court at the Sale Hearing.

3. **Sale Objection Deadline**. Objections, if any, to the Sale of the Assets to a Successful Bidder, must be filed with the Court and served upon counsel to Debtors so as to be actually received by **August 28, 2026 at 11:59 p.m. (PT)**. In each case, all objections must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state with particularity the legal and factual bases for the objection and the specific grounds

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therefor; and (iv) be filed with the Court no later than the applicable objection deadline and served on the following parties (the "Notice Parties"): (a) counsel for the Debtors, Katten Muchin Rosenman LLP, 2121 N. Pearl Street, Suite 1100, Dallas, TX 75201, Attn: John Mitchell (john.mitchell@katten.com) and Yelena Archiyan (yelena.archiyan@katten.com); (b) Washington co-counsel for the Debtors, Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, Attn: Thomas Buford (tbuford@bskd.com), Jason Wax (jwax@bskd.com), and Christy Tobin-Presser (ctobin@bskd.com); (c) the Debtors' investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and Arnav Virmani (avirmani@capstonepartners.com); (d) financial advisor for the Debtors, VeroPeak LLC, 4539 N 22nd St, Ste N, Phoenix, AZ 85016, Attn: Enrique Acevedo (eacevedo@veropeakpartners.com) and Greg Hill (ghill@veropeakpartners.com); (e) counsel for the Debtors' postpetition lender, Ballard Spahr LLP, 1301 Second Avenue, Suite 2800, Seattle, WA 98101, Attn: Gregory Fox (foxg@ballardspahr.com); (f) counsel for the Debtors' prepetition lenders, (i) Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606, Attn: Jason DeJonker (JDeJonker@seyfarth.com) and Nicholas Marcus (nmarcus@seyfarth.com); and (ii) Buchalter, 600 University St., Ste 3100, Seattle, WA 98101, Attn: Ariel Berrios (aberrios@buchalter.com) and Joe Sakay (jsakay@buchalter.com); (g) counsel for the Official Committee of Unsecured Creditors, Ashurst Perkins Coie US LLP, 1301 Second Avenue, 42nd floor, Seattle, WA 98101, Attn: Alan Smith (adsmith@perkinscoie.com), Paul Jasper (pjasper@perkinscoie.com),

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and Bradley Cosman (BCosman@perkinscoie.com); (h) the Office of the United States Trustee for the Eastern District of Washington, 920 W. Riverside, Room 593, Spokane, WA 99201, Attn: Amy Lambdin (Amy.Lambdin@usdoj.gov); and (i) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP, Tonkon Torp LLP, 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201, Attn: Danny Newman (danny.newman@tonkon.com) and Tim Conway (tim.conway@tonkon.com), so as to be actually received by the Sale Objection Deadline.

4. **Reply Deadline**. Replies, if any, to objections to the Sale of the Assets to a Successful Bidder must be filed no later than **August 31, 2026 at 12:00 p.m. (PT)**.

Bid Procedures and Related Relief

5. The Bid Procedures, which are incorporated by reference as though fully set forth herein, are hereby approved in their entirety. The Debtors are authorized to solicit Bids and conduct an Auction, if necessary, pursuant to the terms set forth in the Bid Procedures. The Bid Procedures shall govern the submission, receipt, and analysis of all Bids, and any party desiring to submit a Bid on the Assets must do so strictly in accordance with the terms of the Bid Procedures and this Bid Procedures Order.

6. Each Bidder participating at an Auction (if any) shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bid Procedures, and an Auction (if any) shall be transcribed or recorded.

7. The Debtors are authorized to take all actions as are necessary or appropriate to implement the Bid Procedures. Other than as expressly set forth in this Bid Procedures Order or the Bid Procedures, the Debtors reserve their rights, in their reasonable business

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judgment and in a manner consistent with their fiduciary duties and applicable law, to modify the Bid Procedures, after consultation with the Consultation Parties, in any manner that they reasonably determine will best promote the goals of the Bid Procedures, or impose, at or prior to the Auction, additional customary terms and conditions in connection with a Sale, including, without limitation: (i) extending the deadlines set forth in the Bid Procedures; (ii) adjourning the Auction, including at the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (iv) canceling the Auction; and (v) rejecting any or all Bids or Qualified Bids.

8. Other than any Bid Protections approved for a Stalking Horse Bidder in accordance with the procedures set forth in this Bid Procedures Order, no person or entity shall be entitled to any expense reimbursement, break-up fees, "topping," termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature in connection with such Bid, whether by virtue of Bankruptcy Code § 503(b) or otherwise.

9. Any Qualified Bidder that has a valid and perfected lien on any assets of Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of Bankruptcy Code § 363(k); *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured. For the avoidance of doubt, a Secured Creditor that submits a credit bid on all or a portion of the

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value of its claims shall be deemed a Qualified Bidder.

Designation of Stalking Horse Bidders and Bid Protections

10. After notice and a hearing pursuant to the procedures set forth herein, the Debtors are authorized, but not obligated, in an exercise of their business judgment, and after consultation with the Consultation Parties, to (i) select one or more Qualified Bidders to act as stalking horse bidders in connection with a Transaction (each, a "Stalking Horse Bidder," and the Bid of such Stalking Horse Bidder, the "Stalking Horse Bid"), and enter into an asset purchase agreement, debt financing agreement, or other transaction document, as applicable, with respect to a Transaction with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Agreement"); and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Bidder, propose bid protections, to include a break-up fee, expense reimbursement, and overbid requirements (collectively, the "Bid Protections").

11. No later than **July 15, 2026**, the Debtors shall file a motion (the "Stalking Horse Designation Motion") with the Court if a Stalking Horse Bidder is selected.

12. Any objection to the Stalking Horse Designation Motion or the grant of Bid Protections (a "Stalking Horse Objection") shall be filed no later than **July 21, 2026 at 11:59 p.m. (PT)**. If a timely Stalking Horse Objection is filed, the proposed designation of the Stalking Horse Bidder and Bid Protections provided for under a Stalking Horse Agreement shall not be deemed approved unless approved by separate order of the Court.

13. A hearing to consider the Stalking Horse Designation Motion (the "Stalking Horse Hearing") shall commence on **July 23, 2026 at 1:00 p.m. (PT)**, unless the Debtors,

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26-01136-FPC11 Doc 236 Filed 07/09/26 Entered 07/09/26 12:00:04 Pg 10 of 125

after consultation with the Consultation Parties, determine in their reasonable business judgment to continue the Stalking Horse Hearing to **July 27, 2026 at 1:00 p.m. (PT)**, which Stalking Horse Hearing shall be conducted via electronic means. To the extent no Stalking Horse Objections are received or all Stalking Horse Objections are resolved prior to the Stalking Horse Hearing, the Debtors shall submit an agreed order to the Court, which agreed order shall be agreed as to form by the Office of the United States Trustee and the Official Committee of Unsecured Creditors, in lieu of a Stalking Horse Hearing.

Auction

14. The Debtors are authorized, subject to the terms of this Bid Procedures Order and the Bid Procedures, to take actions reasonably necessary, in the discretion of the Debtors, to conduct and implement the Auction.

15. Any party in interest may attend (but not participate in) the Auction if any such party in interest provides the Debtors with written notice of its intention to attend the Auction on or before the Bid Deadline, which written notice shall be sent to proposed counsel for the Debtors via electronic mail, to John Mitchell and Yelena Archiyan at john.mitchell@katten.com and yelena.archiyan@katten.com, respectively. Only Qualified Bidders (including any Stalking Horse Bidder, which shall be deemed a Qualified Bidder at all times) will be entitled to make any Bids at the Auction. For the avoidance of doubt, the Consultation Parties may attend the Auction without sending prior written notice of their intention to do so.

16. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids and the Successful

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Bid.

17. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding; (ii) its Qualified Bid is a good faith *bona fide* offer; and (iii) it intends to consummate the proposed Transaction if selected as the Successful Bidder.

18. If the Auction is cancelled, the Debtors shall file a notice with the Court of such election at least one (1) business day prior to the Auction.

Sale Hearing Notice

19. The Sale Notice is hereby approved. As soon as practicable after entry of this Bid Procedures Order (the "Service Date"), the Debtors will cause the Sale Notice to be served on: (i) counsel for the Debtors, Katten Muchin Rosenman LLP, 2121 N. Pearl Street, Suite 1100, Dallas, TX 75201, Attn: John Mitchell (john.mitchell@katten.com) and Yelena Archiyan (yelena.archiyan@katten.com); (ii) the Debtors' investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and Arnav Virmani (avirmani@capstonepartners.com); (iii) proposed Washington co-counsel for the Debtors, Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, Attn: Thomas Buford (tbuford@bskd.com), Jason Wax (jwax@bskd.com), and Christy Tobin-Presser (ctobin@bskd.com); (iv) counsel for the Debtors' postpetition lender, Ballard Spahr LLP, 1301 Second Avenue, Suite 2800, Seattle , WA 98101, Attn: Gregory Fox (foxg@ballardspahr.com); (v) counsel for the Debtors' prepetition lenders, (a) Seyfarth

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Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606, Attn: Jason DeJonker (JDeJonker@seyfarth.com) and Nicholas Marcus (nmarcus@seyfarth.com); and (b) Buchalter, 600 University St., Ste 3100, Seattle, WA 98101, Attn: Ariel Berrios (aberrios@buchalter.com) and Joe Sakay (jsakay@buchalter.com); (vi) counsel for the Official Committee of Unsecured Creditors, Ashurst Perkins Coie US LLP, 1301 Second Avenue, 42nd floor, Seattle, WA 98101, Attn: Alan Smith (adsmith@perkinscoie.com), Paul Jasper (pjasper@perkinscoie.com), and Bradley Cosman (BCosman@perkinscoie.com); (vii) the Office of the United States Trustee for the Eastern District of Washington, 920 W. Riverside, Room 593, Spokane, WA 99201, Attn: Amy Lambdin (Amy.Lambdin@usdoj.gov); and (viii) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP, Tonkon Torp LLP, 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201, Attn: Danny Newman (danny.newman@tonkon.com) and Tim Conway (tim.conway@tonkon.com). The Debtors shall also post the Sale Notice and this Bid Procedures Order on the Case Website located at Website (https://cases.stretto.com/BrewsterHeights).

<u>Assumption and Assignment Procedures</u>

20. The Assumption and Assignment Procedures set forth in the Bid Procedures Motion regarding the assumption and assignment of executory contracts and/or unexpired leases proposed to be assumed by the Debtors and assigned to a Successful Bidder are approved.

a. **Cure Notice**. By no later than **July 31, 2026**, the Debtors shall file with the Court and serve via first class mail, electronic mail, or

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overnight delivery, a cure notice (the "Cure Notice"), substantially in the form attached hereto as Exhibit 3, on non-Debtor contract counterparties (collectively, the "Contract Counterparties"), and post the Cure Notice to the Case Website (https://cases.stretto.com/BrewsterHeights).

b. **Content of Cure Notice**. The Cure Notice shall notify the applicable Contract Counterparty that the Contracts may be subject to assumption and assignment in connection with the Sale, and contain the following information: (i) a list of the applicable Contracts that may be assumed and assigned in connection with the Sale (each, an "Assigned Contract" and, collectively, the "Assigned Contracts"); (ii) the applicable Contract Counterparties; (iii) the Debtors' good faith estimate of the proposed amount necessary to cure all monetary defaults, if any, under each Assigned Contract (the "Cure Amount"); and (iv) the deadline by which any Contract Counterparty to an Assigned Contract must file an objection to cure (each, a "Cure Objection"); *provided* that service of a Cure Notice does not constitute an admission that such Assigned Contract is an executory contract or unexpired lease or that such Assigned Contract will be assumed at any point by the Debtors or assumed and assigned pursuant to any Successful Bid.

c. **Cure Objections**. Objections to the proposed Cure Amounts (each, a

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"Cure Objections"), if any, must: (i) be in writing and state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; and (iii) be filed with the Court **no later than August 14, at 4:00 p.m. (PT)** (the "Cure Objection Deadline"); *provided* that the Debtors may extend the Cure Objection Deadline by filing a notice of such modification on the Court's docket. A properly filed Cure Objection shall be heard at the Sale Hearing or such later date as may be agreed upon by the parties or fixed by the Court.

d. **Adequate Assurance Objection**. Any objection to the proposed assignment to the Successful Bidder of any Assigned Contract, or to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract (a "Adequate Assurance Objection") must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; and (iii) be filed with the Court **no later than August 28, 2026 at 11:59 p.m. (PT)**.

e. **Dispute Resolution**. Any Cure Objection or Adequate Assurance

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Objection that remains unresolved after the Sale Hearing shall be heard at such later date as may be agreed by the parties or fixed by the Court. To the extent that any Cure Objection or Adequate Assurance Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Cure Objection or Adequate Assurance Objection, as applicable, to be determined in the Successful Bidder's reasonable discretion. To the extent a Cure Objection or Adequate Assurance Objection remains unresolved, the Contract may be conditionally assumed and assigned, subject to the consent of the Successful Bidder, pending a resolution of the Cure Objection or Adequate Assurance Objection, as applicable, after notice and a hearing. If a Cure Objection or Adequate Assurance Objection is not satisfactorily resolved, the Successful Bidder may determine that such Contract should be excluded and not assigned, in which case the Successful Bidder will not be responsible for any Cure Amounts in respect of such Contract. Notwithstanding the foregoing, the applicable Assigned Contract may be assumed by the Debtors and assigned to the Successful Bidder provided that the Cure Amount the Contract Counterparty asserts is required to be paid under Bankruptcy Code § 365(b)(1)(A) and (B) (or such lower amount as agreed to by the Contract Counterparty) is deposited into a segregated account held by the Debtors pending the

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Court's adjudication of the Cure Dispute or the parties' consensual resolution thereof.

f. **No Cure Objections or Adequate Assurance Objections**. If there are no Cure Objections or Adequate Assurance Objections, or if a Contract Counterparty does not file and serve a Cure Objection or Adequate Assurance Objection in a manner that is consistent with the requirements set forth herein, (i) the Cure Amounts, if any, set forth in the Cure Notice shall be controlling, notwithstanding anything to the contrary in any Contract or any other document, and (ii) the Contract Counterparty will be deemed to have consented to the assumption or assumption and assignment of the Contract and the Cure Amounts, if any, and will be forever barred from objecting to the assumption or assumption and assignment of such Contract and rights thereunder, including the Cure Amounts, if any, and from asserting any other claims related to such Contract against the Debtors or the Successful Bidder, or the property of any of them.

21. Only those Assigned Contracts that are included on the schedule of assumed and assigned contracts attached to the asset purchase agreement with the Successful Bidder (including amendments or modifications to such schedules in accordance with such agreement) will be assumed and assigned to the Successful Bidder.

22. The Cure Notice, substantially in the form attached hereto as Exhibit 3, is hereby approved.

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Other Related Relief

23. Notwithstanding Bankruptcy Rules 6004(h) or 6006(d), this Bid Procedures Order shall be effective and enforceable immediately upon its entry.

24. All time periods set forth in this Bid Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

25. To the extent the provisions of this Bid Procedures Order are inconsistent with the provisions of any exhibits referenced herein or with the Bid Procedures Motion, the provisions of this Bid Procedures Order shall control.

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

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

///End of Order///

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Presented by:

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

and

John E. Mitchell (Admitted *Pro Hac Vice*)
Yelena E. Archiyan (Admitted *Pro Hac Vice*)
Katten Muchin Rosenman LLP
Attorneys for the Debtors

Agreed as to form:

ASHURST PERKINS COIE

By /s/ Paul Jasper
Paul Jasper (Admitted *Pro Hac Vice*)
Attorneys for the Official Committee of Unsecured Creditors

UNITED STATES TRUSTEE

By /s/ Amy Lambdin
Amy Lambdin
Attorney for the United States Trustee

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EXHIBIT 1

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Debtors and Debtors-in-Possession

HONORABLE FREDERICK P. CORBIT

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re BREWSTER HEIGHTS PACKING & ORCHARDS, LP,[1] Debtors.	Chapter 11 Lead Case No. 26-01136 Jointly Administered BID PROCEDURES

[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").

I. OVERVIEW

On June 4, 2026 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors"), each filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Washington (the "Court").

On July 9, 2026, the Court entered an order [Docket No. [●]] (the "Bid Procedures Order") approving these bid procedures (the "Bid Procedures"). The Bid Procedures set forth the process by which the Debtors, in consultation with the Consultation Parties (as defined and set forth below), will solicit and evaluate higher or otherwise better Bids for the acquisition, or refinance, of the Debtors' business and/or their assets (the "Assets").[2]

The Debtors are offering investors, purchasers and/or lenders the opportunity to acquire or refinance some or all of their Assets (or provide debt financing to the Debtors, the proceeds of which will be sufficient for the Debtors to continue operating pursuant to a plan of reorganization or dismissal of these Chapter 11 Cases in lieu of a proposed Transaction (as defined below)). The Debtors' representatives, including the Debtors' investment banker, Capstone Capital Markets LLC ("Capstone"), shall oversee the sale process.

To the extent that these Bid Procedures require the Debtors to consult with the Consultation Parties in connection with making a determination or taking any action, or in connection with any other matter related to these Bid Procedures or at the Auction (as

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[2] For avoidance of doubt, the Assets do not include any assets of Apple House Warehouse & Storage, Inc., Cascade Holdings Group, LP, or any other non-Debtor affiliate.

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defined below), if any, the Debtors shall use commercially reasonable efforts to do so in a timely manner prior to making such determination or taking any such action; *provided*, however, that during any period in which a Consultation Party has submitted a Qualified Bid and has become a Qualified Bidder (as defined below), such Consultation Party shall no longer be considered a Consultation Party under these Bid Procedures.

Copies of the Bid Procedures Order or other documents related thereto are available upon request to Stretto, Inc. or visiting the Debtors' Case Website at https://cases.stretto.com/BrewsterHeights.

The applicable Debtor representatives and their contact information are set forth below.

Investment Banker to the Debtors:

Capstone Capital Markets LLC
Skye Root (sroot@capstonepartners.com)
Jerry Sturgill (jsturgill@capstonepartners.com)
Arnav Virmani (avirmani@capstonepartners.com)

Counsel to the Debtors:

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II. KEY DATES & DEADLINES

These Bid Procedures set forth the terms by which a prospective bidder, if any, may qualify for and participate in an Auction, thereby competing to make the highest or otherwise best offer or combination of offers which, in the aggregate, will make the highest or otherwise best offer to acquire some or all of the Debtors' business and/or Assets and consummate a Sale (as defined below) or to provide debt financing to the Debtors, the proceeds of which will be sufficient for the Debtors to continue operating pursuant to a plan of reorganization or dismissal of these Chapter 11 Cases in lieu of the

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proposed Sale. The Debtors may consider Bids from multiple Bidders (including multiple Bids submitted by the same Bidder) in any combination for the Debtors' business and/or Assets. The Debtors may select multiple Bids for any non-overlapping Assets.

Subject to the Debtors' rights as set forth herein, the following table sets forth the key dates and deadlines with respect to the Sale process.

Event or Deadline	**Proposed Date and Time**
Deadline to File Motion to Designate Stalking Horse Bidder (if any), Proposed Bid Protections, and Proposed Stalking Horse APA	July 15, 2026
Deadline to Object to Designation of any Stalking Horse Bidder or Grant of Bid Protections	July 21, 2026 at 11:59 p.m. (PT)
Hearing on Stalking Horse Designation Motion and Proposed Bid Protections	July 23, 2026 at 1:00 p.m. (PT) July 27, 2026 at 1:00 p.m. (PT) (backup date)
Deadline for Debtors to File List of Potential Assumed Contracts and Proposed Cure Amounts (Cure Notices)	July 31, 2026
Deadline to Object to Cure Notices & Proposed Cure Amounts	August 14, 2026 at 4:00 p.m. (PT)
Bid Deadline	August 19, 2026 at 4:00 p.m. (PT)
Deadline to Designate Qualified Bids/Notice of Cancellation of Auction (if applicable)	August 21, 2026
Auction (if applicable)	August 24, 2026, at 10:00 a.m. (PT) via live auction at Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101
Deadline for Debtors to File Notice of Auction Results	The later of (i) August 25, 2026 and (ii) one business day after the conclusion of the Auction

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26-01136-FPC11 Doc 236 Filed 07/09/26 Entered 07/09/26 12:00:04 Pg 24 of 125

Final Sale Objection Deadline & Adequate Assurance of Future Performance Objection Deadline	August 28, 2026 at 11:59 p.m. (PT)
Deadline to Reply to Sale Objections	August 31, 2026 at 12:00 p.m. (PT)
Sale Hearing	September 1, 2026, at 10:00 a.m. (PT)
Entry of Sale Order	No later than September 4, 2026
Target Closing Date	No later than October 31, 2026

III. MARKETING PROCESS

A. Contact Parties

The Debtors, in consultation with Capstone, developed a list of parties whom they believe may be interested in, and whom the Debtors reasonably believe would have the financial resources to consummate, a transaction through a Bankruptcy Code § 363 sale process, chapter 11 plan, or otherwise (any such alternative, a "Sale"). The list of parties includes both strategic investors and financial investors (collectively, the "Contact Parties"). The Contact Parties include parties whom the Debtors or their advisors previously contacted regarding a Sale, refinancing, or other transaction (collectively, a "Transaction"), regardless of whether such parties expressed any interest at such time in pursuing a Transaction. The Debtors will continue to discuss and may supplement the list of Contact Parties throughout the marketing process, as appropriate.

The Debtors may distribute (to the extent not already distributed) to each Contact Party and any other interested party or potential bidder (each, a "Potential Bidder") an "Information Package" consisting of: (i) a copy of the Bid Procedures, the Bid Procedures Order, and the Bid Procedures Motion; (ii) to the extent not already executed, a form confidentiality agreement (a "Confidentiality Agreement") in form and substance

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acceptable to the Debtors; and (iii) such other materials as may be appropriate under the circumstances.

B. Participation Requirements and Initial Diligence

To receive due diligence information, including full access to the Debtors' electronic data room and to additional non-public information regarding the Debtors, a Potential Bidder must deliver the following documents (collectively, the "Preliminary Bid Documents") by email to each of: (i) Katten; and (ii) Capstone (collectively, the "Bid Recipients"):

a. an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed; and

b. the identity of the Potential Bidder and a list of contacts for the Potential Bidder.

Promptly after a Potential Bidder delivers Preliminary Bid Documents to the Bid Recipients, the Debtors will assess and notify the Potential Bidder whether such Potential Bidder has submitted acceptable Preliminary Bid Documents so that the Potential Bidder may proceed to conduct due diligence and ultimately submit a Bid and participate in the Auction, as applicable. Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents (each, a "Bidder") may submit Bids; *provided*, however, that the Debtors, in their reasonable discretion, may agree to waive some or all of the Potential Bidder requirements set forth herein. The Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in the Preliminary Bid Documents.

A Bidder shall have access to the data room or additional information allowing such Bidder to conduct due diligence on the potential acquisition of some or all of the

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Assets. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (i) to any person or entity who (a) is not a Bidder, (b) does not comply with the participation requirements set forth above, or (c) in the case of competitively sensitive information, is a competitor of the Debtors; or (ii) if and to the extent doing so would (a) violate any law to which the Debtors are subject, including any privacy law, (b) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (c) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy, or (d) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine (*provided* that, in case of each of clauses (a)-(d), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation or law, and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation or law. Notwithstanding the foregoing, the Debtors reserve the right, in their discretion, to withhold or limit access to any information that the Debtors determine to be sensitive or otherwise not appropriate to disclose to any Bidder. The Debtors shall provide any Qualified Bidder willing to serve as a Stalking Horse Bidder (as defined below) with any information provided to a Bidder that has not already been provided to such Stalking Horse Bidder.

The Debtors may terminate access to the data room and any other non-public information in their reasonable discretion at any time, including if (i) a Bidder fails to

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become a Qualified Bidder or (ii) these Bid Procedures are terminated. The Bidder shall return or destroy any non-public information the Debtors or their advisors provided to the Bidder in accordance with the terms of the Confidentiality Agreement executed by the Debtors and the Bidder.

The Debtors will work to accommodate all reasonable requests from any Bidders for additional information and due diligence access. The Debtors will also entertain Bids that include non-Debtor affiliates to the extent deemed necessary or desirable by a Bidder. To the extent any Bidders express interest in purchasing, loaning against, or otherwise including in their Bids any equity interests in or assets of, or entering into any contracts with, or request any information regarding, any non-Debtor affiliates, including, without limitation, Apple House Warehouse & Storage, Inc. ("Apple House"), Cascade Holdings, L.P. ("Cascade"), or Mac & Cass Partnership, L.P. ("M&C"), the Debtors shall promptly notify such non-Debtor affiliate(s) and such non-Debtor affiliate(s) shall be afforded the opportunity to independently evaluate and respond to such interest and request(s), and, if applicable, negotiate directly with such Bidder(s) and determine the extent to which such non-Debtor affiliate(s) wishes to participate in or contribute to such Bid(s). A non-Debtor affiliate may, in its sole and absolute discretion, elect to participate in a Bid, including, without limitation, by contributing assets to be sold or pledged as collateral; *provided*, however, that for the avoidance of doubt, the Debtors shall not have the authority to negotiate on behalf of or bind any non-Debtor affiliate to any contract, or to sell or lend against any assets of any non-Debtor affiliate.[3]

[3] The foregoing paragraph does not impact the Debtors' rights to assume and assign any contract that may include any non-Debtor affiliate as a party thereto.

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Each Bidder shall be required to acknowledge that it has had an opportunity to conduct any and all due diligence regarding the Assets in conjunction with submitting its Bid. All due diligence requests shall be directed to the Debtors' investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and Arnav Virmani (avirmani@capstonepartners.com).

As soon as reasonably practicable after the Debtors determine that a Potential Bidder is a Bidder, the Debtors will provide such Bidder with access to an electronic data room and reasonable due diligence information as reasonably requested by such Bidder (to the extent such Bidder has not already been provided such access and information). All substantive direct communications, including any due diligence requests, with Potential Bidders, Bidders, and Qualified Bidders shall be through and directed to Capstone (via email is sufficient). Capstone will work to facilitate meetings between any interested Bidder and the Debtors' management team. For all Bidders, the due diligence period will end on the Bid Deadline, and after the Bid Deadline, the Debtors will have no obligation to furnish any due diligence information.

The Debtors and their advisors will coordinate all reasonable requests from Bidders for additional information and due diligence access. The Debtors, in consultation with the Consultation Parties, may decline to provide such information to Bidders who, in the Debtors' business judgment and in consultation with the Consultation Parties, have not established, or who have raised doubt, that such Bidder intends in good faith or has the capacity to consummate a Sale or other Transaction.

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For any Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors, the Debtors reserve the right to withhold, in consultation with the Consultation Parties, any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such Bidder at such time.

Each Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Bidder and its contemplated Sale, refinancing, or other Transaction.

IV. STALKING HORSE BIDDER AND BID PROTECTIONS

Subject to approval of the Court, after notice and a hearing pursuant to the procedures set forth in the Bid Procedures Order, the Debtors are authorized, but not obligated, in an exercise of their business judgment, and after consultation with the Consultation Parties, to (i) select one or more Qualified Bidders to act as stalking horse bidders in connection with a Transaction (each, a "Stalking Horse Bidder," and the Bid of such Stalking Horse Bidder, the "Stalking Horse Bid"), and enter into an asset purchase agreement, debt financing agreement, or other transaction document, as applicable, with respect to a Transaction with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Agreement"); and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Bidder, propose bid protections, to include a break-up fee, expense reimbursement, and overbid requirements (collectively, the "Bid Protections"). No later than **July 15, 2026**, the Debtors shall file a motion (the "Stalking Horse Designation Motion") with the Court if a Stalking Horse Bidder is selected. Any objection to the Stalking Horse Designation Motion or the grant of Bid Protections (a "Stalking Horse Objection") shall be filed no later than **July 21, 2026 at 11:59 p.m.**

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(PT). If a timely Stalking Horse Objection is filed, the proposed designation of the Stalking Horse Bidder and Bid Protections provided for under a Stalking Horse Agreement shall not be deemed approved unless approved by separate order of the Court.

A hearing to consider the Stalking Horse Designation Motion (the "Stalking Horse Hearing") shall commence on **July 23, 2026 at 1:00 p.m. (PT)**, unless the Debtors, after consultation with the Consultation Parties, determine in their reasonable business judgment to continue the Stalking Horse Hearing to **July 27, 2026 at 1:00 p.m. (PT)**, which Stalking Horse Hearing shall be conducted via electronic means. To the extent no Stalking Horse Objections are received or all Stalking Horse Objections are resolved prior to the Stalking Horse Hearing, the Debtors shall submit an agreed order to the Court, which agreed order shall be agreed as to form by the Office of the United States Trustee and the Official Committee of Unsecured Creditors, in lieu of a Stalking Horse Hearing.

V. AUCTION PROCESS

A. Bid Deadline

A Bidder that desires to make a proposal, solicitation, or offer (each, a "Bid") shall transmit such proposal, solicitation, or offer via email to each of the Bid Recipients so as to be **actually received** by them on or before **August 19, 2026 at 4:00 p.m. (PT)** (the "Bid Deadline").

B. Bid Requirements

Each Bid by a Potential Bidder must be submitted in writing and satisfy the following requirements (collectively, the "Bid Requirements"):

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a. Identity of Assets: Each Bid must state which of the Assets the Potential Bidder seeks to acquire or lend against and which liabilities of the applicable Debtor the Potential Bidder agrees to assume;

b. Purchase Price: Each Bid must clearly set forth the terms of any proposed transaction (the "Purchase Price"). With respect to each Bid to purchase the Assets, the Purchase Price should be a single point value in U.S. dollars for the total enterprise value of the Assets the Potential Bidder seeks to acquire on a cash-free basis with the cash component and assumed debt component of the Purchase Price specifically delineated in such Bid. With respect to each Bid to provide debt financing to the Debtors, the Purchase Price should be a single point value in U.S. dollars for the total enterprise value of the Assets the Potential Bidder seeks to lend against with the cash component and assumed debt component of the Purchase Price specifically delineated in such Bid. Each Bid shall be accompanied by a schedule allocating the Purchase Price among and ascribing values to the Assets included in such Bid.

c. Good Faith Deposit: Each Bid must be accompanied by a cash deposit in an amount equal to ten percent (10%) of the aggregate value of the cash and non-cash consideration of the Bid to be held in a segregated debtor in possession account to be identified and established by the Debtors (the "Deposit"); *provided*, however, that in the event the Court approves a Stalking Horse Bid, each Bid must be accompanied by a cash deposit in an amount equal to the same percentage of the aggregate value of the cash and non-cash consideration of such Bid as the deposit required of the Stalking Horse Bidder bears to the Stalking Horse Bid. Notwithstanding the foregoing, to the extent a Secured Creditor (as defined below) submits a credit bid on all or a portion of the value of its claims within the meaning of Bankruptcy Code § 363(k), such credit bid shall accompanied by a cash deposit in an amount equal to ten percent (10%) of the aggregate value of only the cash consideration in connection with such credit bid, if any.

d. Marked Agreement: Each Bid must be accompanied by executed transaction documents, including a markup of the Asset Purchase Agreement, attached hereto as Exhibit A, or, in the event the Debtors select a Stalking Horse Bidder on or before July 17, 2026 and which is subsequently approved by the Court, a markup of the Stalking Horse Agreement (each such marked-

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up agreement, a "Bidder's APA"), along with the exhibits and schedules related thereto and any related Sale documents or other material documents integral to such Bid, pursuant to which the Bidder proposes to effectuate the Sale (collectively, the "Transaction Documents"). Each Bidder's APA must provide (i) a commitment to close within two (2) business days after all closing conditions are met, and (ii) a representation that the Bidder will use its reasonable best efforts to satisfy all applicable regulatory conditions.

e. Marked Ancillary Agreements: To the extent any Bidder's APA contemplates the Successful Bidder entering into a throughput agreement with Apple House and lease agreements with Cascade (collectively, the "Ancillary Agreements"), forms of Ancillary Agreements shall be made available to each Bidder. Solely to the extent that a Bid contemplates the Bidder also entering into an Ancillary Agreement with Apple House or Cascade, each such Bid must be accompanied by markups of the Ancillary Agreements (each such marked-up agreement, a "Bidder's Ancillary Agreement"), including the exhibits and schedules related thereto. The Debtors shall promptly deliver the Bidder's Ancillary Agreements to Apple House and Cascade, as applicable. Each of Apple House and Cascade may, in its sole and absolute discretion, determine to reject, negotiate, or accept any Bidder's Ancillary Agreement, which acceptance may be subject to and contingent upon the applicable Bid being selected as the Successful Bid and approved by the Court. For the avoidance of doubt, there is no requirement that a Bidder's Bid include entry into any agreement with a non-Debtor affiliate.

f. Committed Financing or Debt Assumption Agreement: To the extent that a Bid (including, but not limited to, any Stalking Horse Bid) is not accompanied by evidence of the Bidder's capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include evidence of committed financing (debt or equity funding, as applicable), including the identity and contact information of the specific person(s) or entity(s) responsible for such committed funding whom the Bid Recipients should contact regarding such funding, that demonstrates that the Bidder has received sufficient debt and/or equity funding commitments to satisfy the Bidder's Purchase Price and other obligations under its Bid. Such funding commitments or other financing must be acceptable to the Debtors (in consultation with the Consultation Parties) and must be unconditional and

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not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors. In addition, should any Bid contemplate assumption of the Debtors' debt to a lender, the Bid must be accompanied by proof that the applicable lender and the Bidder have reached an agreement on the terms and conditions of the assumption of debt by the Bidder, should the Bid be accepted as the Successful Bid.

g. Contingencies; No Financing or Diligence Outs: A Bid shall not be conditioned on a Bidder obtaining, or the sufficiency of, financing or any internal approval, or on the outcome or review of due diligence, other than specific itemized diligence items which are the subject of pending third party diligence reports, and may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, which shall not be more burdensome, in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, than those contemplated by the Stalking Horse Bid, if any, and each Bid must identify with particularity each and every condition to closing, including the executory contracts and unexpired leases (collectively, the "Contracts") for which assumption and assignment is required. The extent and nature of any remaining due diligence should be set forth with specificity in a specific list attached to each Bid.

h. Identity: Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder if such Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) and counsel whom the Debtors' advisors should contact regarding such Bid.

i. Authorization: Each Bid must contain evidence that the Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the Transaction contemplated in such Bid.

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j. Compliance with the Bankruptcy Code and Non-Bankruptcy Law; Acknowledgement: Each Bid must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law. Each Bid must also include a written acknowledgment that the Bidder agrees to all of the terms of the Transaction set forth in these Bid Procedures.

k. As-Is, Where-Is: Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, regarding the Assets or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidder's Transaction Documents or the Bidder's Ancillary Agreements.

l. Expenses; Disclaimer of Fees: Each Bid (other than a Stalking Horse Bid) must disclaim any right to receive a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation. For the avoidance of doubt, no Potential Bidder (other than a Stalking Horse Bidder) will be permitted to request, nor be granted by the Debtors, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting a Bid the Bidder is waiving any assertion or request for reimbursement on any basis, including under Bankruptcy Code§ 503(b).

m. Adequate Assurance of Future Performance: Each Bid must (i) identify the Contracts to be assumed and assigned in connection with the proposed acquisition; (ii) identify the source of payment of all Cure Amounts related to such Contract; and (iii) demonstrate, in the Debtors' reasonable business judgment, that the Bidder can provide adequate assurance of future performance under all such Contracts.

n. Joint Bids: The Debtors are authorized to approve joint Bids in their reasonable discretion on a case-by-case basis.

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o. Backup Bid: Each Bid shall provide that the Bidder will serve as a Backup Bidder if the Bidder's Bid is the next highest or otherwise best Bid.

p. Expected Closing Date: Each Bid shall state the Bidder's expected date of closing of the Transaction, which shall be no later than **October 31, 2026**; *provided* that such closing date may be extended pursuant to the terms of a Bidder's APA.

q. Employees: Each Bid shall (i) specify whether the Bidder intends to hire any of the Debtors' employees and (ii) expressly propose the treatment of the Debtors' prepetition compensation, incentive, retention, bonus or other compensatory arrangements, plans, or agreements, including offer letters, employment agreements, consulting agreements, retiree benefits, and any other employment related agreements.

r. Compliance with Bid Procedures: Each Bid shall include a covenant to comply with the terms of these Bid Procedures and the Bid Procedures Order.

By submitting its Bid, each Bidder, including any Stalking Horse Bidder, is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bid Procedures and to refrain from submitting a Bid or seeking to reopen the Auction after conclusion of the Auction. **The submission of a Bid shall constitute a binding and irrevocable offer to acquire the Assets, or provide the refinancing, reflected in such Bid**.

C. Designation of Qualified Bidders

The Debtors will continue pursuing and considering all actionable options in accordance with the Bid Procedures. The Debtors are seeking to sell, refinance, or restructure all the Assets through one or multiple transactions, to Qualified Bidder(s) that present the greatest value maximizing alternative in the aggregate on a going concern or

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liquidation basis. The Bid Procedures provide significant flexibility to market the Debtors' Assets in one or multiple transactions. A Bid will be considered a "Qualified Bid," and each Bidder that submits a Qualified Bid will be considered a "Qualified Bidder," if the Debtors, in consultation with the Consultation Parties, determine that such Bid:

a. satisfies the Bid Requirements;

b. is on terms and conditions acceptable to the Debtors in their business judgment;

c. is reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a timeframe acceptable to the Debtors (in consultation with the Consultation Parties); and

d. is not conditioned upon any bid protections (such as a topping fee, termination fee, expense reimbursement, or similar type of payment).

No later than **August 21, 2026**, the Debtors (after consultation with the Consultation Parties) will notify each Bidder whether such party is a Qualified Bidder and shall provide the Notice Parties with a copy of each Qualified Bid.

If any Bid is determined not to be a Qualified Bid, the Debtors will refund such Bidder's Deposit promptly after the Bid Deadline.

Between the date that the Debtors notify a Bidder that it is a Qualified Bidder and the Auction date, the Debtors may (in consultation with the Consultation Parties) discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors (in consultation with the Consultation Parties), a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for

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proposed amendments to increase its Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bid Procedures; *provided* that any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bid Procedures.

D. Right to Credit Bid

Any Qualified Bidder that has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of Bankruptcy Code § 363(k); *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured. For the avoidance of doubt, a Secured Creditor that submits a credit bid on all or a portion of the value of its claims shall be deemed a Qualified Bidder.

E. The Auction

If necessary, the Auction shall take place on **August 24, 2026, at 10:00 a.m. (PT)**, via live auction at Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, or such other place and time as the Debtors shall notify all Qualified Bidders that have submitted Qualified Bids.

The Debtors will notify all Qualified Bidders of the highest and best Qualified Bid received (the "Baseline Bid") and provide copies of the documents supporting the Baseline Bid to all Qualified Bidders. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall

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be made by the Debtors after consultation with the Consultation Parties, and shall take into account any factors the Debtors (in consultation with the Consultation Parties) deem relevant to the value of the Qualified Bid to the Debtors' estates, including, among other things: (i) the type and amount of Assets sought to be purchased or the amount of debt to be refinanced in the Bid; (ii) the amount and nature of the total consideration; (iii) the likelihood of the Bidder's ability to close a transaction and the timing thereof, including any terms or consideration of such Qualified Bid; (iv) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Qualified Bid; (v) the assets and liabilities excluded from the Qualified Bid and any Contracts or other liabilities proposed to be assumed; (vi) any benefit to the Debtors' estates from any assumption of liabilities or waiver of liabilities; (vii) the likelihood of a Qualified Bid leading to a confirmed chapter 11 plan; (viii) the transaction structure and execution risk, including conditions to, timing of, and certainty of closing, availability of financing and financial wherewithal to meet all commitments, and any required governmental or other approvals; (ix) the tax consequences of such Qualified Bid; (x) equitable considerations surrounding the structure of the Qualified Bid, including but not limited to the impact upon the employees, vendors, and the community; and (xi) any other factors the Debtors may, consistent with their fiduciary duties, reasonably deem relevant (collectively, the "Bid Assessment Criteria").

The Auction shall be conducted according to the following procedures:

a. <u>The Debtors Shall Preside Over the Auction; Participation and Attendance at the Auction</u>

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The Debtors and their professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid (the "Baseline Bid"). All incremental Bids made thereafter shall constitute overbids (each, an "Overbid") and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid.

Only Qualified Bidders that have submitted Qualified Bids by the Bid Deadline are eligible to participate in the Auction, subject to the terms of these Bid Procedures and other limitations as may reasonably be imposed by the Debtors. Notwithstanding the foregoing, to the extent any Qualified Bid contemplates or is contingent upon Apple House, Cascade, M&C, or any other non-Debtor affiliate entering into any contract or transaction with the Qualified Bidder, including, without limitation, by contributing assets to be sold or pledged as collateral, the non-Debtor affiliate(s) shall be entitled to participate in the Auction. Qualified Bidders and non-Debtor affiliates participating in the Auction must appear at the Auction in person or through a duly authorized representative.

Any party in interest may attend (but not participate in) the Auction if such party in interest provides the Debtors with written notice of its intention to attend the Auction on or before the Bid Deadline, which written notice shall be sent to proposed counsel for the Debtors via electronic mail, to John Mitchell and Yelena Archiyan at john.mitchell@katten.com and yelena.archiyan@katten.com, respectively. Only

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Qualified Bidders will be entitled to make Bids at the Auction. For the avoidance of doubt, the Consultation Parties may attend the Auction without sending prior written notice of their intention to do so.

b. Terms of Overbids

i. Minimum Overbid. Any Overbid, including any Bids by a Stalking Horse Bidder, must be made in minimum increments of $1,000,000 (or such other amount as the Debtors may determine after consultation with the Consultation Parties) of additional value, *provided* that, in the event the Debtors select a Stalking Horse Bidder in accordance with these Bid Procedures, each Bid (other than a Bid from the Stalking Horse Bidder) shall be deemed a commitment to pay, in addition to the Bid, an amount equal to the Bid Protections.

ii. Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (the "Overbid Round Deadline"), subject to extension by the Debtors, by which time any Overbids must be submitted to the Debtors.

iii. Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid and shall otherwise comply with the terms of these Bid Procedures.

iv. Announcing Highest Bid. After each Overbid Round Deadline, the Debtors shall determine, in consultation with the Consultation Parties, whether an Overbid is higher or otherwise better than the Baseline Bid in the initial Overbid round or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall announce and describe to all Qualified Bidders present at the Auction the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, the identity of the

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Bidder with the Prevailing Highest Bid, as well as the value attributable by the Debtors, after consultation with the Consultation Parties, to such Prevailing Highest Bid based on, among other things, the Debtors' reasonable business judgment.

c. Consideration of Overbids

The Debtors, in consultation with the Consultation Parties, reserve the right to adjourn the Auction as necessary to (i) facilitate discussions between the Debtors and Qualified Bidders and/or between the Qualified Bidders and any non-Debtor affiliates being asked to enter into any contract or transaction with the Qualified Bidders, (ii) provide Qualified Bidders with additional time to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to offer such additional evidence as the Debtors and/or non-Debtor affiliates, in consultation with the Consultation Parties, may require, such as with respect to financial capacity or sufficient funding or financing, in order to consummate the proposed Transaction at the prevailing Overbid amount (*plus*, if applicable, the Bid Protections).

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, after consultation with the Consultation Parties, and based on the Debtors' reasonable business judgment, to be the highest or otherwise best Qualified Bid for the Assets. Such Qualified Bid shall be declared the "Successful Bid," and such Qualified Bidder, the "Successful Bidder," and the Auction will be closed. Such acceptance by the Debtors of the Successful Bid is conditioned upon approval by the Court of the Successful Bid. Following the closing of the Auction, the Debtors shall not initiate

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contact with, solicit, or encourage proposals from any person or entity with respect to the Assets.

e. <u>No Collusion; Good Faith *Bona Fide* Offer</u>

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding, (ii) its Qualified Bid is a good-faith *bona fide* offer, and (iii) it intends to consummate the proposed Transaction if selected as the Successful Bidder.

F. Backup Bidder

Notwithstanding anything in these Bid Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the Auction for the Assets shall be required to serve as a backup bidder (the "Backup Bidder") until the date (the "Backup Bidder Commitment Date") that occurs on the *earlier* of (i) such time as the Sale to the Successful Bidder, or the debt financing or other Transaction, is consummated, or (ii) sixty (60) days past the Sale Hearing, and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated by the Debtors.

The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder (the "Backup Bid") shall be announced by the Debtors, after consultation with the Consultation Parties, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder. The Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the Backup

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Bidder Commitment Date. The Backup Bidder's Deposit shall be held in escrow until and including the Backup Bidder Commitment Date.

If a Successful Bidder fails to consummate the approved Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes, and shall be bound to consummate the Backup Bid on its terms. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.

G. Notice and Consultation Parties

Information that must be provided to the "Notice Parties" under these Bid Procedures must be provided to the following parties: (i) counsel for the Debtors, Katten Muchin Rosenman LLP, 2121 N. Pearl Street, Suite 1100, Dallas, TX 75201, Attn: John Mitchell (john.mitchell@katten.com) and Yelena Archiyan (yelena.archiyan@katten.com); (ii) Washington co-counsel for the Debtors, Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, Attn: Thomas Buford (tbuford@bskd.com), Jason Wax (jwax@bskd.com), and Christy Tobin-Presser (ctobin@bskd.com); (iii) the Debtors' investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and

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Arnav Virmani (avirmani@capstonepartners.com); (iv) financial advisor for the Debtors, VeroPeak LLC, 4539 N 22nd St, Ste N, Phoenix, AZ 85016, Attn: Enrique Acevedo (eacevedo@veropeakpartners.com) and Greg Hill (ghill@veropeakpartners.com); (v) counsel for the Debtors' postpetition lender, Ballard Spahr LLP, 1301 Second Avenue, Suite 2800, Seattle, WA 98101, Attn: Gregory Fox (foxg@ballardspahr.com); (vi) counsel for the Debtors' prepetition lenders, (a) Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606, Attn: Jason DeJonker (JDeJonker@seyfarth.com) and Nicholas Marcus (nmarcus@seyfarth.com); and (b) Buchalter, 600 University St., Ste 3100, Seattle, WA 98101, Attn: Ariel Berrios (aberrios@buchalter.com) and Joe Sakay (jsakay@buchalter.com); (vii) counsel for the Official Committee of Unsecured Creditors, Ashurst Perkins Coie US LLP, 1301 Second Avenue, 42nd floor, Seattle, WA 98101, Attn: Alan Smith (adsmith@perkinscoie.com), Paul Jasper (pjasper@perkinscoie.com), and Bradley Cosman (BCosman@perkinscoie.com); (viii) the Office of the United States Trustee for the Eastern District of Washington, 920 W. Riverside, Room 593, Spokane, WA 99201, Attn: Amy Lambdin (Amy.Lambdin@usdoj.gov); and (ix) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP, Tonkon Torp LLP, 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201, Attn: Danny Newman (danny.newman@tonkon.com) and Tim Conway (tim.conway@tonkon.com).

The term "Consultation Parties" shall mean: (i) counsel for the Debtors' prepetition lenders; (ii) counsel for the Debtors' postpetition lender; (iii) counsel for the

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Official Committee of Unsecured Creditors; and (iv) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP.

H. Reservation of Rights

The Debtors reserve their rights to modify these Bid Procedures, after consultation with the Consultation Parties, in any manner that they reasonably determine will best promote the goals of these Bid Procedures, or impose, at or prior to the Auction, additional customary terms and conditions in connection with a Transaction, including, without limitation: (i) extending the deadlines set forth in these Bid Procedures; (ii) adjourning the Auction at the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (iv) canceling the Auction; and (v) rejecting any or all Bids or Qualified Bids.

For the avoidance of doubt and notwithstanding anything to the contrary herein, nothing in these Bid Procedures or the Bid Procedures Order shall require a Debtor or the board of directors, board of managers, or similar governing body of a Debtor to take any action or to refrain from taking any action related to any Transaction to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under the applicable law. Further, nothing in these Bid Procedures or the Bid Procedures Order shall diminish the right of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (i) consider, respond to, and facilitate alternate proposals for sales, refinancings, or other restructuring transactions involving any or all of the Assets (each, an "Alternate Proposal"); (ii) provide access to non-public

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information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to Alternate Proposals; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (v) enter into or continue discussions or negotiations with holders of claims against or equity interests in a Debtor or any other party in interest in these Chapter 11 Cases or any other entity regarding Alternate Proposals.

I. Consent to Jurisdiction

All Bidders will be deemed to have consented to the exclusive jurisdiction of the Court, consented to the Court entering final orders and judgments, and waived any right to a jury trial in connection with any and all disputes relating to, arising from, or connected with the Auction, the marketing process, the Transaction, and the construction and enforcement of any purchase agreement.

J. Sale Hearing

A hearing to consider approval of the Successful Bid (or to approve the Stalking Horse Agreement, as applicable, if no Auction is held) (the "Sale Hearing") is proposed to take place on **September 1, 2026, at 10:00 a.m. (PT)**. At the Sale Hearing, the Debtors will present such Successful Bid to the Court for approval. For the avoidance of doubt, the Sale Hearing may be a confirmation hearing if the Debtors and the Successful Bidder elect to implement a Transaction pursuant to a chapter 11 plan.

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K. Return of Deposit

The Deposit of the Successful Bidder shall be applied to the Purchase Price of the Transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more escrow accounts on terms acceptable to the Debtors in their sole discretion and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder) promptly after the Auction.

If a Successful Bidder fails to consummate a proposed transaction because of a material breach by such Successful Bidder (as determined by the Court), the Debtors will not have any obligation to return the Deposit deposited by such Successful Bidder, which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors, and the Debtors shall be free to consummate the proposed transaction with the applicable Backup Bidder without the need for an additional hearing or order of the Court.

L. No Modification of Bid Procedures

These Bid Procedures may not be modified except with the express prior written consent of the Debtors after consultation with the Consultation Parties.

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DATED this 9th 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

John E. Mitchell (Admitted *Pro Hac Vice*)
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EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of this __ day of ____________2026, by and between __________________ 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;

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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).

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

WHEREAS, in connection with the transactions contemplated by this Agreement, Buyer and certain related parties of Sellers will, as a condition to Buyer's obligation to consummate 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.[2]

"Adjustment Escrow Amount" means $[__________] 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 $[7.5% 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 support of CFM in maintaining SugarBee® Rights), (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][3].

"Apple House Throughput Agreement" shall mean: [●].

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[2] All Adjustment Escrow provisions are subject to lender (Prudential) approval.

[3] All Ancillary Agreements (i) are to be defined once agreed and attached as Exhibits and (ii) are subject to negotiation with non-debtor parties and are included to provide a framework to address anticipated post-closing matters relevant to Buyer.

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

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

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

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

"Assumed Taxes" means (i) any Liabilities for Taxes attributable to the Acquired Assets or Sellers' Business for any Post-Closing Tax Period, (ii) any Secured Taxes that constitute Assumed Taxes under Section 7.6(c), and (iii) any Transfer Taxes for which Buyer is responsible pursuant to Section 7.6(a).

"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 [●], 2026 at ECF No. [●]. [The Bid Procedures Order will designate this Agreement as the Stalking Horse Bid and approve the Break-Up Fee and expense reimbursement terms hereof].

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

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

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

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

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

"Cascade" means Cascade Holdings Group, LP.

"Case 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.

"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 Seller's monetary defaults under the Assumed Executory Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court.

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

"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.

"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 ______., 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. ________].

"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.

"General Diligence Period" means the period commencing on the date of this Agreement and ending on _______ 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 real property described on Schedule B.

"Indebtedness" with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (i) any obligation incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of 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 Brooke McGuire, Chris McCarthy, Johnny Gebbers and Daniel Gebbers (the "Knowledge Parties")[4].

"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" has the meaning set forth in Section 5.6(b).

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4 List of Knowledge Parties to be confirmed.

26-01136-FPC11 Doc 236 Filed 07/09/26 Entered 07/09/26 12:00:04 Pg 56 of 125

"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).

"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" has the meaning set forth in Section 5.6(a).

"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 Case 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.

"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 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 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.[5]

"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

[5] This agreement will address the cooperation obligations of the Related Parties with respect to access and irrigation easements and lot line adjustment for the shop/receiving area land swap to be identified and negotiated by Buyer and the Related Parties – timing TBD but may be following the Closing.

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; and (xiv) authorizing the results of the Auction, if one occurs.

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

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

"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."

"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"); and (iii) environmental assessment reports (Phase I) of the Real Property ("ESAs").

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

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

"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.

"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 Policy covering the Owned Real Property and (i) showing Buyer, or Buyer's nominee(s), as the vested owner of the fee interests, 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 Case 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 date of determination, an amount (positive or negative) equal to (i) the accounts receivable and inventory included in the Acquired Assets, in each case excluding any Transferred Casualty Proceeds, minus (ii) the post-petition accounts payable of Sellers included in the Assumed Liabilities (which accounts payable shall include, without limitation, all rent and other amounts payable under any Existing Contract (including any lease) that are calculated as a percentage of, or are otherwise determined by reference to, crop revenue or crop proceeds, in each case to the extent attributable to the 2025 crop (in the case of apples and pears) or any prior crop, or the 2026 crop (in the case of cherries) or any prior crop, regardless of when such rent or other amounts become due or payable), or to any trade counterparties whose goods or services are critical to the operations of the Sellers' Business, in each case as reflected on the consolidated balance sheet of Sellers prepared consistent with the past practices of Sellers.

"Working Capital Deficiency" means, as of the date of determination, the amount by which (if any) Working Capital is less than the Working Capital Target.[6]

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

"Working Capital Target" means $___________.[7]

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[6] Applicability of Threshold to initial deficiency and surplus determinations dependent on working capital method agreed by parties to set Target.

[7] Applicability of Threshold to initial deficiency and surplus determinations dependent on working capital method agreed by parties to set Target.

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")[8]:

(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 Case Disclosure Schedules and incorporated herein ("Water Agreements"); (iii) Permits and easements with respect to the

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

irrigation water pumping plants, pipelines and related facilities, including those set forth on Schedule 2.1(d) attached hereto or the Case Disclosure Schedules[9] and incorporated herein [or to be addressed in the Related Party Cooperation Agreement] (collectively, 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 Case 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, packing and storage facilities, inventory items (including packing materials, chemicals, fertilizers and other supplies), rolling stock, the remainder of the 2025 crop, rights to packing, storage, marketing and handling fees associated with the 2025 crop, and accounts receivable;

(i) 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,

[9] TBD – will Sellers have this information to schedule, or will this topic be covered by the Related Party Cooperation Agreement?

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 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 any minority investment or other businesses owned by the Sellers; and

(l) the Happy Valley Property.[10]

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 Case 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 Case Disclosure Schedules, the parties shall work in good faith to permit Buyer to add such Existing Contract as an Assumed Contract. All Assumed 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, or (ii) remove any Existing Contract from the Assumed Executory Contracts and designate such contract

[10] Debt assumption for specific debt secured by this property to be addressed (or full repayment).

for rejection effective on, subject to, and as of the Closing Date; provided that the designation of any Existing Contract for rejection shall not affect the Purchase Price.

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

(d) Sellers and Buyer shall each use commercially reasonable efforts to resolve any objections to the proposed assumption and assignment of any Assumed Executory Contract. 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, each of which shall be retained by the Seller's 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) any rights of Sellers under this Agreement;

(e) 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

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

Section 2.4 No Other Liabilities Assumed. Buyer will not assume, 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 its operations or facilities or the termination of any of its 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) [$______ million], plus (b) any Working Capital Surplus, minus (c) any Working Capital Deficiency, subject to further adjustment for any costs or prorations as set forth herein.

Section 2.6 Payment of Purchase Price.

(a) *Deposit*. No later than ________, 2026, Buyer shall deposit with the Escrow Agent $______ 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 _ attached hereto 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), or (iii) pursuant to Section 10.1(e), Section 10.1(f) or Section 10.1(h) 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 by Seller (i) pursuant to Section 10.1(d), or (ii) pursuant to Section 10.1(g) in circumstances where such termination was not itself the result of a material default by Sellers hereunder, Buyer and Sellers shall instruct the Escrow Agent to deliver to Sellers the Deposit (together with all interest accrued thereon), but less an amount equal to 1/2 of the Escrow Agent's escrow fees and charges. 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) $_____ million, plus (B) any Working Capital Surplus, minus (C) any Working Capital Deficiency, plus (D) any other cash amounts payable by Buyer hereunder (collectively, the "Cash Portion of the Purchase Price"); 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) 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.

ARTICLE III.
BANKRUPTCY COURT MATTERS

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

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

Section 3.3 Auction; Backup Bid.

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

(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 earlier of (i) such date as Buyer and Sellers may agree in writing and (ii) the date on which the sale to the Successful Bidder is consummated, after which Buyer shall be entitled to terminate this Agreement in accordance with its terms and to the return of the Deposit. The Bid Procedures Order shall provide that the foregoing rights of Buyer are preserved.

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 an Alternative Transaction, and (B) consummates such Alternative Transaction, or (ii) any Seller 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) 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 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 __ percent (__%) 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, the Break-Up Fee shall only be earned and payable upon the consummation of an Alternative Transaction or a Superior Proposal. 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. As used herein, "Specified

Termination Event" means the termination of this Agreement (i) by Buyer and Sellers pursuant to Section 10.1(a), (ii) by Buyer pursuant to Section 10.1(b) as the result of a failure of a condition set forth in Sections 9.6 or 9.9, (iii) by Sellers pursuant to Section 10.1(d); or (iv) by Buyer pursuant to Sections 10.1(e) or 10.1(f). Prior to Closing or the termination hereof, the Debtors shall pay the expenses of the Buyer to the extend 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 Bid Procedures Order, Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement. The Bid Procedures 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 ____ (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 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 __________ 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; and

(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 Case Disclosure Schedules.

Section 5.4 Taxes. [11]

(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) [as set forth in the Disclosure Schedules].[12]

(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

[11] Sellers to confirm these reps are accurate or revise.

[12] TBD – any RE or other taxes outstanding.

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) [intentionally omitted]

Section 5.6 Real Property; Water Rights.

(a) *Owned Real Property*[13]. *[reserved]*

(b) *Leased Real Property.* The Case Disclosure Schedules contain a list of each Existing Contract under which any real property leased by a Seller (each, a "Real Property Lease"), and each Real Property Lease identifies the real property leased, subleased or licensed by each Seller under a Real Property Lease (the "Leased Real Property"). Each Seller has a valid and subsisting leasehold or subleasehold interest in the 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) *[reserved]*

(d) *Water Rights.* Schedule 2.1(f) or the Disclosure Schedules list all material 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 Case Disclosure Schedules: (i) the Water Rights are in good standing and have not been forfeited, abandoned, relinquished or, to the Knowledge of Sellers,

[13] Schedule 2.1(a) lists the Real Property, and the Title Policies will insure title, so no title reps are needed.

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 either (i) has not been substantially repaired or restored or (ii) is not covered by insurance (other than any deductibles or co-insurance amounts), the proceeds of which will be assigned to Buyer at Closing.

Section 5.7 Material Contracts.

(a) The Case Disclosure Schedules will be prepared in accordance with the Bankruptcy Rules and the Bankruptcy Code. The Case 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 Case 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 have a Material Adverse Effect on the Sellers' Business.

Section 5.8 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 5.8 , in the Case Disclosure Schedules or to the extent any noncompliance would not reasonably be expected to have a Material Adverse Effect on the Sellers' Business, each Seller is in compliance in 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 have a Material Adverse Effect on the Sellers' Business.

Section 5.9 Environmental Matters. Sellers have made available to Buyer copies of all material environmental reports, studies, assessments, audits, sampling data and Phase I 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, or (iii) on Schedule 5.9 or in the Case 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 Case 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 Case 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 have a Material Adverse Effect on the Sellers' Business.

(c) The Disclosure Schedule sets 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 have a Material Adverse Effect on the Sellers' Business. To the Knowledge of Sellers, no Person is infringing or misappropriating any material Owned Intellectual Property in a manner that could reasonably be expected to have a Material Adverse Effect on 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 have a Material Adverse Effect on 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 have a Material Adverse Effect on 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[14]:

(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]*

[14] BHPO to confirm.

(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 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 have a Material Adverse Effect on 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.

(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 have a Material Adverse Effect on 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[15]. 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 have a Material Adverse Effect on 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

[15] BHPO to confirm reps – including availability of all Plans to Buyer and additional reps.

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 have a Material Adverse Effect on 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.[16]

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 Case 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 have a Material Adverse Effect on the Sellers' Business, (b) that challenges the validity or enforceability of any Seller's obligations under this Agreement, 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 Case 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 Case Disclosure Schedules set forth all agreements between the Sellers and any Related Party required to be disclosed in the Chapter 11 Cases.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES OF BUYER

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

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[16] ***Note to Draft***: Parties to discuss steps to be taken in respect of Sellers' farm insurance policies.

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 debt and/or equity financing sufficient to make all cash payments to be made by Buyer at the Closing, as contemplated under this Agreement.

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, (a) maintain the Acquired Assets in their current state of repair, excepting normal wear and tear and casualty, (b) operate the Sellers' Business in the Ordinary Course of Business based on its status as a debtor in a Chapter 11 bankruptcy, and (c) maintain the insurance covering the Acquired Assets in effect on the date hereof until Closing.

(b) 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 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 of the results of such inspections following the expiration of the General Diligence Period.

(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(f) 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 (5^{th}) Business Day following the date of delivery of such update.

Section 7.3 [Reserved].

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 immediately prior to the Closing (the "Estimated Closing Balance Sheet") and (b) a statement setting forth Sellers' good-faith estimate of Working Capital as of immediately prior to the Closing (the "Estimated Working Capital"), in each case prepared in accordance with the same accounting principles, methodologies and practices used in the preparation of the Financial Statements and the definition of Working Capital, together with reasonable supporting detail and documentation for the calculation thereof. Following such delivery, Sellers shall (i) 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, and (ii) consider in good faith any comments of Buyer with respect thereto. If Buyer delivers to Sellers any comments on the Estimated Closing Balance Sheet or the Estimated Working Capital prior to the Closing, Sellers shall consider such comments in good faith and shall revise the Estimated Closing Balance Sheet and the Estimated Working Capital to reflect any such comments that Sellers accept (acting reasonably). The Estimated Working Capital, as so revised (if applicable), shall be used to determine the Working Capital Surplus or Working Capital Deficiency, as applicable, for purposes of calculating the Cash Portion of the Purchase Price payable at the Closing; provided that the delivery and use of the Estimated Working Capital shall not limit or prejudice Buyer's rights, or the post-Closing adjustment, under the Section titled "Post-Closing Adjustment of Purchase Price."

Section 7.5 Post-Closing Adjustment of Purchase Price.

(a) Within thirty (30) 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 immediately prior to the Closing and (ii) Buyer's calculation of Working Capital as of immediately prior to the Closing (the "Closing Working Capital"), in each case determined without giving effect to the transactions contemplated hereby and prepared in accordance with the same accounting principles, methodologies and practices used in the preparation of the Financial Statements and the definition of Working Capital. 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 thirtieth (30th) 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 [●] 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 using the Final Working Capital in lieu of the Estimated Working Capital, and the "Net Adjustment Amount" shall be an amount (which may be positive or negative) equal to the Final Working Capital minus the Estimated Working Capital. 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 results in a payment to Buyer, 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 results in a payment to Sellers, 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*. Buyer 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; Certain Closing Costs; Recording Fees*. Buyer shall bear or pay (i) any title insurance premiums for standard coverage with respect to the Title Policy(ies) for the Real Property, and 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, (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) fifty percent (50%) of any escrow fees and charges, (iv) any recording fees and costs for the transfer of the Acquired Assets to Buyer or associated with Buyer's financing or the Assumed Liabilities, and (v) 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. Sellers shall bear or pay (A) any costs of matters Sellers are obligated to, or elect to, cure or otherwise satisfy under this Agreement and (B) fifty percent (50%) of any escrow fees and charges (B) fifty percent (50%) of any escrow fees and charges.

(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.

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 [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, 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, 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 $20,000,000, then this Agreement shall remain in full force and effect, the parties shall proceed to the Closing without any 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 $20,000,000, 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(i), 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.

(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.

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.][17] The parties shall share equally all filing fees payable in connection with any such filing.

Section 7.14 [Reserved]

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-

[17] Note to Draft: Parties to discuss HSR applicability / thresholds.

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. 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® apple variety, 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.

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.[18]

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; and

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

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

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

[18] Add any other known regulatory approvals.

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

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

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

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

Section 9.6 Lender Releases. The lenders of Sellers (Prudential and BMO[19]) 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.[20]

Section 9.10 Permit Transfers. Sellers shall have delivered or transferred to Buyer any and all Permits required to operate the Sellers' Business, 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.

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[19] Assumption or repayment of Happy Valley indebtedness TBD.

[20] Confirm – these will likely be needed by any 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 [Reserved].

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 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 with respect to the Closing impossible;

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

(e) by Buyer, upon written notice to Sellers during the General Diligence Period as the result of Buyer being dissatisfied with the results of its due diligence regarding the Acquired Assets and Seller's Business (in Buyer's sole discretion);

(f) by Buyer upon written notice to Sellers 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);

(g) [reserved];

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

(i) 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);

(j) 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 July 31, 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 7, 2026; or (iii) the Sale Order shall have been entered by the Bankruptcy Court by August 14, 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)[21];

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

(l) 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.

[21] Confirm all dates.

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, including provisions relating to the disposition of the Deposit and amounts held under the Escrow Agreement..

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 shall relieve Buyer of its obligations, modify the Purchase Price, or delay 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. (Pacific 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: [●]
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:

With a copy to:

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.

____

By:________________________________

Its: ________________________________

____

By:________________________________

Its: ________________________________

Schedule A
Assumed Debt Obligations

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

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

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

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

North Cascades Term Loan

Happy Valley Loan

Schedule B

[Happy Valley Property description attached]

EXHIBIT 2

CHRISTINE M. TOBIN-PRESSER (WSBA #27628)
THOMAS A. BUFORD (WSBA # 52969)
JASON WAX (WSBA #41944)
SHANE E. CREASON (WSBA #63865)
BUSH KORNFELD LLP
601 UNION STREET, SUITE 4630
SEATTLE, WA 98101
Tel: (206) 292-2110
Email: ctobin@bskd.com; tbuford@bskd.com;
jwax@bskd.com; screason@bskd.com

JOHN E. MITCHELL (TEX. Bar #797095)*
YELENA ARCHIYAN (TEX. Bar #24119035)*
KATTEN MUCHIN ROSENMAN LLP
2121 N. PEARL ST. SUITE 1100
DALLAS, TX 75201
Tel.: (214) 765-3600
Email: john.mitchell@katten.com;
yelena.archiyan@katten.com
*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 NOTICE OF AUCTION AND SALE HEARING

[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").

BUSH KORNFELD LLP
LAW OFFICES
601 Union St., Suite 4630
Seattle, Washington 98101-2373
Telephone (206) 292-2110
Facsimile (206) 292-2104

PLEASE TAKE NOTICE REGARDING THE FOLLOWING:

On June 4, 2026 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors"), each filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Washington (the "Court").

The Debtors are soliciting offers for the purchase of substantially all of the Debtors' assets and assumption of certain liabilities of the Debtors consistent with the bid procedures (the "Bid Procedures") approved by the Court (the "Court") by entry of an order on July 9, 2026 [Docket No. [●]] (the "Bid Procedures Order"). **All interested bidders should carefully read the Bid Procedures and Bid Procedures Order**. To the extent that there are any inconsistencies between this notice and the Bid Procedures or the Bid Procedures Order, the Bid Procedures or the Bid Procedures Order, as applicable, shall govern in all respects.

The Bid Deadline is **August 19, 2026 at 4:00 p.m. (PT)**. Any person or entity that wishes to participate in the Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bid Procedures. Only Qualified Bidders that have submitted Qualified Bids by the **August 19, 2026 at 4:00 p.m. (PT)** Bid Deadline are eligible to participate in the Auction, subject to the terms of the Bid Procedures and other limitations as may reasonably be imposed by the Debtors. Qualified Bidders participating in the Auction must appear at the Auction in person or through a duly authorized representative.

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Telephone (206) 292-2110
Facsimile (206) 292-2104

Any party in interest may attend (but not participate in) the Auction if any such party in interest provides the Debtors with written notice of its intention to attend the Auction on or before the Bid Deadline, which written notice shall be sent to proposed counsel for the Debtors via electronic mail, to John Mitchell and Yelena Archiyan at john.mitchell@katten.com and yelena.archiyan@katten.com, respectively.

The Debtors may conduct the Auction, at which time they will consider proposals submitted to the Debtors and their professionals, by and pursuant to the Bid Procedures as set forth in the Bid Procedures Order, on **August 24 at 10:00 a.m. (PT)**, via live auction at Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101.

A hearing to consider approval of the Successful Bid (or to approve the Stalking Horse Agreement, as applicable, if no Auction is held) (the "Sale Hearing") shall take place on **September 1, 2026, at 10:00 a.m. (PT)** at the United States Bankruptcy Court for the Eastern District of Washington, 904 West Riverside Avenue, Suite 304, Spokane, WA 99210. At the Sale Hearing, the Debtors will present such Successful Bid to the Court for approval.

Objections, if any, to the sale of the Assets to a Successful Bidder (each such objection, a "Final Sale Objection"), must be filed with the Court and served upon counsel for the Debtors so as to be actually received **August 28, 2026 at 11:59 p.m. (PT)**. In each case, all objections must: (i) be in writing and state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii)

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state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (iv) be filed with the Court no later than the applicable objection deadline and served on the following parties (the “Notice Parties”): (the “Notice Parties”): (a) counsel for the Debtors, Katten Muchin Rosenman LLP, 2121 N. Pearl Street, Suite 1100, Dallas, TX 75201, Attn: John Mitchell (john.mitchell@katten.com) and Yelena Archiyan (yelena.archiyan@katten.com); (b) Washington co-counsel for the Debtors, Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, Attn: Thomas Buford (tbuford@bskd.com), Jason Wax (jwax@bskd.com), and Christy Tobin-Presser (ctobin@bskd.com); (c) the Debtors’ investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and Arnav Virmani (avirmani@capstonepartners.com); (d) financial advisor for the Debtors, VeroPeak LLC, 4539 N 22nd St, Ste N, Phoenix, AZ 85016, Attn: Enrique Acevedo (eacevedo@veropeakpartners.com) and Greg Hill (ghill@veropeakpartners.com); (e) counsel for the Debtors’ postpetition lender, Ballard Spahr LLP, 1301 Second Avenue, Suite 2800, Seattle, WA 98101, Attn: Gregory Fox (foxg@ballardspahr.com); (f) counsel for the Debtors’ prepetition lenders, (i) Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606, Attn: Jason DeJonker (JDeJonker@seyfarth.com) and Nicholas Marcus (nmarcus@seyfarth.com); and (ii) Buchalter, 600 University St., Ste 3100, Seattle, WA 98101, Attn: Ariel Berrios (aberrios@buchalter.com) and Joe Sakay (jsakay@buchalter.com); (g) counsel for the Official Committee of Unsecured Creditors, Ashurst Perkins Coie US LLP, 1301 Second Avenue, 42nd floor, Seattle, WA 98101,

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Attn: Alan Smith (adsmith@perkinscoie.com), Paul Jasper (pjasper@perkinscoie.com), and Bradley Cosman (BCosman@perkinscoie.com); (h) the Office of the United States Trustee for the Eastern District of Washington, 920 W. Riverside, Room 593, Spokane, WA 99201, Attn: Amy Lambdin (Amy.Lambdin@usdoj.gov); and (i) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP, Tonkon Torp LLP, 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201, Attn: Danny Newman (danny.newman@tonkon.com) and Tim Conway (tim.conway@tonkon.com). **Any party who fails to timely file an objection to entry of the Sale Order (i) shall be forever barred from objecting thereto, (ii) shall be deemed to consent to the sale of the Assets as approved by any Sale Order, and (iii) shall be deemed to "consent" for purposes of Bankruptcy Code § 363(f)(2)**.

Following service of the notice of Auction results, parties may file an objection to the proposed assignment to the Successful Bidder of any Assigned Contract, or to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract. Any such objection shall (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases, and (iii) be filed with the Court **no later than August 28, 2026 at 11:59 p.m. (PT)** and served on the Notice Parties.

This notice is subject to the fuller terms and conditions of the Bid Procedures Motion, the Bid Procedures, and the Bid Procedures Order. In the event of any conflict, the Bid Procedures Order shall control, and the Debtors encourage parties in interest to review such documents in their entirety. Parties interested in receiving more information

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regarding the Sale and/or copies of any related document, including the Bid Procedures Motion, or the Bid Procedures Order, may make a written request to counsel for the Debtors.

Copies of the Bid Procedures Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge by visiting the Debtors' Case Website (https://cases.stretto.com/BrewsterHeights).

FAILURE TO ABIDE BY THE BID PROCEDURES, THE BID PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BID FOR AND AUCTION OF ANY OF THE DEBTORS' ASSETS.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BID PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY TRANSACTION, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO BANKRUPTCY CODE § 363(f) OR THE TERMS OF ANY STALKING HORSE AGREEMENT OR OTHER TRANSACTION DOCUMENT EXECUTED BY THE DEBTORS.

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DATED this [●] 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 3

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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 NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

[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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YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE OF DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.

PLEASE TAKE NOTICE that on July 9, 2026, the United States Bankruptcy Court for the Eastern District of Washington (the "Court") entered the *Order (I) Approving Debtors' Motion for Entry of an Order (I) Approving Bid Procedures for the Sale of Substantially All of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Scheduling Certain Dates with Respect Thereto; (III) Approving the Sale of Substantially All of Debtors' Assets; (IV) Approving Assumption and Assignment Procedures; and (V) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order"), authorizing the Debtors to solicit offers for the purchase of substantially all of the Debtors' assets (the "Assets") and, if necessary, to conduct an auction (the "Auction") to select the party to purchase such Assets. The Auction (if any) will be governed by the bid procedures attached to the Bid Procedures Order as Exhibit 1 (the "Bid Procedures").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures and the terms of any Successful Bid, the Debtors *may* assume and assign to the Successful Bidder certain of the Assigned Contracts listed on the Assigned Contracts Schedule, attached hereto as Exhibit A, to which you are a counterparty, upon approval of the Sale. The Assigned Contracts Schedule can also be viewed on Debtors' Case Website (https://cases.stretto.com/BrewsterHeights). The Debtors have conducted a review of their books and records and have determined that the cure amounts for unpaid monetary

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obligations under each of the Assigned Contracts are as set forth on Exhibit A attached hereto (each, a "Cure Amount").

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amount with respect to your contract, you must file an objection (a "Cure Objection") which must: (i) be in writing and state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases and (iii) be filed with the Court **no later than August 14, at 4:00 p.m. (PT)** (the "Cure Objection Deadline"); and be served on the following parties (the "Notice Parties"): (a) counsel for the Debtors, Katten Muchin Rosenman LLP, 2121 N. Pearl Street, Suite 1100, Dallas, TX 75201, Attn: John Mitchell (john.mitchell@katten.com) and Yelena Archiyan (yelena.archiyan@katten.com); (b) proposed Washington co-counsel for the Debtors, Bush Kornfeld LLP, 601 Union St., Suite 4630, Seattle, WA 98101, Attn: Thomas Buford (tbuford@bskd.com), Jason Wax (jwax@bskd.com), and Christy Tobin-Presser (ctobin@bskd.com); (c) the Debtors' investment banker, Capstone Capital Markets LLC, 2670 S. Eagle Rd., Boise, ID 83642, Attn: Skye Root (sroot@capstonepartners.com), Jerry Sturgill (jsturgill@capstonepartners.com), and Arnav Virmani (avirmani@capstonepartners.com); (d) proposed financial advisor for the Debtors, VeroPeak LLC, 4539 N 22nd St, Ste N, Phoenix, AZ 85016, Attn: Enrique Acevedo (eacevedo@veropeakpartners.com) and Greg Hill (ghill@veropeakpartners.com); (e) counsel for the Debtors' postpetition lender, Ballard Spahr LLP, 1301 Second Avenue, Suite 2800, Seattle, WA 98101, Attn: Gregory Fox (foxg@ballardspahr.com); (f) counsel for the Debtors' prepetition lenders, (i) Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606, Attn: Jason DeJonker (JDeJonker@seyfarth.com) and Nicholas Marcus (nmarcus@seyfarth.com); and (ii) Buchalter, 600 University St., Ste 3100, Seattle, WA 98101, Attn: Ariel Berrios (aberrios@buchalter.com) and Joe Sakay (jsakay@buchalter.com); (g) counsel for the Official Committee of Unsecured Creditors, Ashurst Perkins Coie US LLP, 1301 Second Avenue, 42nd floor, Seattle, WA 98101, Attn: Alan Smith (adsmith@perkinscoie.com), Paul Jasper (pjasper@perkinscoie.com), and Bradley Cosman (BCosman@perkinscoie.com); (h) the Office of the United States Trustee for the Eastern District of Washington, 920 W. Riverside, Room 593, Spokane, WA 99201, Attn: Amy Lambdin (Amy.Lambdin@usdoj.gov); and (i) counsel for non-Debtor affiliates Apple House Warehouse & Storage, Inc. and Cascade Holdings Group, LP, Tonkon Torp LLP, 1300 SW Fifth Avenue, Suite 2400, Portland, OR 97201, Attn: Danny Newman (danny.newman@tonkon.com) and Tim Conway (tim.conway@tonkon.com).

PLEASE TAKE FURTHER NOTICE that if you object to the proposed assignment to the Successful Bidder of any Assigned Contract, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Assigned Contract (a "Adequate Assurance Objection"), your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and any order governing the administration of these Chapter 11 Cases; (iii) be

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filed with the Court **no later than August 28, 2026 at 11:59 p.m. (PT)** (the "Adequate Assurance Objection Deadline"); and be served on the Notice Parties.

PLEASE TAKE FURTHER NOTICE that if no objection to (i) the Cure Amount(s), (ii) the proposed assignment and assumption of any Assigned Contract, or (iii) adequate assurance of the Successful Bidder's ability to perform is filed by the Cure Objection Deadline or the Adequate Assurance Objection Deadline, as applicable, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct; (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract; and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on any grounds, including that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE TAKE FURTHER NOTICE that any Cure Objection or Adequate Assurance Objection in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date to be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Assigned Contract on the Cure Notice does not require or guarantee that such Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Assigned Contract are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Assigned

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26-01136-FPC11 Doc 236 Filed 07/09/26 Entered 07/09/26 12:00:04 Pg 123 of 125

Contract pursuant to Bankruptcy Code § 365(a) and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Assigned Contract against the Debtors that may arise under such Assigned Contract; (ii) creates a postpetition contract or agreement; or (iii) elevates to administrative expense priority any claims of a counterparty to any Assigned Contract against Debtors that may arise under such Assigned Contract.

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DATED this [●] day of July, 2026.

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