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Proposed Attorneys for the Chapter 11 Debtors and Debtors-in-Possession

HONORABLE FREDRICK P. CORBIT

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

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

[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").

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

PLEASE TAKE FURTHER NOTICE that, as set forth in the Bid Procedures Motion, shortly before the Petition Date, the Board of Directors of BHPO approved a Letter of Intent with U.S. Farming Realty Trust III, LP (and then subsequently after the Petition Date, the Term Sheet with Heritage Orchard Alliance LLC, or another newly-formed acquisition vehicle designated by International Farming Management Company LLC or its assigns/affiliates) for a proposed transaction entailing a sale of substantially all of the Debtors' assets pursuant to Bankruptcy Code § 363.

PLEASE TAKE FURTHER NOTICE that a copy of the Term Sheet is attached hereto as Exhibit A.

[*Remainder of page left blank intentionally*]

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

BUSH KORNFELD LLP
LAW OFFICES
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Seattle, Washington 98101-2373
Telephone (206) 292-2110
Facsimile (206) 292-2104

DATED this 17th day of June, 2026.

BUSH KORNFELD LLP

By /s/ Thomas A. Buford
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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Proposed Attorneys for the Debtors

EXHIBIT A

TERM SHEET AGREEMENT

As of the date of the signatures below and subject to the conditions stated herein, this term sheet ("Term Sheet") sets forth the material provisions of the agreement by the parties for the purchase by Bidder/Buyer (as defined below) of the Property (as defined below) from the Company (as defined below) on substantially the terms and conditions reflected herein and in any attached exhibits (the "Transaction"). The Transaction shall be implemented in the cases (the "Chapter 11 Cases" and the Court administering the Chapter 11 Cases, the "Bankruptcy Court") currently pending as In re Brewster Heights Packing & Orchards, LP, Case Nos. 26-01136, filed by the Company under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). This term sheet shall be subject to the negotiation and execution of definitive documentation in respect of the Transaction, as well as the conditions set forth herein.

Terms and Conditions

Overview

Identity of Bidder / Buyer:	Heritage Orchard Alliance LLC, or another newly-formed acquisition vehicle ("Purchaser") designated by International Farming Management Company LLC or its assigns/affiliates ("International Farming", and the member of Purchaser directly or indirectly controlled by International Farming being the "IFC Member").
Identity of Seller:	Brewster Heights Packing & Orchards, L.P., and its subsidiaries and affiliates, as applicable, and as debtor-in-possession appointed in connection with the Proceedings (the "Company" or "BHPO").
Transaction	A sale or restructuring of substantially all of the assets of the Company pursuant to Bankruptcy Code Section 363, with Purchaser serving as stalking horse bidder in such process. The Transaction shall be subject to higher and better offers and Bankruptcy Court approval. The Property shall consist of substantially all real and personal property of the Company. This shall include all assessed and unassessed acres of land (the "Land") owned by the Company, together with all improvements, fixtures, appurtenant rights, crops, oil, gas and mineral rights, packing and storage facilities, equipment (inclusive of wind machines, bins, totes, lugs), inventory items (packing materials, chemicals and fertilizers, and other supplies), rolling stock, irrigation systems and pumps, remainder of the 2025 crop, rights to packing, storing, marketing and handling fees associated with the 2025 crop, mechanical and repair shops and all, property, plants, equipment, accounts receivable, all other

assets, any and all claims and causes of action, including, without limitation, any and all avoidance actions (other than (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, and (ii) any claims or causes of action of any kind against any member of the 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 the estate (collectively, the "Retained Estate Claims")) and any and all derivative estate claims (excluding any Retained Estate Claims), and any and all trade names, trademarks, copyrights, and other intellectual property and license rights, and any minority investment or other businesses owned by the Company. For the avoidance of doubt, Purchaser shall have the option, but not the obligation, to acquire any real or personal property owned by the Company except for assets expressly designated for exclusion by the Purchaser. Purchaser shall also have the option to designate executory contracts, unexpired leases, licenses, permits, and other agreements to be assigned, as identified in the Definitive Documents. All items set forth in this paragraph, including the Land, the "Property".

Purchase Price and Consideration

Purchase Price: The total purchase price for the Property shall be approximately $231.3 million (the "Purchase Price"), subject to adjustments as set forth herein and in the Definitive Documents.

Form of Consideration: The Purchase Price shall be payable as follows:

- Cash at Closing: $75,000,000
- Assumed Liabilities: As set forth in "Treatment of Current Debt" below

Bid Deposit: A deposit of $1.25 million (the "Deposit") shall be delivered to WSFS Bank, N.A. as escrow agent, which shall be no later than July 1, 2026, subject to negotiation and execution of an APA acceptable to Purchaser and shall be non-refundable except upon the occurrence of a termination right for the Purchaser pursuant to the APA (including in the event that diligence is not reasonably satisfactory).

Treatment of Current Debt & Value Allocation

Allocation of Purchase Price: A detailed debt schedule by facility has been provided. The Company and its advisors will propose an allocation of purchase price, or an alternative solution, whether assumed, satisfied from proceeds, or otherwise addressed, to each of the following lenders (which allocation will be acceptable to the lenders below and the Purchaser):

- DIP Loan: To be paid in full in cash at closing, in an amount not to exceed $50 million. DIP must provide for payment in full of Critical Costs prior to Closing. Critical Costs means (a) cure costs, and (b) other claims of providers, owners, or interest holders with respect to critical goods, services, or assets whose contracts, goods, services, or assets are critical to the operation of the Company's business post-Closing, as determined by the Purchaser. DIP Budget and terms of DIP Loan to be acceptable to Purchaser in its sole and absolute discretion. ***Recovery of $50 million***
- Prudential Term Loan: Cash of $25 million at Closing. $155,580,788.20 assumed by Purchaser as set out on Schedule A. ***Recovery of $180.6 million.***
- Happy Valley Term Loan: Excluded from purchased Property
- North Cascades Bank Term Loan: Assumed at closing. ***Recovery of $718,958.***
- Regents Term Loan: N/A[1]
- Apple House Term Loan: Forgiven or treated as an unsecured claim at the election of Apple House.
- Backstop Group Loan: Repaid in accordance with DIP Budget.
- Bank of Montreal Facilities: Treatment to be determined.

Financing Contingencies & Bid Protections

Financing Contingencies: No later than July 1, 2026, the Purchaser shall provide evidence that it has obtained financing or otherwise has available capital sufficient to consummate the Transaction. Such financing or capital may be subject to receipt of the Specified Diligence (defined below). Any such contingencies must be removed within 15 Business Days of receipt of the Specified Diligence acceptable to the Purchaser, in its sole and absolute discretion.

Stalking Horse Protections: The Purchaser shall be entitled to the following bidding protections, subject to Bankruptcy Court approval:

- Break-Up Fee 3% of the Purchase Price (calculated to include cash and assumed debt)
- Expense reimbursement for diligence and legal costs
- Minimum overbid amount of $1 million

[1] ***Note:*** Sellers to confirm this facility paid in full.

- Initial overbid must total the Break-Up Fee plus expenses incurred plus the minimum overbid amount. All subsequent overbids will be subject to the minimum overbid amount.

<u>Go-Forward Plan for Related Third-Party Entities</u>

Proposed Plan for Related Third Parties: The Company and its advisors will provide a detailed plan regarding commitments, terms, and timing for the following related third parties the Company is involved in:

- **As set out on Exhibit B hereto**

<u>Working Capital Peg at Closing</u>

Working Capital Peg / Target:

- The Parties shall agree upon a target level of working capital (the "Working Capital Target" or "Working Capital Peg") in advance of the Closing Date in accordance with the Purchase and Sale Agreement to be based on anticipated Closing Timeline.

<u>Optional Go-Forward Plan for Employees and Family (Not A Required Term of Any Purchase Offer)</u>

Management Incentive Equity Pool (MIP): Post-Closing, the Board of Directors of the Purchaser shall establish a management incentive equity pool of up to 5% of the fully-diluted equity of the go-forward entity (the "MIP Pool") on terms and conditions acceptable to the Board of Directors of the Purchaser.

Family Role Post-Closing: As set out on **<u>Exhibit B</u>**

Employees: The Purchaser intends to offer employment to the following employees of the Company on terms and conditions to be determined:

While the Purchaser has not completed full employee diligence at this stage, Purchaser intends to leave largely unaltered the Company’s workforce with offers of employment to be made to most eligible employees.

Additional Terms and Conditions

Necessary Internal Approvals and Conditions; Timing:	The Transaction is subject to satisfaction or waiver[2] by Purchaser of: • Bankruptcy Court approval of the Sale Order[3] and related relief • Bankruptcy Court approval of an order approving this Term Sheet as the Stalking Horse Bid (including approval of the Bid Protections) (such order, the "Stalking Horse Approval Order") • The Sale Order and the Stalking Horse Approval Order being in full force and effect and not subject to any appeals. • Support of Transaction by BMO, PGIM, and the Family and release of related liens (to the extent not assumed) at Closing • BHPO shall deliver/transfer any and all permits and permissions required to operate BHPO to Purchaser, or otherwise enter into licenses and agreements sufficient to operate the business in the ordinary course post closing until such transfers can be effectuated. These will include but not be limited to preparing and filing all access and irrigation easements and making all appropriate changes to the property line to swap the shop and receiving area property lines as will be agreed among the Parties • Contemporaneous closing of all transactions set forth on Exhibit B • Entry into any definitive agreements for exit financing required by the Purchaser • Applicable regulatory approvals • No MAE (definition to be agreed in APA). • No material changes to the marketability of the 2026 cherry and apple crops (definition to be agreed in APA). • Release by BMO and Prudential of all personal guarantees as to members of the Gebbers Family (See footnote 2). • Closing occurring on or before 90 days following the Petition Date. • Compliance with applicable milestones: (a) (i) filing of the motion seeking approval of the Bidding Procedures and the Stalking Horse Approval Order no later than June 9, 2026 and (ii) receipt of Bankruptcy Court approval of the Exclusivity Provisions hereof no later than June 9, 2026, (b) entry of a limited stalking horse approval order providing Purchaser with expense reimbursement no later than June 18, 2026, (c) entry of the Bidding Procedures Order and the Stalking Horse Approval Order no later than July 2, 2026, (d) overbids received by July 31, 2026,

[2] This condition cannot be waived unilaterally by Purchaser, and such waiver would also require the consent of the Guarantors, Apple House Packing & Storage, Inc., and Cascade Holdings Group, LP

[3] Terms of Sale Order to be agreed by Parties.

(e) the conduct of an auction, if any, no later than August 7, 2026, (f) entry of the Sale Order no later than August 14, 2026, and (g) Closing no later than 90 days after the Petition Date

- Completion of satisfactory due diligence (or waiver thereof by Purchaser) on the following (each of which shall be reasonably acceptable in form and substance to Purchaser).
    - Items to be completed prior to July 15, 2026:
        - Receipt by Purchaser of a full accounting of all secured liens and claims against any Party or its Affiliates
        - Financial statements, tax returns, projections
        - In-person site inspection of the Property, including but not limited to testing of CA storage rooms
        - Food and worker safety inspections, audits and certifications
        - Crop production data, pool closing statements, crop insurance policies, soil testing and organic certifications
        - Material contracts, leases, permits and licenses
        - Employee census and benefit plan information
        - Insurance policies
        - Litigation and regulatory matters
        - Customary tax and structuring due diligence
        - Customer relationship data for Company sales desk
        - PACA compliance diligence
        - Employee census and benefit plan information
    - The following items may be completed after July 15, 2026, but must be removed as a condition within 15 Business Days of receipt thereof (collectively, the "Specified Diligence"). All Specified Diligence must be in all respects acceptable to the Purchaser in Purchaser's sole and absolute discretion. Items constituting Specified Diligence are:
        - Title reports
        - Surveys (including acceptable ALTA title survey)
        - Environmental assessments (Phase I)
        - Water analysis, and documentation of appropriate shared access and irrigation agreements (with all such rights to be conveyed at closing, or as soon thereafter as reasonably practicable)

  - Machinery and equipment, bins and real estate (excluding orchard real estate) appraisals, brought up to date as of present.

- Negotiation and execution of Definitive Documents

Governing Law:	This Term Sheet shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles. The Bankruptcy Court shall have exclusive jurisdiction over any disputes arising hereunder.
Expiration:	This Term Sheet shall expire on the earlier of (a) failure to satisfy any of the Milestones set forth herein, or (b) 5:00 p.m. Pacific Time on July 2, 2026, unless extended by mutual written agreement of the Parties.
Exclusivity and Fiduciary Out:	**Exclusivity.** Subject to Bankruptcy Court approval (which shall be obtained on or before June 9, 2026), from the date of signing of this Term Sheet until entry of the Stalking Horse Approval Order (the "Exclusivity Period"), the Parties shall negotiate exclusively with one another (as well as with PGIM and BMO) with respect to the transactions contemplated hereby. During the Exclusivity Period, no Party shall, directly or indirectly, solicit, entertain, or enter into discussions regarding any alternative transaction involving the sale, lease, financing, or throughput of the Acquired Assets, the Company, Apple House, CFM, Cascade, or any Family-controlled, operated or managed orchard, packing, or marketing operation with any person other than Purchaser and its representatives. The Company shall promptly notify Purchaser of any unsolicited inquiry or proposal received during the Exclusivity Period. **Fiduciary Out.** Notwithstanding anything to the contrary in the immediately preceding paragraph, nothing in this Term Sheet shall (i) preclude the board of directors (or general partner) of the Company from considering, evaluating, or responding to any unsolicited written bona fide proposal that the board determines in good faith, after consultation with its legal and financial advisors, constitutes or is reasonably likely to lead to a Superior Proposal, or (ii) require the directors, officers or partners of the Company to act or refrain from acting in any manner that, in the good-faith judgment of the board (or general partner) after consultation with its legal advisors, would be inconsistent with their fiduciary duties under applicable law (including, following the petition date, fiduciary duties owed to the Company's estate and its creditors). A "Superior Proposal" means a written, bona fide proposal from a third party for an alternative transaction that the board 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 Company's 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). The Company shall (1) promptly (and in any event within 48 hours) notify Purchaser in writing of any unsolicited inquiry or proposal received during the Exclusivity Period, including the identity of the offeror and the material terms thereof, (2) provide Purchaser a reasonable opportunity (and in any event not less than three (3) business days) to revise its offer to match or exceed any Superior Proposal before the board may withdraw, modify or qualify its support for the transactions contemplated hereby, and (3) consider in good faith any revised offer from Purchaser prior to terminating or modifying this Term Sheet in favor of a Superior Proposal. If the Company terminates or modifies this Term Sheet in connection with a Superior Proposal, Purchaser shall remain entitled to the break-up fee and expense reimbursement set forth herein, payable in accordance with the terms thereof and subject to Bankruptcy Court approval.

* * *

Signature Page

IN WITNESS WHEREOF, the Parties have caused this Term Sheet to be executed as of the date first written above. The signatory entities and titles set forth below are preliminary and shall be modified by the Parties (and their respective counsel) as necessary to reflect the applicable entity structures prior to execution.

Buyer DocuSigned by: By: DAVID KAY 9B7ED1F97E5941B... Name: David Kay Title: Authorized Signatory Entity: ____________ Date: 6/17/2026	**Company / Seller** **(Brewster Heights Packing & Orchards, L.P.)** Signed by: By: Daniel Gebbers 0D14AE29CB0641C... Name: Daniel Gebbers Title: interim CEO Date: 6/16/2026
Apple House Warehouse & Storage, Inc. Signed by: By: Cass Gebbers 08C0B0DA64B8484... Name: Cass Gebbers Title: Pres. Date: 6/17/2026	**The Prudential Insurance Company of America** Signed by: By: John Reeder EA81884F2688448... Name: John Reeder Title: Vice President Date: 6/17/2026
Signed by: Cass Gebbers 08C0B0DA64B8484... John W. "Cass" Gebbers, Individually DocuSigned by: Mac Gebbers 547308540335 42D... Mac E. Gebbers, Individually	**Cascade Holdings Group, LP** Signed by: By: Cass Gebbers 08C0B0DA64B8484 Name: Cass Gebbers Title: Vice President. Date: 6/17/2026 Signed by: By: 033FD050894E47D... Name: jody Gebbers Title: Sec Date: 6/17/2026

Exhibit A

Prudential Term Loan Revised Terms

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

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).

Exhibit B

Proposed Plan for Related Third Parties

OTHER ACQUIRED ASSETS AND BUSINESSES	
1. Chelan Fresh Marketing (CFM)	**Asset Status.** The 49% equity interest in CFM that Purchaser will grant to Apple House (and subject to their election, Borton) at Closing constitutes compensation for the new value that Apple House is providing to Purchaser pursuant to this Term Sheet. **Structure.** Ownership of CFM shall be allocated 51% to Purchaser and 49% to Apple House (including Apple House's designee and/or Borton) (collectively, the "CFM Minority").The allocation, issuance, and/or transfer of the 51% of the CFM Equity to Purchaser shall be accomplished in a tax efficient manner as reasonably determined by the CFM Minority holders, Purchaser and CFM. For the avoidance of doubt, Purchaser shall appoint a majority of the directors of CFM at all times and shall have complete operational and managerial control over day-to-day operations and strategic decision-making of CFM, including but not limited to the decision to consolidate, merge and/or acquire another marketing desk utilizing the fruit volume starting with the 2028 crop year, as described and subject to the below. The CFM Minority shall have the right to appoint at least one director to the CFM Board. The CFM Minority shall have (i) customary co-sale rights and preemptive rights under the CFM LLC agreement to reflect CFM Minority's equity ownership size and (ii) approval rights (to be exercised by a designee within a commercially reasonable timeline) for (A) any transactions between CFM and any affiliates of the Purchaser or the International Farming other than on arms' length terms, and (B) any amendments to the CFM LLC Agreement that treats the interests of the CFM Minority members in a manner materially adverse and disproportionately adverse to the interests of Purchaser. **Profit-Sharing.** Profits from CFM shall be distributed on a formula based on (i) relative volume of fruit marketed through CFM and (ii) ownership percentages, with the precise formula subject to negotiation in the Definitive Documents. The auditors who monitor compliance with this provision shall be appointed jointly by the Board and Purchaser. **Borton Retention.** The Parties intend to work together to ensure Borton markets its fruit through CFM. Closing is not conditioned on Borton's participation. **No Merger of CFM; Borton Exit Right.** For the 2026 and 2027 crop years, Purchaser shall not merge, combine, or consolidate CFM with another marketing desk without unanimous approval of Purchaser, the CFM

	Minority (including Borton, to the extent Borton agrees to be a part of CFM, otherwise Borton's consent shall not be required in respect of such any such merger, combination, or consolidation). If CFM is merged, combined, or consolidated with another marketing desk after the 2027 crop year, Borton shall have the right to exit CFM (or the combined marketing desk) with no penalty for liquidated damages upon which event any equity interest of Borton in CFM will automatically become the property of the remaining CFM Minority holders (with the result that such holders will own 49% of CFM). If Borton elects to remain in CFM following any such merger, or if no such merger occurs, or if Borton elects to exit during the 2026 or 2027 crop year, any such exit by Borton shall be subject to customary liquidated damages as set forth in the CFM operating agreement. upon which event any equity interest of Borton in CFM will automatically become the property of the remaining CFM Minority holders (with the result that such holders will own 49% of CFM).
2. Throughput Agreement	**Asset Status; Forward Services.** Apple House is a non-debtor entity. The Apple House Throughput Agreement represents new, forward-looking services and fruit supply being committed by Apple House (a non-debtor) for the benefit of Purchaser after Closing. The volumes contemplated below are not currently subject to any throughput or packing obligation in favor of BHPO or any other debtor entity. **Minimum Throughput Obligations.** BHPO and Apple House shall enter into an agreement (the "Apple House Throughput Agreement") pursuant to which, commencing with the 2026 crop year, during each crop year, Apple House shall deliver at the time of harvest a minimum of (a) the annual supply of apples and pears (as determined by the chart below) (such amount, the "Minimum Annual Apple / Pear Delivery") and (b) 8,000 tons of cherries, to Purchaser and/or its designees for packing and marketing. For the period during which the Apple House Throughput Agreement is active, Purchaser shall have a right of first refusal to pack and market any fruit shipped by Apple House for packing and marketing to any party other than Apple House or Purchaser. Delivery of fruit will be made to the facility of Purchaser's choosing in our sole discretion. Apple House will cover the cost to the nearest facility designated by Purchaser as a receiving facility (with Purchaser bearing any excess costs). Fruit to be delivered at harvest and will count towards the Minimum Annual Apple / Pear Delivery or the minimum cherry requirement solely to the extent such fruit meets the criteria established each season based on common industry practice and expectations (i.e., minimum pressure, proper starch, within reasonable conversion expectations.) and will satisfy applicable food safety standards. 2026 Crop Year: 100,000

2027 Crop Year	125,000
2028 Crop Year	150,000
2029 Crop Year	175,000
2030 Crop Year and thereafter	200,000

The above volumes include any SugarBee®, Rockit® or Lucy® bins that are currently packed at Apple House as Purchaser (who retains sole right to control and determine which packers can pack these varieties), grants such packing privilege to Apple House for those growers that supplied Apple House at the time of entry into the Apple House Throughput Agreement, for as long as Apple House complies with the Apple House Throughput Agreement. Purchaser will determine which sales desk sells the bins that are sent from Apple House to Purchaser, but it is understood that at a minimum, the volume of bins physically packed in Brewster will be sold by CFM. Purchaser will work in good faith with Chelan Fresh and CMI to determine the best place to place volumes of specific varieties to ensure the highest return to growers and the overall viability of the sales desks. Bins will be accurately marked at the time of delivery with the harvest date, orchard name, variety, and other items customary for industry practice.

Varieties. The apple varieties sent from Apple House to Purchaser will be mutually agreed upon between the parties, but cannot be varieties that Purchaser is unable to pack. Fruit must be of marketable quality, not processor grade. All bins that are rejected for quality will be transferred back to Apple House and Apple House will bear the cost of transportation.

Termination. The Apple House Throughput Agreement shall have an initial term of two crop years (such term, the "Initial Term"), and only be terminable by providing at least three full crop years' advance written notice of Apple House's intention to terminate; *provided* that no such notice shall be effective until after the expiration of the Initial Term. For the avoidance of doubt, in the event that a notice of termination is delivered at any time prior to the commencement of the 2027 crop year, such termination shall not be effective until after the 2029 crop year. If not terminated at the end of a given crop year, the agreement shall automatically renew for an additional year beyond the then-existing three-year termination period. It is understood by all parties that a termination by Apple House of the Apple House Throughput Agreement in accordance with the terms of the Agreement, may, at Purchaser's sole discretion, result in the removal of all SugarBee®, Rockit, and Lucy varietals from Apple House.

Expansion: In the event that Apple House elects to expand apple, cherry or pear packing capacity (including through the addition of new apple, cherry, or pear packing lines or facilities), Apple House agrees to contribute such

	assets to NewCo in connection with an In-Kind Equity Exercise (as defined below), subject to mutual agreement on the value of such contributions. **Remedies**: Throughput agreement shall contain customary termination rights, remedies, and events of defaults, including the right to recover via setoff of amounts owing under related agreements. **Pricing / Economics.** The throughput economics (pack charges, pooling, advances, hauling charges etc.) for fruit subject to the Apple House Throughput Agreement shall be on substantially the same terms as those applicable to apples, pears and/or cherries grown by Purchaser on its owned or leased orchards, unless mutually agreed by the Parties. The bins delivered by Apple House will be treated by Purchaser as a third-party grower. **Liquidated Damages**: Each year that the Minimum Annual Apple / Pear Delivery or the minimum cherry requirement are not made to Purchaser, Apple House will pay Purchaser $60 per bin of apples and $0.30 per pound of cherries not delivered under the Apple House Throughput Agreement. Such damages shall be payable on December 31 of the crop year in which such shortfall occurs. Such damages shall not apply in the event of a force majeure (in which case, the Apple House Throughput Agreement shall provide for a pro rata sharing as between Purchaser and Apple House for any shortfall). Force majeure provisions shall be determined by Purchaser acting in good faith and relate to weather and agribusiness production matters severely and adversely impact apple, pear and/or cherry production and not other matters such as trade disputes or termination of grower / supplier relationships. **Other Terms**: The Apple House Throughput Agreement shall contain such other terms (including in respect of indemnification and reps and warranties) which shall be acceptable to the Purchaser. Apple House Throughput Agreement shall include a minimum insurance requirement for Apple House (general liability, product liability, workers' compensation and other insurance), with Purchaser to be named as additional insured.
3. Corresponding Farm Housing Lease Agreement	**Asset Status; Forward Services.** Cascade is a non-debtor entity that owns the H2A and farmworker housing referenced below. The H2A and non-H2A housing leases described below represent new, forward-looking services to be provided by Cascade (a non-debtor) for the benefit of Purchaser after Closing in exchange for the Non-Core Sale described in Section 9. **Lease from Cascade.** Purchaser shall lease no less than 1,300 H2A beds from Cascade pursuant to a definitive H2A Housing Lease for an initial term of ten (10) years, with a ten (10)-year extension exercisable at Purchaser's sole option. Rent shall be $86 per bed per month, subject to CPI or other adjustment mechanics to be agreed. Purchaser shall have the absolute and unconditional right to sublease. Except in the case of Purchaser

	negligence, Cascade shall be responsible for maintenance of structure (including with respect to inside and outside wall, roof, basement, foundation, parking lot, domestic water and plumbing systems and HVAC systems). Purchaser shall lease non-H2A Housing for full-time regular orchard employees (farm managers, assistant managers, leads, etc.) to be identified and agreed for an initial term of ten (10) years, with two (2) five (5)-year extensions exercisable at Purchaser's sole option. Rent shall be based on current rental rates with to be agreed adjustments and subject to CPI or other adjustment mechanics to be agreed. Purchaser shall have the absolute and unconditional right to sublease. **Right of First Refusal on Excess Capacity.** To the extent there is excess H2A housing capacity available from Cascade or its affiliates beyond the initial leased amount, Purchaser shall not build, develop, or lease additional H2A housing within a radius of 50 miles of housing owned by Cascade for its use for a period of twenty (20) years from Closing without first offering Cascade the opportunity to provide such additional capacity on comparable terms (the "Cascade Housing ROFR"). If Cascade declines or fails to agree to provide such housing within 60 days of notice from Purchaser, Purchaser may proceed with third-party or self-developed capacity.
4. Apple House	**Asset Status; New Value.** Apple House is a non-debtor entity. The 31% equity interest in Apple House that Purchaser will hold following Closing, together with the voluntary forgiveness by Apple House of the approximately $4,133,000 loan receivable from BHPO described below, constitutes new value provided to Purchaser by Apple House exchange for the consideration described in Section 6. **Apple House Loan**. The approximately $4,133,334 loan from Apple House to BHPO shall be voluntarily forgiven by Apple House or treated as an unsecured claim at the option of Apple House. Purchaser agrees to consider in good faith a packing rebate offered to Apple House for the apple/pear and cherry volume to be started after the initial 5-year term of the Apple House Throughput Agreement. This consideration will exist only if Apple House has not terminated the Apple House Throughput Agreement. Starting in year 6, Purchaser will share 50% of the packing contribution margin for apples, pears and cherries delivered in any year above 150,000 bins of apples and pears and 8,000 tons of cherries (estimated to be $30/bin of apple/pear and $.15 per delivered pound of cherries), which shall reimburse Apple House for the Apple House term loan (the "Packing Contribution Sharing"). Once Apple House receives $4,133,334 from the Packing Contribution Sharing, the Packing Contribution shall terminate.

	Purchaser Ownership. Apple House shall ensure that Purchaser will at Closing, hold thirty-one percent (31%) of the equity interests in Apple House following Closing (the balance to be held by existing equity owners), subject to the minority protections set forth in this paragraph. International Farming shall have the right to appoint an agreed number of the Apple House's Board and shall have (i) customary co-sale rights and preemptive rights under the Apple House LLC agreement to reflect Purchaser's equity ownership size and (ii) approval rights (to be exercised by Purchaser within a commercially reasonable timeline) for (A) any transactions between Apple House and any affiliates of Apple House or the Family other than on arms' length terms, and (B) any amendments to the Apple House LLC Agreement that treats the interests of Purchaser in a manner materially adverse and disproportionately adverse to the interests of the Family or its affiliates. **Decision-Making.** Ordinary-course matters shall be decided by majority vote of the Apple House members (or the Apple House board, as applicable under the Apple House LLC agreement). **Purchaser Negative Controls (Supermajority / Reserved Matters).** Notwithstanding majority voting on ordinary-course matters, Purchaser's prior written consent in its absolute and sole discretion shall be required for Apple House to undertake certain major decisions to be agreed in the Definitive Documents. **Transfer Rights.** On any sale of Apple House or of the Family's Apple House interests to a third party, Purchaser shall have customary tag-along and drag-along rights on a no-dilution, pari-passu basis. In the event of any such sale, the non-compete / throughput provisions hereof shall travel with the assets and be assumed by / apply to the applicable buyer. **Information & Audit Rights.** Purchaser shall have customary information rights (monthly unaudited financials, annual audited financials, annual operating and capital budgets, and reasonable inspection rights over books, records, and facilities) in respect of Apple House. **Corporate Governance.** Apple House shall hold regular board meetings (no less frequently than quarterly) and shall deliver audited financial statements on an annual basis. The Apple House LLC Agreement shall be amended to reflect the terms hereof, and shall also include customary provisions for D&O indemnification, insurance, confidentiality, non-solicitation, books and records, and a deadlock mechanism to be agreed.
5. Proprietary Varieties	**Asset Status; Acquired Asset of Debtor.** For the avoidance of doubt, the Proprietary Varieties (and the Company's rights under the Variety Agreements) are property of the Company's estate, will be transferred to Purchaser as Acquired Assets at Closing as part of the Asset Sale. Conversely, the commitments of Apple House, Borton, and the Family

	under the items labeled "Compliance" and "No Expansion Without Unanimous Consent" are commitments and obligations of non-Debtor entities and form part of the consideration for which such parties (or their affiliates) are receiving the new value set forth in Section 9. **Scope.** The parties acknowledge that the Company's portfolio includes the following proprietary / club apple varieties (the "Proprietary Varieties"): LucyGlo®, LucyRose®, and Rockit®, each subject to the terms of existing sublicense or similar agreements (the "Variety Agreements"). International Farming will use commercially reasonable efforts, where possible, to assist CFM in obtaining and maintaining rights to SugarBee® . **Compliance.** Purchaser, the Family, Apple House and their respective affiliates shall comply in all material respects with the acreage limitations and other operational requirements set forth in the Variety Agreements. **No Expansion Without Unanimous Consent.** The Parties shall not seek to expand the current acreage planted by Purchaser, Borton, Apple House, and other Family Orchards to any Proprietary Variety beyond its current contractual or licensed limit without the express, unanimous approval of (i) Purchaser, (ii) the Family Representative, and (iii) such other counterparties to the applicable Variety Agreements as are required to consent under the terms thereof. **Sugarbee®.** Although Sugarbee® is not included in the Proprietary Varieties as defined above, the Parties acknowledge that Sugarbee® is subject to its own licensing arrangements and acreage limitations. Purchaser, the Family, Apple House, and their respective affiliates shall comply in all material respects with such rules and limitations with respect to Sugarbee®, and shall not seek to expand acreage planted to Sugarbee® beyond its current contractual or licensed limit without the express, unanimous approval of (i) Purchaser, (ii) the Family Representative, and (iii) such other counterparties as are required to consent under the applicable Sugarbee® licensing arrangements.
6. Apple House and Cascade Consideration	In consideration for the new value to be contributed, and forward services to be provided, to Purchaser by Apple House (who is a non-debtor party), specifically: (i) the new fruit volume to be committed by Apple House under the Apple House Throughput Agreement (Section 2); (ii) the commitment to ensure that Purchaser owns the 31% equity interest in Apple House (Section 4); (iii) the voluntary forgiveness by Apple House of the approximately $4,133,000 Apple House Loan (Section 4), and (iv) the go-forward commitments by certain affiliates of Apple House in respect of the Proprietary Varieties (Section 6), Apple House shall receive (a) the CFM interests set forth above and (b) the equity consideration set forth in this Section 6.

	In consideration for the new value to be contributed, and forward services to be provided, to Purchaser by Cascade (who is a non-debtor party), specifically the H2A and farmworker housing leases to be provided by Cascade (Section 5), Cascade shall receive the Non-Core Sale rights set forth in this Section 6. **Initial Apple House Equity.** At Closing, Apple House (or its designee(s)) shall receive five percent (5%) of the equity interests of Purchaser, to be allocated at their election. **First Additional Tranche.** For the period beginning at Closing and ending on the date that is 6 months thereafter, Apple House (or its designee(s)) shall have the right (but not the obligation) to purchase an additional five percent (5%) of Purchaser equity from International Farming for an aggregate purchase price of $7.5 million. Purchaser shall not issue any new equity in connection with this tranche. **Second Additional Tranche.** For the period beginning at Closing and ending on the date that is 18 months thereafter, Apple House (or its designee(s)) shall have the right (but not the obligation) to purchase a further five percent (5%) of Purchaser equity from International Farming for an aggregate purchase price of $12.5 million. **In-Kind Equity Exercise**: NewCo and Apple House agrees that, in the event that Apple House elects to expand apple, cherry or pear packing capacity (including through the addition of new apple, cherry, or pear packing lines or facilities), such assets will be contributed to NewCo at an agreed value as purchase consideration for the cumulative 10% equity interest in NewCo set out in the two immediately preceding items. **Dilution.** Apple House's initial 5% stake, and any additional tranches actually purchased, shall be subject to customary dilution treatment (including dilution from the management incentive pool on customary terms); *provided* that, such equity shall not be subject to dilution by any MIP pool shares issued. Anti-dilution protections, if any, shall be set forth in the Purchaser LLC agreement or stockholders' agreement. **Governance.** Purchaser's governance documents will be consistent with the terms hereof and otherwise reasonably acceptable to International Farming. Apple House (or its designee(s)) shall have (i) customary co-sale rights and preemptive rights under the Purchaser LLC agreement to reflect their equity ownership size and (ii) approval rights (to be exercised by a designated representative within a commercially reasonable timeline) for (A) any transactions between Purchaser and any affiliates of the IFC Member other than on arms' length terms, and (B) any amendments to the Purchaser LLC

	Agreement that treats the interests of Apple House in a manner materially adverse and disproportionately adverse to the interests of IFC Member. The directors and officers of Purchaser shall, except as set forth herein, be appointed and removable by International Farming. **Non-Core Sale.** Concurrent with Closing, and in exchange for the H2A and farmworker housing leases provided by Cascade pursuant to Section 3, Purchaser shall sell and convey to Cascade (or its designee(s)) the parcels to be agreed between Cascade and Purchaser (the "Non-Core Land") for a to be agreed purchase price, payable by Cascade in cash at Closing. Such sale shall be subject to customary representations and warranties, title insurance, and closing mechanics.