

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is effective as of the ____ day of July, 2022, by and between Harvest Fresh Produce Inc, a Washington corporation (hereinafter called "**Seller**"), and [____], a [____], (hereinafter called "**Purchaser**"). The parties to this Agreement hereby covenant and agree as follows:

ARTICLE 1 PURCHASE AND SALES OF REAL PROPERTY

1.1 AGREEMENT TO SELL AND PURCHASE. Subject to the terms and conditions hereof, Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase from Seller, for the amounts and on the terms provided in this Agreement, all of Seller's right, title and interest in and to that certain parcel of real property located in Adams County, Washington, legally described on Exhibit A attached hereto (the "**Real Estate**"), including all buildings, improvements and fixtures, if any, located thereon (collectively, the "**Improvements**") and all rights, privileges, easements and rights of way appurtenant to said Real Estate (collectively, the "**Appurtenances**") (collectively referred to as the "**Property**").

1.2 EXCLUDED PROPERTY. Notwithstanding anything herein to the contrary, "**Property**" does not include the books, papers, and records of Seller.

1.3 PAYMENT FOR THE PROPERTY. Purchaser shall pay to Seller the sum of [____] Dollars (\$____) (the "**Purchase Price**") for the Property as follows: (a) the sum of [____] Dollars (\$____) in cash funds or wire transfer upon the execution of this Agreement as earnest money and (b) the balance of the Purchase Price in cash funds or wire transfer on the Closing Date.

ARTICLE 2 CLOSING

2.1 CLOSING AND CLOSING DOCUMENTS. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place on or before August 31, 2022 (the "**Closing Date**") at Sackmann Law Office, Othello, Washington, or on such other date, or at such other location, as is mutually agreed upon by the Seller and Purchaser, in which case "**Closing Date**" means the date so agreed. Any failure of the Closing to occur will not *ipso facto* result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. The Closing shall be effective as of the close of business on the Closing Date or as otherwise mutually agreed upon by the Seller and Purchaser. The following matters will be handled at Closing:

(a) Seller Deliveries. Subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall deliver to Purchaser:

(1) a general warranty deed ("**Deed**") duly executed by Seller, conveying to Purchaser good and marketable title to the Real Estate, Improvements and Appurtenances free and clear of any charge, claim, community property interest, easement, covenant, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or restriction of any kind ("**Encumbrances**"), subject only to Permitted Encumbrances (as hereinafter defined);

(2) such other instruments of sale, assignment, transfer or delivery reasonably requested by Purchaser to cause Seller to sell, assign, transfer and deliver the Property to Purchaser.

(b) Purchaser Deliveries. Subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall deliver to Seller the Purchase Price in accordance with the terms of Section 1.3 above.

2.2 CLOSING COSTS AND PRORATIONS.

(a) The Payment of Real Estate Taxes and Assessments. The real estate taxes and any installments of special assessments due and payable for 2021 and in prior years are the responsibility of Seller. The real estate taxes payable for 2022 (including unpaid installments of special assessments, if any) shall be prorated between the Purchaser and Seller to the date of closing, based on the most recent tax statement available, with the necessary adjustments to be made at the time of closing. All unpaid installments of real estate taxes and special assessments payable in 2023 and thereafter shall be paid by Purchaser.

(b) The Payment of Personal Property Taxes. The personal property taxes due and payable for 2021 and in prior years, if any, are the responsibility of Seller. The personal property taxes payable for 2022, if any, shall be prorated between the Purchaser and Seller to the date of closing, based on the most recent tax statement available, with the necessary adjustments to be made at the time of closing. All unpaid installments of personal property taxes payable in 2023 and thereafter shall be paid by Purchaser.

(c) The Payment of the Real Estate Excise Tax. Seller shall pay the real estate excise tax.

(d) The Payment of Closing Costs. Closing fees charged by the closing agent, if any, shall be shared equally between the parties. Seller shall be responsible for preparation of the Deed and preparation of and recording expense of all releases, satisfactions, and corrective documents. Purchaser shall be responsible for recording of the Deed to Purchaser. Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting, therefore.

(e) Utilities, Water and Sewer. All utilities shall have a final reading as of the Closing Date and then be transferred to Purchaser on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Purchaser shall be responsible for all charges after the final reading.

(f) Except as otherwise expressly provided for in this Agreement, each party shall pay its own attorney's fees and other expenses (including, without limitation, expenses of investigation, settlement, litigation and attorney's fees and costs incurred in connection therewith) in connection with the negotiation of this Agreement, the performance of their respective obligations under this Agreement and the consummation of the transactions contemplated by this Agreement, whether consummated or not.

ARTICLE 3

SURVEY AND TITLE EXAMINATION

3.1 THE SURVEY. The Purchaser shall have the right to obtain a survey for the real estate being sold hereunder and Purchaser will be responsible for paying all costs in connection with the preparation (and recording) of the survey.

3.2 TITLE INSURANCE AND MARKETABLE TITLE TO THE REAL ESTATE.

The Title Commitment. Purchaser acknowledges and agrees that it has been given a commitment for an owner's policy of title insurance (the "Title Commitment"), issued by Chicago Title Company of Washington (the "Title Company"). The Title Commitment is based upon the description of the Real Estate provided by the Seller and shows fee title in the Seller, subject only to the reservations, restrictions and easements of record set forth in the Title Commitment (the "Permitted Encumbrances"). Purchaser acknowledges and agrees that prior to execution of this Agreement, Purchaser has had the opportunity to review the Title Commitment, is satisfied with the condition of the Title, and hereby accepts the condition of the Property.

ARTICLE 4

ENVIRONMENTAL ASSESSMENT

Purchaser acknowledges and agrees that it has had the opportunity to enter the Property, prior to execution of this Agreement, to conduct an environmental assessment. By executing this Agreement, Purchaser acknowledges that Purchaser is satisfied with the environmental condition of the Property and accepts the Property "AS IS, WHERE IS AND WITH ALL FAULTS" as set forth in Section 5.1(e) of this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Purchaser as follows:

(a) Incorporation and Corporate Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite corporate action of Seller and no other proceedings on Seller's part are necessary to authorize the execution, delivery, and performance of this Agreement. This Agreement has been duly executed and delivered by Seller and, assuming that this Agreement is the valid and binding agreement of Purchaser, constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) No Breach. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement do not conflict with

or result in any breach of any of the provisions of, or constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration of any Encumbrance, charge or authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the organizational documents of Seller or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Seller or the Property are bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Seller or the Property are subject. No consent, approval, or authorization of any governmental or regulatory authority is required to be obtained by Seller in connection with its execution, delivery and performance of this Agreement.

(d) Title to Real Estate. This Agreement sets forth the legal description of the Real Estate. Seller owns good and marketable title to the Real Estate, and, on the Closing Date, Seller will convey to Purchaser fee simple absolute title to the Real Estate free and clear of all Encumbrances other than Permitted Encumbrances.

(e) No Other Representations or Warranties. **THE PROPERTY IS SOLD BY SELLER ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS AND SELLER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENVIRONMENTAL CONDITION, EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS SUBSTANCES OR WASTES IN, ON, UNDER OR AFFECTING THE PROPERTY, PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND THAT ANY BUILDINGS OR OTHER IMPROVEMENTS INCLUDED ON THE REAL ESTATE ARE LOCATED ENTIRELY WITHIN ANY APPLICABLE BOUNDARY LINES. PURCHASER EXPRESSLY AGREES THAT THIS SECTION 5.1(e) SHALL SURVIVE THE CLOSING DATE AND THE DELIVERY OF ANY CONVEYANCING DOCUMENTS.**

5.2 PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser represents and warrants to Seller as follows:

(a) Incorporation and Corporate Power. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington and has all requisite corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

[OR]

(a) Organization and Power. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington and has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement.

[OR]

(a) Authority. Purchaser has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all requisite **[corporate]** action of Purchaser and no other proceedings on Purchaser's part are necessary to authorize the execution, delivery, and performance of this Agreement. This Agreement has been duly executed and delivered by Purchaser and, assuming that this Agreement is the valid and binding agreement of Seller, constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) No Breach. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement do not conflict with or result in any breach of any of the provisions of, or constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration of any encumbrance, charge or authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the organizational documents of Purchaser or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Purchaser is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Purchaser is subject. No consent, approval, or authorization of any governmental or regulatory authority is required to be obtained by Purchaser in connection with its execution, delivery and performance of this Agreement.

(d) Inspection. **PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT PURCHASER HAS, IN FACT, INSPECTED THE PROPERTY AND THAT PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS FROM SELLER SUBJECT TO THE DISCLAIMER SET FORTH IN SECTION 5.1(E) OF THIS AGREEMENT.**

5.3 SURVIVAL. The representations and warranties made by Purchaser and Seller in this Agreement shall survive until the expiration of the applicable statute of limitation with respect to actions or proceedings that could result in a claim thereunder.

ARTICLE 6 CONDITIONS TO CLOSING

6.1 CONDITIONS TO OBLIGATIONS OF SELLER. Notwithstanding anything to the contrary contained herein, the obligation of Seller to take the actions required to be taken by it at the Closing is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Seller, at its election, evidenced by written notice delivered to Purchaser at or prior to the Closing, may waive any of such conditions:

(a) Purchaser shall have (1) paid the full balance of the Purchase Price in accordance with Section 1.3 above; (2) paid all other sums of money required under this Agreement; and (3) taken or caused to be taken all the other actions required of Purchaser pursuant to this Agreement.

(b) Purchaser shall not be in default of any covenant or agreement to be performed by Purchaser under this Agreement and shall have performed all other obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) On the Closing Date all representations and warranties made by Purchaser in this Agreement shall be true and correct as if made on the Closing Date.

6.2 CONDITIONS TO OBLIGATIONS OF PURCHASER. Notwithstanding anything to the contrary contained herein, the obligation of Purchaser to take the actions required to be taken by it at the Closing and pay the Purchase Price in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(a) Seller shall have executed and delivered to Purchaser all the documents required to be delivered by Seller at the Closing and shall have taken all other actions required of Seller at the Closing.

(b) All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as if made on the Closing Date, provided, however, to the extent the facts and circumstances underlying such representations and warranties may have changed as of the Closing Date, Seller shall have the right to update its representations and warranties as of the Closing Date and Purchaser shall be obligated to consummate the transactions contemplated by this Agreement on the Closing Date.

ARTICLE 7 GENERAL TERMS AND CONDITIONS

7.1 ASSIGNMENT. This Agreement will be binding upon and will inure to the benefit of Purchaser and Seller and their respective successors and assigns; provided, however, that Purchaser may not assign its right or delegate its duties under this Agreement without the express prior written consent of Seller, which consent may be granted or withheld in the sole and absolute discretion of Seller.

7.2 SURVIVAL OF REPRESENTATIONS, WARRANTIES, AGREEMENTS, AND CLAIMS. All representations, warranties, and agreements made in connection with this Agreement will survive the Closing Date. The parties will therefore be able to pursue claims related to those representations, warranties, and agreements after the Closing Date, unless those claims are barred by the applicable statutes of limitation.

7.3 NO WAIVER. If either party to this Agreement fails to insist upon strict performance of any obligation under this Agreement, that failure will not result in a waiver of that party's right to demand strict performance in the future. This will still be the case no matter how long the failure to insist upon strict performance continues.

7.4 ENTIRE AGREEMENT. This Agreement, the exhibits to it, and the other documents that may be required in connection with the Closing, set out the entire agreement between the parties regarding the purchase and sale of the Property, and the other matters set out in this Agreement and said other documents. The parties agree that there are no other oral or written understandings or agreements between them regarding these matters.

7.5 INTERPRETATION. This Agreement will be interpreted in a fair and neutral manner, without favoring one party over the other. No provision of this Agreement will be interpreted for or against any party because the provision was drafted by that party or its legal representative.

7.6 AMENDMENT, MODIFICATION, OR WAIVER. No amendment, modification, or waiver of any provision of this Agreement will be effective unless it is made in writing, unless it is signed by the parties to be bound by it, and unless it clearly specifies the extent and nature of the amendment, modification, or waiver.

7.7 SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or an arbitration tribunal, such provision shall be limited to the minimum extent necessary to render such provision valid and enforceable or will be excised from this Agreement as circumstances require and this Agreement shall be construed as if such provision had been incorporated into this Agreement as so limited, or, if such provision had not been included in this Agreement, as the case may be, and enforced to the maximum extent permitted by applicable law.

7.8 NOTICES. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered if personally delivered by hand, with written confirmation of receipt; (b) when received if sent by a nationally recognized overnight courier service, receipt requested; (c) five business days after being mailed, if sent by first class mail, return receipt requested; or (d) when receipt is acknowledged by an affirmative act of the party receiving notice, if sent by electronic transmission device provided that such acknowledgement does not include an acknowledgment generated automatically by an electronic transmission device. Until a party receives written notice in the manner prescribed by this Section 7.8 to the contrary from the other party, Purchaser and Seller can assume that the following are the proper addresses of Purchaser and Seller:

Purchaser:

Seller:

Harvest Fresh Produce Inc.
P O Box 510
Othello, WA 99344
Attention: Ted Tschirky, Owner

7.9 CONSTRUCTION. Purchaser and Seller have participated jointly in the negotiation and drafting of this Agreement. In addition, Purchaser and Seller each acknowledge that it is sophisticated and, to the extent it deemed necessary, has been advised by counsel and other advisors, as necessary, in connection with the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by Purchaser and Seller and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Purchaser and Seller intend that each representation, warranty, covenant, undertaking, and agreement contained in this Agreement will have independent significance. If Purchaser or Seller has breached any representation, warranty, covenant, undertaking or agreement contained in this Agreement in any respect, the fact that there exists another

representation, warranty, covenant, undertaking or agreement relating to the same subject matter (regardless of the relative levels of specificity) that the breaching party has not breached will not detract from or mitigate the fact that such party is in breach of the first representation, warranty, covenant, undertaking or agreement. Any reference to any law will be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The headings preceding the text of articles and sections included in this Agreement and the headings to the schedules and exhibits are for convenience only and are not to be deemed part of this Agreement or given effect in interpreting this Agreement. References to sections, schedules or exhibits are to the sections, schedules and exhibits contained in, referred to or attached to this Agreement, unless otherwise specified. The word “including” means “including, without limitation.” A statement that an action has not occurred in the past means that it is also not presently occurring. When any party may take any permissive action, including the granting of a consent, the waiver of any provision of this Agreement or otherwise, whether to take such action is in its sole and absolute discretion. The use of the masculine, feminine or neuter gender or the singular or plural form of words will not limit any provisions of this Agreement. A statement that an item is listed, disclosed or described means that it is correctly listed, disclosed or described, and a statement that a copy of an item has been delivered means a true and correct copy of the item has been delivered.

7.10 EXECUTION. This Agreement may be executed in any number of identical counterparts by facsimile or email (pdf), each of which for all purposes shall be deemed an original, and all of which together shall constitute one instrument. Delivery of executed counterparts by facsimile or other electronic transmission shall be as effective as delivery of originally executed counterparts.

7.11 OTHER DOCUMENTS. Each party to this Agreement agrees to execute such other documents as may be reasonably requested by the other party in order to complete the transactions contemplated by this Agreement.

7.12 REMEDIES CUMULATIVE. Except as otherwise set forth in this Agreement, all remedies set forth in this Agreement are cumulative and concurrent and are in addition to all other available remedies at law or in equity to which Purchaser or Seller may be entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the day and year first above written.

PURCHASER

SELLER

Harvest Fresh Produce Inc.

By: _____
Its: _____