SUMMARY PLAN DESCRIPTION

FOR THE

CHELAN FRESH MARKETING 401(k) PLAN AND TRUST

EFFECTIVE JANUARY 1, 2024

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FOR THE
CHELAN FRESH MARKETING
401(k) PLAN AND TRUST

(1) General. The name, address and Federal employer identification number of your Employer are as follows:

Alta Fresh, LLC (dba Chelan Fresh Marketing)
EIN: 20-0154583

Apple House Warehouse & Storage, Inc.
EIN: 26-0465383

ADF Helicopters I, L.P.
EIN: 46-4929386

Brewster Heights Packing & Orchards, L.P.
EIN: 76-0707748

Cascade Holdings Group, L.P.
EIN: 68-0519405

Crane Ranch Packing & Orchards, LLC
EIN: 88-3736177

Gebbers Cattle, Ltd.
EIN: 91-1555997

Address for Plan Administrator:

Brewster Heights Packing & Orchards, L.P.
P.O. Box 735
Brewster, Washington 98812

The above Employers have joined together in establishing a 401(k) profit sharing retirement plan ("Plan") to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability or in the event of your termination of employment prior to retirement. If after reading this Summary you have any questions, you should direct your questions to the Plan Administrator identified in Section (4). We emphasize that this Summary is a highlight of the more important provisions of the Plan. If there is a conflict between a statement in this Summary and in the Plan, the terms of the Plan will control. A copy of the Plan is available from your Employer by request.

(2) Identification of Plan. The Plan is known as the Chelan Fresh Marketing 401(k) Plan and Trust. Your Employer has assigned 001 as the Plan identification number. The Plan Year is the period on which the Plan maintains its records, January 1 through December 31. The Plan received a favorable IRS Opinion Letter on the qualified status of the Plan dated June 30, 2020.

(3) Type of Plan. The Plan is commonly known as a 401(k) profit sharing plan. Section (8) of this Summary, entitled "Contributions," explains how you make 401(k) deposits to the Plan and share in your Employer's annual contribution(s) to the Trust fund and the extent to which your Employer has an obligation to make annual contribution(s) to the Trust fund. The fact that your Employer has joined together with a number of other Employers in establishing the Plan means that

the Internal Revenue Service (the "IRS") treats the Plan as a "Multiple-Employer" Plan within the meaning of Section 413(c) of the Internal Revenue Code (the "IRC"). Under these rules, Brewster Heights Packing & Orchards, L.P., is treated as the "Lead Employer" and all other co-sponsoring Employers are treated as "Participating Employers."

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balance at the time of your retirement or other distributable event. Your account balance will reflect the annual allocations, the period of time you participate in the Plan and the success of the Plan in investing and re-investing the assets of the Trust fund. Furthermore, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under certain plans which provide for fixed and determinable retirement benefits such as a "defined benefit" pension plan. Since this Plan does not provide a fixed and determinable "defined benefit" pension at retirement, the PBGC does not include this Plan within its insurance program.

(4) Plan Administrator. Brewster Heights Packing & Orchards, L.P., (the "Lead Employer") is designated as the Plan Administrator. The Lead Employer's telephone number is (509) 689-3424. The Plan Administrator is responsible for providing you and other participants with information regarding your rights and benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan are Devitt D. Barnett, c/o Eisenhower Carlson PLLC, 909 A Street, Suite 600, Tacoma, WA 98402. A legal processor also may serve the Trustee of the Plan or the Plan Administrator.

Your Employer has joined together with all other co-sponsoring Employers in appointing an Advisory Committee to assist in the administration of the Plan. The Advisory Committee has the responsibility for making all discretionary determinations under the Plan and for giving distribution directions to the Trustee. The members of the Advisory Committee may change from time to time. You may obtain the names of the current members of the Advisory Committee from the Plan Administrator.

(5) Trustee/Trust Fund. The Lead Employer has appointed Sharla Austin, Brooke McGuire and Tom Riggan to hold the office of Trustee. The Trustee will hold all amounts each Employer contributes to it in a Trust fund. Upon the direction of the Advisory Committee, the Trustee will make all distribution and benefit payments from the Trust fund to participants and beneficiaries. The Trustee will maintain Trust fund records on a Plan Year basis (see Section (2)).

(6) Hours of Service. The Plan and this Summary Plan Description include references to hours of service. The Plan conditions your eligibility to participate, your right to share in certain Employer contributions for a Plan Year and your advancement on the vesting schedule upon your completing a minimum number of hours of service during a specified period, such as the Plan Year. The sections of this Summary covering eligibility to participate, employer contributions and vesting in employer

contributions explain this aspect of the Plan in the context of those topics. However, hour of service has the same meaning for all purposes under the Plan.

The Department of Labor, in its regulations, has prescribed various methods under which the Employer may credit hours of service. Your Employer has selected the "actual" method for crediting hours of service. Under the actual method, you will receive credit for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If your absence from employment is due to maternity or paternity leave, you will receive credit for unpaid hours of service related to your leave not to exceed 501 hours. The Advisory Committee will credit those hours to the first period during which you otherwise would incur a one (1) year break in service as a result of the unpaid absence. In addition, if your absence is due to qualified military service, the Advisory Committee will credit you with hours of service in accordance with the Uniformed Services Employment and Re-employment Rights Act ("USERRA").

(7) Eligibility to Participate. In order to become a Participant, you must complete one (1) year of service and attain age twenty-one (21). You will become a Participant on the January 1 or July 1 that coincides with or immediately follows the date on which you complete the age and service requirements. In addition, the Plan contains special rules for crediting your Hours of Service if you previously worked for Borton & Sons, Inc. ("Borton Fruit"), Crane & Crane, Inc., C&S Orchards II, LP and Gebbers Cattle, Ltd. Under these provisions, you will receive credit for your Hours of Service with the foregoing entities, in determining your eligibility to enter the Chelan Fresh Marketing 401(k) Plan.

The Plan defines "year of service" as a twelve (12) month eligibility service period in which you work at least 1,000 hours for your Employer. The twelve (12) month period starts on your first day of employment with your Employer. For example, if you begin work on May 15 of a particular Plan Year and work 1,000 hours from that May 15 through the following May 14, you would enter the Plan on the July 1 immediately following the completion of one year of service assuming you are at least age 21 when you complete one year of service. If you have not yet attained age 21 when you complete one year of service, then you will become a participant in the Plan on the January 1 or July 1 immediately following your attaining age 21.

If you terminate employment after becoming a participant in the Plan and later return to employment with any of the co-sponsoring Employers, you will re-enter the Plan immediately upon your re-employment. Also, if you terminate employment after satisfying the Plan's eligibility conditions but before actually becoming a participant in the Plan, you will become a participant in the Plan on the later of your scheduled entry date or your re-employment date. If you terminate employment before satisfying the eligibility conditions and later return to employment, you must satisfy the eligibility conditions before you are eligible to participate in the Plan.

The Plan specifically excludes the following individuals from participation in the Plan: (a) all employees working in a classification of employees covered by a collective bargaining agreement, (b) all nonresident aliens with no U.S. source income, (c) all "leased employees" as defined in the

Plan, (d) all independent contractors regardless of any reclassification or attempted reclassification by the Internal Revenue Service, court of law or other governing authority, and (e) all part-time temporary or seasonal employees (including any H-2A employees) who are regularly scheduled and actually work less than 1,000 hours of service in the relevant eligibility computation period(s).

(8) Contributions.

401(k) Arrangement. The Plan includes a "401(k) Arrangement," under which you may elect to have your Employer contribute a portion of your current compensation to the Plan. The contributions your Employer makes under your election are 401(k) "elective deferrals" and can either be made on a "pre-tax" basis or an "after-tax" basis by you, as described below under "Roth 401(k) Deferral Contributions." The Advisory Committee will allocate your elective deferrals to a separate account designated by the Plan as either your pre-tax 401(k) Deferral Contributions Account, or your Roth 401(k) Deferral Contribution Account.

As a Participant in the Plan, you may enter into a salary reduction agreement with your Employer. The Advisory Committee will provide you with a salary reduction form that will explain your salary reduction options. Your Employer will withhold from your compensation the amount you have agreed to have your Employer contribute to the Plan as an elective deferral.

For any calendar year, your elective deferrals may not exceed a specific dollar amount as determined by the Internal Revenue Service. For example, for calendar year 2024, the maximum dollar amount is $23,000. If your elective deferrals for a particular calendar year exceed the dollar limitation in effect for that calendar year, the Plan will refund the excess amount, plus any earnings (or loss) allocated to that excess amount. If you participate in another "401(k) Arrangement" or in similar arrangements under which you elect to have an employer contribute on your behalf, your total elective deferrals may not exceed the dollar limitation in effect for that calendar year. The IRS Form W-2 that you receive from each employer for the calendar year will report the amount of your elective deferrals for that year under each employer's plan. If your elective deferrals exceed the dollar limitation in effect for that calendar year, you should decide which plan you wish to designate as the plan with the excess amount. If you designate this Plan as holding the excess amount for any calendar year, you must notify the Advisory Committee of your designation by March 1 of the following calendar year. The Trustee of this Plan will then distribute the excess amount to you, plus earnings (or loss) allocated to the excess amount.

Roth 401(k) Deferral Contributions. The Plan was recently amended to provide you with a new way to save money in the Plan, money that will not be taxed when you take a Plan distribution. This new way for you to defer money into the Plan is called a "Roth 401(k) deferral." You will be able to continue making deferrals as you always have (these are pre-tax 401(k) deferrals and are referred to as Regular 401(k) deferrals), or you may make Roth after-tax 401(k) deferral. In either case, your salary deferrals are fully "vested" at all times. If you make a Regular 401(k) deferral, then your current taxable income is reduced by the deferral contribution so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Regular 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

With a Roth 401(k) deferral, you must pay current income tax on the deferral contribution. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a *qualified* distribution from your Roth 401(k) deferral account.

In order to be a *qualified* distribution, the distribution must occur after one of the following: (1) your attainment of age 59½, (2) your Disability, or (3) your death. *In addition*, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning in the calendar year in which you first make a Roth 401(k) contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on March 31, 2020, your participation period would end on December 31, 2024. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth 401(k) deferral account is *not* a qualified distribution, the earnings distributed with the Roth 401(k) deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed. Whenever you receive a distribution, the Advisory Committee will deliver to you a more detailed explanation of your options. However, the tax rules are very complex and you should consult with qualified tax counsel before making a choice.

Special 401(k) Catch-up Contributions. Each participant who is eligible to make 401(k) elective deferrals under the Plan, and who has attained age 50 before the close of the Plan Year, will also be eligible to make catch-up contributions in accordance with special limitations announced annually by the IRS. These special "catch-up" contributions are in addition to the maximum dollar limitations described in the immediately preceding paragraphs, and are currently $7,500 in 2024. As an example, assume that you are an eligible participant and defer $23,000 into your 401(k) account during the 2024 Plan Year. Assume also that you are age 50 as of September 1, 2024, and desire to make an additional $7,500 catch-up contribution under the provisions of this paragraph. During the 2024 Plan Year, your combined 401(k) and catch-up contributions could be as high as $30,500 (i.e., $23,000 plus $7,500 = $30,500). You will always be 100% vested in any catch-up contributions you make to the Plan, and these contributions will be subject to the ordinary rules regarding 401(k) contributions with respect to deductibility from your current income and subject to employment taxes as would be the case for your ordinary 401(k) deposits. Distributions of these amounts will occur in the same manner as your 401(k) deferrals made under the Plan.

Safe-Harbor Matching Contributions. In accordance with the Notice issued by your Employer, the Plan is intended to satisfy the "safe-harbor" matching contribution rules under the Internal Revenue Code. Under this provision, your Employer will contribute matching contributions on a dollar-for-dollar basis on your 401(k) salary deferrals up to 3% of your compensation, and then a 50 cents on the dollar matching contribution on your salary deferrals from 3% to 5% of your compensation. The above safe-harbor matching contribution formula is applied on a monthly basis. As an example, assume that your compensation during a particular month is $3,000. Assume also

that you elect to defer $300 or 10% of that month's compensation into the Plan. Your Employer will provide you with a matching contribution of $120 (a $90 match on the first $90 of 401(k) deferrals and $30 on the next $60). Your Employer will continue to make safe-harbor matching contributions during each calendar month throughout the Plan Year in which you make 401(k) salary deferral contributions. You will always be 100% vested in the safe-harbor matching contributions your Employer makes to the Plan. However, these contributions may not be withdrawn until you separate from service, attain age 59½, or become disabled.

Additional Matching Contributions. Each co-sponsoring Employer has also reserved the right to contribute discretionary matching contributions to the Plan in an amount determined by each Employer in its discretion. Your Employer may choose not to contribute to the Plan for any particular Plan Year. For each Plan Year in which your Employer does elect to contribute to the Trust fund, the Advisory Committee will allocate the matching contribution to the separate accounts maintained for participants. The Advisory Committee will base your allocation upon the formula declared by your Employer as part of its "discretionary" matching contribution election for that Plan Year. However, unlike the Safe-Harbor Matching Contributions described in the preceding paragraph, the "discretionary" Matching Contributions described in this paragraph will generally not be made on a monthly basis throughout the Plan Year, and instead will be declared and allocated as of the last day of each Plan Year, unless your Employer elects otherwise.

Profit Sharing Contributions. Each co-sponsoring Employer has also reserved the right to contribute "profit sharing" contributions to the Plan in an amount determined by each Employer in its discretion. Your Employer may choose not to contribute to the Plan for any particular Plan Year. For each Plan Year in which your Employer does elect to contribute to the Trust fund, the Advisory Committee will allocate the contribution to the separate accounts maintained for participants employed by that particular Employer. The Advisory Committee will base your allocation upon your proportionate share of the total compensation paid during that Plan Year to all participants employed by that Employer under the Plan. For example, if your compensation for a particular Plan Year is $30,000 and the compensation for all participants employed by that Employer is $300,000 for the Plan Year, the Advisory Committee will allocate 10% of that Employer's contribution for the Plan Year to your separate account.

If there are participant forfeitures under the Plan, the Advisory Committee will allocate those forfeitures to the remaining participants as an "offset" against any Employer matching contribution obligation your Employer has for the year in which the forfeiture occurs, and then in the same manner as it allocates the Employer's profit sharing contribution for the Plan Year. Forfeitures may also be used to pay administrative expenses incurred in the operation of the Plan.

The contribution allocation described in this Section (8) may vary for certain employees if the Plan is top heavy. Generally, the Plan is top heavy if more than 60% of the Plan's assets are allocated to the accounts of Key Employees (i.e., certain owners and officers). If the Plan is top heavy, any Participant who is not a Key Employee and who is employed on the last day of the Plan Year, may not receive a contribution allocation which is less than a certain minimum amount. Usually that minimum is 3%, but if the contribution allocation for the Plan Year is less than 3% for all of the Key Employees, the top heavy minimum contribution is the smaller allocation rate. If you are a

Participant in the Plan, your allocation described in this Section (8) in most cases will be equal to or greater than the top heavy minimum contribution allocation.

With limited exceptions, you must complete 1,000 hours of service during a Plan Year in order to share in the allocation of your Employer's profit sharing contributions, if any, for that Plan Year. Your employment on the last day of the Plan Year is also a condition to sharing in the Employer profit sharing contributions for the Plan Year. The 1,000 hours of service requirement and employment on the last day of the Plan Year do not apply to the allocation of your pre-tax and/or Roth 401(k) elective salary deferral contributions nor to an allocation of safe-harbor and any additional "discretionary" matching contributions for the Plan Year.

(9) Roth After-Tax Contributions. The Plan currently allows you to make Roth after-tax contributions to the Trust fund. See Section (8).

(10) Vesting in Contributions. Your interest in any 401(k) salary deferral contributions and safe-harbor matching contributions allocated to your account will be 100% vested (nonforfeitable) at all times. In addition, your interest in any profit sharing contributions and additional "discretionary" matching contributions your Employer makes to the Plan for your benefit will become 100% vested (nonforfeitable) upon your attaining the Plan's normal retirement age of 65, or if you terminate employment because of death or disability. If you terminate employment prior to normal retirement age for any reason other than death or disability, then your interest in any profit sharing contributions and additional "discretionary" matching contributions your Employer makes to the Plan for your benefit will become vested in accordance with the following schedule:

Years of Service	Nonforfeitable %
Any service less than 2 years	None
At least 2 years	20%
At least 3 years	40%
At least 4 years	60%
At least 5 years	80%
At least 6 or more years	100%

In general, you will receive a year of service credit for purposes of the vesting schedule for all Plan Years (even though not consecutive) during which you work at least 1,000 hours for your Employer. You will receive credit for years of service with your Employer prior to the time your Employer established the Plan and for years of service vesting credit prior to the time you became a participant in the Plan. If you complete 1,000 hours of service during a Plan Year, you will receive vesting credit for that Plan Year even though not employed on the last day of the Plan Year. The Plan provides two methods of vesting forfeiture which may apply before a Participant becomes 100% vested in his Employer contribution account. The primary method of vesting forfeiture is the "forfeiture break in service" rule. The secondary method of forfeiture is the "cash out" rule. Also see Section (15) relating to loss or denial of benefits.

Forfeiture Break in Service Rule. Termination of employment alone will not result in a forfeiture under the Plan unless you do not return to employment with the Employer before incurring a

"forfeiture break in service." A "forfeiture break in service" is a period of five (5) consecutive Plan Years in which you do not work more than 500 hours in each Plan Year comprising the five (5) year period. For example, assume you are 100% vested in your 401(k) and safe-harbor matching account and 60% vested in your remaining account balance. After working 300 hours during a particular Plan Year, you terminate employment and perform no further service for the Employer during the next four (4) Plan Years. Under this example, you would have a "forfeiture break in service" during the fourth Plan Year following the Plan Year in which you terminated employment because you did not work more than 500 hours during each Plan Year of a five (5) consecutive Plan Year period. Consequently, you would forfeit the 40% non-vested portion of your account. If you had returned to employment with the Employer at any time during the five (5) consecutive Plan Year period and worked at least 501 hours during any Plan Year within that period, you would not incur a forfeiture under the "forfeiture break in service" rule during that five (5) consecutive Plan Year period.

Cash Out Rule. The cash out rule applies if you terminate employment and receive a total distribution of the vested portion of your account balance before you incur a forfeiture break in service. For example, assume you terminated employment during a particular Plan Year after completing 800 hours of service. Assume further the total value of your fully vested 401(k) and safe-harbor matching account is $10,000 and your remaining account balance of $6,000 is 60% vested. Before you incur a forfeiture break in service, you receive a distribution of the $10,000 401(k) and safe-harbor matching account and the $3,600 vested portion of your remaining account balance. Upon payment of the vested portion of your account balance, you would forfeit the $2,400 nonvested portion. If you return to employment before you incur a "forfeiture break in service," you may have the Plan restore your "cash out forfeiture" by repaying the amount of the distribution you received attributable to your Employer contributions. This repayment right applies only if you do not incur a "forfeiture break in service." You must make this repayment no later than the date which is five (5) years after you return to employment with your Employer. Upon your re-employment with the Employer, you may request that the Advisory Committee provide you with an explanation of your rights regarding the repayment option.

If the vested portion of your account balance does not exceed $1,000, the Plan will distribute the vested portion of your account balance to you in a lump sum, without your consent. This involuntary cash-out distribution will result in the forfeiture of your nonvested account balance, in the same manner as an employee who voluntarily elects to receive a cash-out distribution. Furthermore, upon your re-employment, you would have the same repayment option as an employee who elected a cash-out distribution, provided you return to employment with your Employer before incurring a "forfeiture break in service."

(11) Payment of Benefits After Termination of Employment. After you terminate employment with your Employer, the time at which the Plan will commence distribution to you depends on whether your vested account balance exceeds either $1,000 or $7,000. If you receive a distribution from the Plan before you attain age 59½, the law generally imposes a 10% penalty on the amount of the distribution you must include in your gross income, unless you qualify for an exception from the penalty. You should consult a tax advisor regarding the 10% penalty. This Summary makes references to your normal retirement age. The normal retirement age under the Plan is age 65.

If your vested account balance does not exceed $1,000, the Plan will distribute the vested portion of your account balance to you in a lump sum as soon as administratively practicable after you terminate employment with your Employer. If your vested account balance exceeds $1,000, but does not exceed $7,000, you will be subject to the Plan's automatic IRA "cash-out rollover" rules unless you select a lump sum distribution or a transfer to an IRA selected by you. If you have already attained normal retirement age when you terminate employment, the Plan must make the distribution to you (or rollover) no later than the 60th day following the close of the Plan Year in which your employment terminates, even if the normal distribution date would occur later. The Plan does not permit you to receive distribution in any form other than a lump sum if your vested account balance does not exceed $7,000.

If your vested account balance exceeds $7,000, the Plan will commence distribution to you at the time you elect to commence distribution. The Plan permits you to elect distribution as of any distribution date permitted under the Plan after you terminate employment with your Employer. A "distribution date" under the Plan means each business day throughout the Plan Year. You may not actually receive distribution on the distribution date you select. The Plan provides the Trustee with an administratively reasonable period of time following a particular distribution date in order to make the actual distribution to any participant.

The Advisory Committee will provide you with a notice explaining your right to elect distribution from the Plan and the forms necessary to make your election. If you do not make a distribution election, the Plan will commence distribution to you on the 60th day following the close of the Plan Year in which the latest of three events occurs: (1) your attainment of normal retirement age; (2) your attainment of age 62; or (3) your termination of employment with your Employer. To determine whether your vested account balance exceeds either $1,000 or $7,000, the Plan looks to the last valuation of your account prior to the scheduled distribution date.

With limited exceptions, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 73, if you have terminated employment with your Employer. However, if your employment continues beyond age 73, your required minimum distributions can be postponed until you actually terminate your employment. See below, under Forms of Benefit Payment. The above required distribution date overrides any contrary distribution date described in this Summary. If your Employer terminates the Plan before you receive a complete distribution of your vested benefits, the Plan may make a distribution to you before you otherwise would elect to receive your distribution. Upon Plan termination, if your vested account balance exceeds $7,000, you will receive an explanation of your distribution rights.

For purposes of making the distribution of any portion of your vested account balance, the Plan refers to the latest valuation of your account balance. The Plan requires valuation of the Trust fund, and adjustment of participant accounts, as of the last day of the Plan Year. The Advisory Committee may also require a valuation on any other date. To the extent that the Trust is invested in daily priced and/or "unitized" funds and utilizes a daily priced record-keeping system, the term "valuation date" will mean each business day throughout the Plan Year in which such funds are reported and allocated by the Plan record-keeper.

Forms of Benefit Payment. If your vested account balance exceeds $7,000, the Plan permits you to elect distribution under any one of the following methods:

(a) Lump sum.

(b) Installment payments (annually, quarterly or monthly) over a specified period of time, not exceeding your life expectancy or the joint life expectancy of you and your beneficiary in order to comply with the required minimum distribution ("RMD") rules under Code § 401(a)(9) upon attainment of age 73.

The benefit payment rules described in Sections (11) through (14) reflect the current Plan provisions. If the Employer amends its Plan to change benefit payment options, some options may continue for those participants or beneficiaries who have account balances at the time of the change. If an eliminated option continues to apply to you, the information you receive from the Advisory Committee at the time you first are eligible for distribution from the Plan will include an explanation of that option.

(12) Payment of Benefits Prior to Termination of Employment. If you continue to work for your Employer after attaining normal retirement age (age 65), you have the continuing election to request that the Trustee distribute all or any portion of your account balance in the Plan to you. The Advisory Committee will provide you with a form for this purpose. You may also be eligible to receive a distribution of your 401(k) deferrals (plus earnings) if you have attained age 59½ or if you incur an immediate and heavy financial hardship. A hardship distribution must be on account of any of the following: (1) expenses for medical care incurred by the Participant, by the Participant's spouse, or by any of the Participant's dependents; (2) the purchase (excluding mortgage payments) of a principal residence for the Participant; (3) the payment of post-secondary education tuition, for the next 12-month period, for the Participant, for the Participant's spouse, or for any of the Participant's dependents; (4) to prevent the eviction of the Participant from his principal residence or the foreclosure on the mortgage of the Participant's principal residence; (5) payments for certain burial or funeral expenses for your spouse, your parent(s), your child or other dependent; or (6) payment for damage or repair to your principal residence that would qualify as a "casualty loss" under the Code (without regard to the percentage limitation set forth in the Code), and certain FEMA-related disaster losses.

(13) Disability Benefits. If you terminate employment because of disability, the Plan will pay your vested account balance to you in a lump sum as soon as administratively practicable following your termination of employment. However, if your vested account balance exceeds $7,000, the disability distribution rules are subject to an election requirement described in Section (11). In general, disability under the Plan means that due to a physical or mental disability you are unable to perform any substantial gainful employment for an indefinite period of time, which, in the opinion of the Advisory Committee, will be of long continued duration. The Advisory Committee will also consider you disabled if you terminate employment due to a permanent loss of use of a member or function of your body or a permanent disfigurement. The Advisory Committee may require a physical examination in order to confirm your disability.

(14) Payment of Benefits upon Death. If you die prior to receiving all of your benefits under the

Plan, the Plan will pay the balance of your account to your beneficiary. The Advisory Committee will provide you with an appropriate form for naming a beneficiary. If you are married, your spouse must consent to the designation of any nonspouse beneficiary. If your vested account balance payable to your designated beneficiary does not exceed $7,000, the Plan will pay the benefit, in lump sum, to your designated beneficiary as soon as administratively practicable following your death. If your vested account balance payable to your designated beneficiary exceeds $7,000, the Plan will pay the benefit to your designated beneficiary in the form and at the time elected by the beneficiary, unless, prior to your death, you specify the timing and form of the beneficiary's distribution.

Your entire death benefit must generally be paid to your beneficiaries within ten (10) years after your death, unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An eligible designated beneficiary may receive distributions over his or her life, however, if there is no designated beneficiary as of September 30 of the year following the year of your death, your entire interest will be distributed by December 31 of the calendar year containing the fifth (5^{th}) anniversary of your death. An eligible designated beneficiary is defined as any designated beneficiary who is (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a "chronically ill" individual; or (v) an individual who is not more than ten (10) years younger than the Participant. The determination of whether a designated beneficiary is an "eligible" designated beneficiary is made as of the date of the Participant's death. If an eligible designated beneficiary dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within ten (10) years after the death of the "eligible designated beneficiary".

(15) Disqualification of Participant Status -- Loss or Denial of Benefits. There are no specific Plan provisions which provide for a disqualification of your status as a participant under the Plan or for denial or loss of Plan benefits except as provided above. However, you will not receive an allocation of the Employer's contributions during any period of time you are a member of an excluded employment classification as explained under Section (7), "Eligibility to Participate." In addition, if your Plan benefits become payable after termination of employment and the Advisory Committee is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment. Finally, if the Employer terminates the Plan, which it has the right to do, you would receive benefits under the Plan based on your account balance accumulated to the date of the termination of the Plan. Termination of the Plan could occur prior to your attaining normal retirement age. If the Employer terminates the Plan, your discretionary matching and profit sharing account, if any, will also become 100% vested, unless you forfeited the nonvested portion prior to the Plan termination date.

The fact that the Employer has established this Plan does not confer any right to future employment with the Employer. Furthermore, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

(16) Claims Procedures. You need not file a formal claim with the Plan Administrator in order to receive your benefits under the Plan. When an event occurs which entitles you to a distribution of your benefits under the Plan, the Plan Administrator automatically will notify you regarding your distribution rights.

Initial Claim. If you believe that you are being denied rights or benefits under the Plan, you may file a claim in writing with the Plan Administrator. This will be considered a claim for Plan benefits, and it will be subject to a full and fair review.

Claim Denial. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Plan Administrator. This period is generally within 90 days after receipt of your claim, but is within 180 days if you receive a notice of extension before the end of the initial 90 days, due to special circumstances explained in the notice of extension. The extension notice will also indicate the date by which the Plan Administrator expects to render its benefit determination.

If your claim relates to disability benefits under the Plan, the Plan Administrator will provide you with a written notice of denial within a reasonable period of time. This period is generally within 45 days after receipt of your claim, but may be subject to as many as two 30 day extensions due to special circumstances beyond the Plan's control, as explained in the notice of extension provided to you before the end of the initial 45 day or 30 day initial extension period, as applicable. The extension notice will also indicate the date by which the Plan Administrator expects to render its benefit determination. If your disability claim processing is subject to an extension, the extension notice will explain the standards on which entitlement to a benefit is based, any unresolved issues preventing a claim decision and the additional information needed to resolve those issues. You will then have 45 days to provide the specified information.

The written notice of claim denial must contain the following information:

(a) the specific reason or reasons for the denial;

(b) reference to the specific Plan provisions on which the determination is based;

(c) a description of any additional information or material necessary to perfect your claim and an explanation of why such material or information is necessary;

(d) a description of the Plan's review (appeal) procedures and the time limits applicable to a review (appeal) and of the right to bring an action in court under ERISA following denial of the appeal; and

(e) in the case of denial of a disability claim, a discussion of the decision, including:

(i) an explanation of the basis for disagreeing with or not following:

(1) the views you presented to the Plan of health care professionals treating you and vocational professionals who evaluated you;

(2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit

determination, without regard to whether the advice was relied upon in making the benefit determination; and

(3) a disability determination regarding you made by the Social Security Administration which you presented to the Plan.

(ii) If the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

(iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If a notice of claim denial is not furnished to you in accordance with the above rules and within such period, the claim is deemed denied and you may follow the Plan's rules below for appealing the denial, or you may instead file a suit in state or Federal court within a specified time, as described below. Generally, as to a disability claim, the Plan must comply strictly with the Plan's claims procedure, or your claim is deemed denied. However, minor errors which are not prejudicial to your disability claim and which meet certain other conditions, will not result in a deemed denial of your claim.

Appeal of Denied Claim. If your claim has been denied in accordance with the procedures under "Claim Denial" above, and you want to appeal your denied claim, you must follow the claims appeal procedure below.

(a) You must file with the Plan Administrator a written claim appeal no later than 60 days after you have received written notification of the denial of your claim for benefits, or if no written denial of your claim was provided, no later than 60 days after the deemed denial of your claim.

(b) You may submit written comments, documents, records or other information, to the Plan Administrator. The Plan Administrator's review will take into account all of such submissions without regard to whether such information was submitted or considered in the initial benefit determination.

(c) Upon request and free of charge, you will be provided reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(d) If your claim is for disability benefits, then: (i) you will have 180 days after receipt of written notification of the denial of the claim to submit an appeal to the Plan Administrator; (ii) the claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual; (iii) in deciding an appeal of any adverse benefit determination that is based in whole or in part on medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment; (iv) any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination; and (v) the health care professional engaged for purposes of a consultation under (d)(iii) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

Before the Plan can issue an adverse benefit determination on review of a disability benefit claim, the Plan Administrator will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination (or at the direction of the Plan, insurer or such other person) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under paragraph (e) of this section to give you a reasonable opportunity to respond prior to that date. In addition, before the Plan can issue an adverse benefit determination on review of a disability benefit claim based on a new or additional rationale, the Plan Administrator will provide you, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided under paragraph (e) of this section to give you a reasonable opportunity to respond prior to that date.

(e) Your claim appeal must be given a full and fair review by an appropriate named fiduciary of the Plan. If your claim is denied, the Plan Administrator must provide you with written notice of this denial within a reasonable period of time (generally within 60 days and within 45 days in case of a disability claim) after the Plan Administrator's receipt of your written claim appeal. There may be special circumstances (such as the need to hold a hearing) under which this time period may be extended. This extension may only be made, however, when the special circumstances are communicated to you in writing within the 60-day period (within 45 days in case of a disability claim). A notice of an extension of time will indicate the date by which the Plan expects to decide your appeal. If there is an extension, a

decision will be made as soon as possible, but not later than 120 days (90 days in the case of a disability claim) after receipt by the Plan Administrator of your claim appeal.

However, if: (i) your claim is unrelated to disability; (ii) the appeal will be decided by a Plan committee or board of trustees; and (iii) the committee or board holds regular meetings at least quarterly, it will decide your appeal no later than the date of the next meeting which follows receipt of your claim appeal by at least 30 days. If special circumstances require an extension of time, the committee or board will decide your appeal no later than its third meeting following receipt of your appeal. In addition, the Plan Administrator will notify you of the decision as soon as possible, but not later than five days after the decision is made.

(f) The Plan's decision on your claim appeal will be communicated to you in writing and will: (i) include the specific reason or reasons for the denial; (ii) include specific references to the specific Plan provisions on which the decision was based; (iii) advise you of your right to information under (c) just above (and in the case of a disability claim, of your right to the information described above in (e) under "Claim Denial"; and (iv) advise you of your right to file a lawsuit under ERISA (including, in the case of a disability claim, the date on which the 180 day period for bringing suit described below will expire).

(g) If the Plan Administrator's decision on appeal is not furnished to you in accordance with the above rules and within the time limitations described above, your claim will be deemed denied.

If your claim appeal for benefits is denied (or deemed denied), in whole or in part, you may file suit in a state or Federal court. However, the Plan requires that you bring suit within 180 days after the Plan's denial of your claim appeal.

(17) Retired Participant, Separated Participant with Vested Benefit, Beneficiary Receiving Benefits. If you are a retired participant or beneficiary receiving benefits, the benefits you presently are receiving will continue in the same amount and for the same period provided in the mode of settlement selected at retirement. If you are a separated participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefit upon request to the Plan Administrator. There is no Plan provision which reduces, changes, terminates, forfeits, or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount, except as provided in Section (15).

(18) Participant's Rights under ERISA. As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all Plan documents, and copies of all documents filed

by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

(b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(c) Receive a summary of the Plan's annual financial report. ERISA requires the Plan Administrator to furnish each participant with a copy of this summary annual report.

(d) Obtain a statement telling you that you have a right to receive a retirement benefit at the normal retirement age under the Plan and what your benefit could be at normal retirement age if you stop working under the Plan now. See the second paragraph of Section (3). If you do not have a right to a retirement benefit, the statement will advise you of the number of additional years you must work to receive a retirement benefit. You must request this statement in writing. The law does not require the Plan Administrator to give this statement more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate this Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or from exercising your rights under ERISA.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive the materials within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator identified in Section (4). If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of

Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

(19) Federal Income Taxation of Benefits Paid. Existing Federal income tax laws do not require you to report currently as income amounts the Employer contributes to the Plan and which the Advisory Committee allocates to your account. However, when the Trustee ultimately distributes your account balance to you, such as upon your retirement or other distributable event, you must report as income the Plan distributions you receive. The Federal tax laws may permit you to defer Federal income taxation of a distribution by making a "rollover" contribution or a "direct transfer" to your own rollover individual retirement account or to another qualified plan. The forms you receive at the time of your distribution will explain these various options to you. We emphasize that you should consult your own tax advisor with respect to the proper method of reporting any distribution you receive from the Plan.

(20) Participant Direction of Investment. The Plan permits each Participant to direct the investment of his or her account balance under the Plan. The Advisory Committee, upon your request, will provide you with a form for making your investment direction. The investment direction form will explain your investment options and will explain the frequency with which you may change your investment elections. The Trustee will invest your account balance under the Plan in accordance with your written instructions. To the extent you direct the investment of your account balance under the Plan, Section 404(c) of the Employee Retirement Income Security Act of 1974 relieves the Trustee and other Plan fiduciaries from liability for any loss that may result from your exercise of direction of investment for your account.

(21) Participant Loans. The Plan permits the Advisory Committee to adopt a policy under which the Plan may make loans to participants and beneficiaries. A copy of the loan policy adopted by the Advisory Committee may be obtained from any member of the Advisory Committee upon request.

ALTA FRESH, LLC (dba Chelan Fresh Marketing)
BREWSTER HEIGHTS PACKING & ORCHARDS, L.P.
APPLE HOUSE WAREHOUSE & STORAGE, INC.
CASCADE HOLDINGS GROUP, L.P.
CRANE RANCH PACKING & ORCHARDS, LLC
ADF HELICOPTERS I, L.P.
GEBBERS CATTLE, LTD.

January 1, 2024