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<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>			
<p>In re:</p> <p>CORONA – COLLEGE HEIGHTS ORANGE AND LEMON ASSOCIATION,</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:25-bk-14552-RB CHAPTER: 7</p> <p>NOTICE OF SALE OF ESTATE PROPERTY</p>	

Sale Date: 10/07/2025	Time: 11:00 am
Location: United States Bankruptcy Court, Courtroom 303, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☐ Public ☒ Private **Last date to file objections:** 09/23/2025

Description of property to be sold: Purchased Equipment as described in Exhibit A to the Agreement in the Sale and Settlement Motion

Terms and conditions of sale: See attached Sale and Settlement Motion

Proposed sale price: \$100,000.00

Overbid procedure (if any): Not Subject to Overbids - See attached Sale and Settlement Motion

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

October 7, 2025 at 11:00 a.m.

United States Bankruptcy Court

3420 Twelfth Street, Courtroom 303

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

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Date: 09/16/2025

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Chapter 7 Trustee
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **CORONA – COLLEGE HEIGHTS**
13 **ORANGE AND LEMON**
ASSOCIATION,

14 Debtor.
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Case No. 6:25-bk-14552-RB

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR
ORDER:**

**(1) APPROVING SETTLEMENT AND
COMPROMISE OF DISPUTES UNDER
FED. R. BANKR. P. 9019 BY AND AMONG
CHAPTER 7 TRUSTEE, LANDLORD AND
COBANK;**

**(2) APPROVING THE SALE OF PROPERTY
OF THE ESTATE FREE AND CLEAR OF
ALL LIENS, CLAIMS AND
ENCUMBRANCES PURSUANT TO 11
U.S.C. §§363(b)(1) AND (f); AND**

(3) GRANTING RELATED RELIEF;

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
CHARLES W. DAFF IN SUPPORT THEREOF**

Hearing

Date: October 7, 2025

Time: 11:00 a.m.

Place: Courtroom 303

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

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1 **TO THE HONORABLE MAGDALENA REYES BORDEAUX, UNITED STATES**
2 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL**
3 **INTERESTED PARTIES:**

4 Charles W. Daff (“Trustee”), the Chapter 7 trustee for the bankruptcy estate (“Estate”) of
5 Corona – College Heights Orange and Lemon Association (“Debtor”), brings this Motion for Order:
6 (1) Approving Settlement and Compromise of Disputes Under Fed. R. Bankr. P. 9019 by and
7 Among Chapter 7 Trustee, Landlord and CoBank; (2) Approving the Sale of Property of the Estate
8 Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§ 363(b)(1) and (f); and
9 (3) Granting Related Relief (“Motion”). In support of the Motion, the Trustee respectfully
10 represents the below.

11 **I. SUMMARY OF ARGUMENT**

12 When the Debtor filed for bankruptcy, it had ceased operations. During its operating period,
13 the Debtor was a cooperative packaging house for citrus fruits with two plants, one of which is the
14 Riverside plant or the Premises¹ that is the subject of this Motion. The assets at the Premises are
15 over-encumbered by CoBank's blanket lien. The Agreement for which the Trustee seeks approval
16 is a three-party agreement among CoBank, the Landlord, and the Estate for the sale of Purchased
17 Equipment and settlement of the Disputes.

18 Through this Motion, the Trustee requests approval of the Sale and Settlement Agreement
19 (“Agreement”) entered into by and among (1) the Trustee, (2) Arlington Heights Citrus Company,
20 a California corporation (“Landlord”), and (3) CoBank, ACB (“CoBank,” collectively with the
21 Trustee and the Landlord, the “Parties”), a true and correct copy of which is attached as **Exhibit 1**
22 to the Declaration of Charles W. Daff (“Daff Declaration”). The Agreement resolves all disputes,
23 claims, demands and causes of action related to Lease Agreements, Rental Payments,
24 Administrative Claim, Purchased Equipment, and Custodial Rent (“Disputes”).

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28 ¹ All capitalized terms are defined below.

1 As set forth below, the Trustee believes the interests of the creditors and the Estate are best
2 served if this Court approves the proposed Agreement under the four factors set forth by *A & C*
3 *Properties*. The terms of the settlement provide for: (1) the Landlord to pay the Estate \$10,000.00;
4 (2) the Landlord Waiver; (3) Preferential Transfer Waiver; (4) Custodial Rent Waiver; and (5) any
5 third parties asserting any ownership in the Third Party Supplies to arrange for pickup from the
6 Landlord with a release. The Trustee believes, based on his independent investigation and his sound
7 business judgment, that the settlement regarding the Disputes is in the best interest of the Estate.
8 Therefore, based on *A & C Properties*, and on the Trustee's good business judgment, the Trustee
9 respectfully requests the Court approve the Motion.

10 The Agreement also provides for the Landlord to purchase the Purchased Equipment from
11 the Estate for the purchase price of \$100,000.00. The Purchased Equipment is being sold "as is,
12 where is" with no representations whatsoever. Pursuant to the CoBank Agreements and the UCC
13 Financing Statement, CoBank has a lien against the Purchased Equipment. CoBank has agreed that
14 the Estate will receive \$25,000.00 of the Purchase Price as a carveout and that it will release its lien
15 against the Purchased Equipment on the Closing Date. Given that there is no equity above the
16 CoBank's substantial lien against the Purchased Equipment, the sale creates "equity" where there
17 was none. Accordingly, good cause exists to grant the Motion, and the Trustee respectfully requests
18 that the Court grant the Motion, so that the Trustee does not lose this favorable opportunity for the
19 Estate.

20 **II. RELEVANT FACTS**

21 **A. Commencement of the Bankruptcy Case**

22 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on July 7,
23 2025 ("Petition Date").

24 The deadline for filing proofs of claim in this case is November 28, 2025. Currently, the
25 Claims Register for the case reflects that twenty-three (23) claims have been filed totaling
26 \$1,610,500.26 of which \$74,758.14 has been asserted as secured, \$207,316.90 has been asserted as
27 priority and \$1,328,425.22 has been asserted as general unsecured.

28 ///

1 **B. Lease Agreement, Payments to Landlord and Rental Payments**

2 The Debtor and Landlord are parties to that certain Lease, dated November 1, 1990 (as
3 amended by an Amendment No. 1 to Lease dated as of January 1, 1996 and Amendment No. 2 to
4 Lease dated as of December 31, 2000, the "Lease Agreement"), for certain facilities located at 8000
5 Lincoln Avenue, Riverside, California 92504 ("Premises"). The Lease Agreement expired on
6 September 1, 2013. Until the Petition Date, the Debtor remained in possession of the Premises as a
7 month-to-month tenant pursuant to paragraph 11 of the Lease Agreement. On June 16, 2025, the
8 Landlord sent a Thirty-Day Notice to Pay Rent or Quit to the Debtor.

9 Pursuant to Item 3.1 of the Debtor's Statement of Financial Affairs, the Debtor paid the
10 Landlord the following payments in the ninety (90) day preferential transfer period prior to the
11 Petition Date: (1) \$120,000 on April 2, 2025; (2) \$18,075.77 on April 2, 2025; (3) \$18,075.77 on
12 May 15, 2025; and (4) \$17,456.96 on May 29, 2025. Landlord asserts, contrary to the amounts
13 listed in the Debtor's Statement of Financial Affairs, that it received the following payments: (1)
14 \$125,000 in April 2025; (2) \$50,000 in May 2025; and (3) \$54,227.33 for the real property tax
15 reimbursement ("Rental Payments").

16 Landlord asserts that it has a post-petition administrative claim against the Estate totaling at
17 least \$261,716.36 but upwards of \$512,716.36 ("Administrative Claim"). The Administrative
18 Claim is comprised of: (1) rental payments due since the Petition Date at \$62,250.00 per month (if
19 applying a fifty percent rental rate) or \$150,000.00 per month base rent for four (4) months; (2)
20 property taxes totaling \$36,000.00 for four (4) months; and (3) at least \$12,716.36 in additional
21 post-petition expenses related to the Lease Agreement.

22 The Landlord asserts that it has a claim against CoBank for the rent for custodial time from
23 the date the Debtor defaulted on the Lease Agreements to the present date ("Custodial Rent").

24 **C. CoBank Agreements and UCC Financing Statement**

25 The Debtor and CoBank are parties to that certain (1) Amended and Restated Credit
26 Agreement dated April 2, 2025 ("Credit Agreement"), (2) Amended and Restated Security
27 Agreement dated April 1, 2025, ("Security Agreement"), (3) Amended and Restated Single Advance
28 Term Promissory Note ("Promissory Note"), (4) Amended and Restated Revolving Credit

1 Promissory Note (“Revolving Note”), and (5) Forbearance Agreement dated April 2, 2025
2 (collectively with Credit Agreement, Security Agreement, Promissory Note, Revolving Note and
3 the other Loan Documents (as defined in the Credit Agreement) the “CoBank Agreements”). As of
4 the Petition Date, pursuant to the CoBank Agreements, the Debtor owes CoBank \$6,600,311.06
5 with a per diem interest of \$1,514.86 (which interest rate is variable and subject to change).

6 Pursuant to the Security Agreement, the Debtor granted CoBank “a security interest in all of
7 the personal property of the Debtor, together with accessions and additions thereto, and all products
8 and proceeds thereof”, which is described in more detail in Section 1 of the Security Agreement. A
9 UCC Financing Statement providing for this security interest was filed by CoBank with the
10 California Secretary of State on June 23, 1970 (“UCC Financing Statement”). The UCC Financing
11 Statement has been amended and continued multiple times with the most recent UCC Financing
12 Statement Amendment (UCC 3) filed on February 20, 2025, which provides that CoBank’s security
13 interest is in “All Assets of Debtor.” The Trustee is not aware of any liens junior to CoBank’s lien
14 against the Purchased Equipment.

15 **D. Purchased Equipment and Third Party Supplies**

16 On its Schedule A/B, the Debtor provides a list of assets, including equipment located at the
17 Premises (“Asset List”). The Asset List is attached as Exhibit A to the Agreement. Included in the
18 Asset List is equipment located at the Debtor’s packing plant located at 225 West Tulare Street,
19 Dinuba, California and leased equipment not owned by the Debtor (collectively, “Excluded
20 Equipment”). When the Debtor vacated the Premises, the Debtor left equipment on the Premises
21 (such equipment, but excluding the Excluded Equipment, collectively, “Purchased Equipment”).²
22 CoBank asserts that the Purchased Equipment is subject to its lien against the Debtor’s personal
23 property.

24 On the Petition Date, supplies owned by third parties were also left at the Premises (“Third
25 Party Supplies”).

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28 ² The Purchased Equipment also includes any of the Debtor’s plastic field bins currently in the possession of
the growers. The Landlord will make arrangements with the growers for the return of such bins.

1 **E. Terms of the Agreement**

2 The Agreement, a true and correct copy of which is attached as **Exhibit 1** to the Daff
3 Declaration, provides for the sale of the Purchased Equipment to the Landlord and the resolution of
4 all disputes, claims, demands, and causes of action related to the Lease Agreements, Rental
5 Payments, Administrative Claim, Purchased Equipment, and Custodial Rent ("Disputes").

6 The terms of the settlement portion of the Agreement provide for: (1) the Landlord to pay
7 the Estate \$10,000.00; (2) the Landlord to waive any and all claims it may assert against the Estate
8 under the terms of the Lease Agreement, including but not limited to the Administrative Claim and
9 any general unsecured claim for unpaid rent ("Landlord Waiver"); (3) the Trustee to waive any and
10 all claims it may assert against the Landlord that the Rental Payments are avoidable preferential
11 transfers under 11 U.S.C. §§ 547, 550 and 551 ("Preferential Transfer Waiver"); (4) the Landlord
12 to waive its claim against CoBank for Custodial Rent ("Custodial Rent Waiver"); and (5) any third
13 parties asserting any ownership in the Third Party Supplies to arrange for pickup from the Landlord
14 with a release.

15 Pursuant to the Agreement, the terms of the sale are as follows:

16 2.2 Purchase of Equipment. Trustee agrees to sell, transfer and assign to
17 Landlord, and Landlord agrees to purchase from Trustee, all the Estate's right, title
18 and interest in the Purchased Equipment, on an "As Is" and "Where Is" basis, without
19 any warranties either express or implied. For clarity, the Purchased Equipment does
20 not include the Excluded Equipment and Third Party Supplies. CoBank agrees to the
21 sale of the Purchased Equipment and subject to the terms of this Agreement, shall be
22 deemed to have released its lien against the Purchased Equipment on the Closing
23 Date. The Landlord agrees to pay a total cash purchase price of One Hundred
24 Thousand Dollars (\$100,000.00) for the Purchased Equipment ("Purchase Price")
25 upon entry of the Approval Order. CoBank agrees to carveout and assign twenty-five
26 percent (25%) or \$25,000.00 of the Purchase Price to the Estate. Purchase Price shall
be paid as follows:

23 2.2.1 CoBank Payment. At Closing, the Landlord shall pay to
24 CoBank in immediately available funds the sum of Seventy-Five Thousand
25 Dollars (\$75,000.00) ("CoBank Payment"). The CoBank Payment shall be
26 wired to CoBank pursuant to wire instructions to be provided by CoBank to
Landlord.

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1 2.2.2 Carveout Payment. Concurrent with the mutual execution of
2 this Agreement, the Landlord shall pay to the Trustee in immediately
3 available funds the sum of Twenty-Five Thousand Dollars (\$25,000.00)
4 (“Carveout Payment”). The Carveout Payment shall be made payable to
5 “Charles W. Daff, Chapter 7 Trustee” and reference the bankruptcy estate of
6 Corona - College Heights Orange and Lemon Association, and shall be mailed
7 to the attention of Charles W. Daff, Chapter 7 Trustee at 100 Spectrum Center
8 Drive, Suite 600, Irvine, CA 92618. If the Bankruptcy Court approves this
9 Agreement, the Carveout Payment shall then become property of the Estate
10 at Closing. If the Bankruptcy Court does not approve this Agreement, then
11 the Carveout Payment shall be promptly returned to the Landlord.

12 2.3 Closing. Subject to the terms and conditions hereof, the closing of the
13 purchase and sale of the Purchased Equipment as contemplated by this Agreement
14 (“Closing”) shall take place at the offices of Shulman Bastian Friedman Bui & O’Dea
15 LLP, located at 100 Spectrum Center Drive, Suite 600, Irvine, California. The
16 Closing shall be held within five (5) days after the Bankruptcy Court enters the
17 Approval Order (“Closing Date”). At the option of the Parties, documents to be
18 delivered at the Closing may be delivered to the place of Closing by electronic
19 transmission on the Closing Date, and the original documents shall be delivered to
20 the place of Closing on the first business day following the Closing Date.

21 2.4 Deliveries at the Closing. At Closing, the Trustee shall deliver to
22 Landlord the following: (1) an original Bill of Sale in the form attached hereto as
23 Exhibit B, executed by the Trustee dated as of the Closing Date; and (2) such
24 additional documentation as Landlord may reasonably request to consummate the
25 transaction contemplated hereby. Trustee will deliver all documents of title for
26 equipment that Trustee has in his possession, if any. At Closing, CoBank shall file
27 or cause to be filed (or permit Landlord to file) a UCC-3 financing statement in form
28 and substance reasonably satisfactory to CoBank and Landlord releasing the
Purchased Equipment from CoBank’s lien.

The foregoing is a summary only of the substantive terms. For the complete Agreement,
please see **Exhibit 1** to the Daff Declaration.

F. Value of the Purchased Equipment

Shortly after his appointment, the Trustee reached out to an auctioneer regarding the value
of the Purchased Equipment. The Trustee was advised by the auctioneer that the majority of the
Purchased Equipment would be a tough sale, as much of the larger equipment such as the packaging
lines would be difficult to move. The auctioneer recommended working with the Landlord on a
sale. Further, given CoBank’s lien, the auctioneer agreed that any sale of the Purchased Equipment
that was easier to move would be difficult without an agreement with CoBank.

///

G. Tax Consequences

The Trustee is in the process of employing an accountant and he will file a supplement confirming that there is no anticipated tax liability prior to the hearing on the Motion. Given the amount of the Purchase Price and anticipated tax deductions, the Trustee expects there will be little to no tax consequences from the sale.

H. Sale of the Purchased Equipment is Not Subject to Overbid

The sale is not subject to overbid. The Agreement provides for not just the sale of the Purchased Equipment, but also resolves the Disputes. The Agreement includes a waiver of the Administrative Claim, which Landlord asserts totals at least \$261,716.36 but may be upwards of \$512,716.36. The Landlord thus asserts that any overbid would need to provide for the Purchase Price, for Pre-Petition rent due in the total amount of \$200,000.00 and for payment of the Administrative Claim for such a bid to be on the same or similar terms as the Agreement. The Trustee has not been contacted by any potential overbidder, let alone anyone interested in overbidding for more than \$500,000.00. In the Trustee's business judgment, there are no viable alternative purchasers available which will ensure the Estate receives the benefits provided in the Agreement, including the resolution of the Disputes.

I. Sale Information in Compliance with Local Bankruptcy Rule 6004-1(c)(3)

The following chart provides information on the sale in compliance with Local Bankruptcy Rule ("LBR") 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: October 7, 2025 at 11:00 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 301, 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Arlington Heights Citrus Company, a California corporation Address: 2205 First Avenue, North Billings, MT 59101

LBR 6004-1(c)(3) Requirement	Information
<p>LBR 6004-1(c)(3)(C) Description of the property to be sold:</p>	<p>Debtor's right, title and interest in and to the "<u>Purchased Equipment</u>" including all the equipment listed on the Asset List, attached as Exhibit A to the Agreement that was left at 8000 Lincoln Avenue, Riverside, California 92504. The Purchased Equipment also includes any of the Debtor's plastic field bins currently in the possession of the growers. The Landlord will make arrangements with the growers for the return of such bins. The Purchased Equipment does not include the Excluded Equipment and Third Party Supplies (as defined in the Agreement).</p>
<p>LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<p>Buyer has offered \$100,000.00. Buyer is purchasing the Purchased Equipment "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee concerning the condition of the Purchased Equipment or the quality of the title thereto, or any other matters relating to the Purchased Equipment.</p>
<p>LBR 6004-1(c)(3)(E) Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>CoBank has a lien against the Purchased Equipment. CoBank agrees to the sale of the Purchased Equipment and subject to the terms of the Agreement, shall be deemed to have released its lien against the Purchased Equipment on the Closing Date. The sale of the Purchased Equipment shall be free and clear of all liens, claims and encumbrances pursuant to Section 363(f)(1), (2), or (5).</p> <p>To the extent there are disputed unresolved liens, such unresolved liens, if any, will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.</p>
<p>LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:</p>	<p>The sale of the Purchased Equipment is not subject to higher and better bids as described above and in the Daff Declaration.</p>
<p>LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>Purchase price of \$100,000.00. There are no commissions, fees and/or other costs of sale. Estate will receive \$25,000.00. The sale price is subject to the Court approval.</p> <p>Agreement also provides for settlement between and among Buyer and CoBank, which includes a \$10,000.00 payment from the Landlord to the Estate and resolution of the Disputes, including the Landlord waiving its claims against the Estate and the Estate waiving its claims against the Landlord.</p>

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(H) If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	No authorization is sought to pay a commission.
LBR 6004-1(c)(3)(I) A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	The Trustee is in the process of employing an accountant and he will file a supplement confirming that there is no anticipated tax liability prior to the hearing on the Motion. Given the amount of the Purchase Price and anticipated tax deductions, the Trustee expects there will be little to no tax consequences from the sale.
LBR 6004-1(c)(3)(J) Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by September 23, 2025).

III. ARGUMENT

A. Upon Approval by the Court, a Trustee May Compromise a Claim of the Estate.

The power of the Court to review and approve settlements is expressly recognized in Federal Rule of Bankruptcy Procedure 9019(a), which provides:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

Thus, upon notice to the creditors, the United States Trustee, the debtors and indenture trustees, the trustee may compromise a claim of the estate. The approval of a compromise is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (O). *In re Carla Leather, Inc.*, 50 B.R. 764, 775 (S.D.N.Y. 1985).

B. The Bankruptcy Court May Approve a Compromise is Fair and Equitable.

The purpose of a compromise agreement is to allow the parties to avoid the expenses and burdens associated with litigation. *Martin v. Kane (In re A & C Properties)*, 784 F.2d 1377, 1380-81 (9th Cir. 1986), *cert. denied sub nom, Martin v. Robinson*, 479 U.S. 854 (1986). The bankruptcy court has great latitude in approving compromise agreements as long as it finds that the compromise is fair and equitable. *Id.* at 1382; *see also, Woodson v. Fireman's Fund Ins. Co. (In re Woodson)*,

1 839 F.2d 610, 620 (9th Cir. 1988). Generally, the benchmark in determining the propriety of a
2 settlement is whether the settlement is in the best interests of the estate and its creditors. *In re*
3 *Energy Cooperative, Inc.*, 886 F.2d 921, 927 (7th Cir. 1989). To be approved, the settlement need
4 not represent the highest possible return to the estate, but merely must fall within the “range of
5 reasonableness.” *In re Walsh Construction, Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1992). In making
6 this determination, the bankruptcy court need not conduct a trial or even a “mini trial” on the merits.
7 *Id.*

8 In determining the fairness, reasonableness and adequacy of a proposed settlement, the Court
9 must consider the following factors:

10 (a) The probability of success in the litigation; (b) the difficulties, if
11 any, to be encountered in the matter of collection; (c) the complexity
12 of the litigation involved, and the expense, inconvenience, and delay
necessarily attending it; (d) the paramount interests of the creditors
and a proper deference to their reasonable views in the premises.

13 *A & C Properties*, 784 F.2d at 1381; *Woodson*, 839 F.2d at 620. In other words, the Court must
14 weigh certain factors in order to determine whether the compromise is in the best interests of the
15 bankrupt estate. *A & C Properties*, 784 F.2d at 1382.

16 The Trustee believes that based on the four factors under *A & C Properties*, the proposed
17 settlement is in the best interest of the Estate. Without the Agreement, the Estate will have to litigate
18 the Disputes, which will be expensive and will likely not result in a recovery for the Estate,
19 particularly after the expenditure of substantial litigation costs, as more specifically provided below.

20 1. **The Probability of Success in Litigation.**

21 There is currently no litigation pending between the Parties regarding the Disputes. Rather,
22 the Parties have entered into the Agreement prior to the commencement of any litigation. Were the
23 Landlord to file a motion under 11 U.S.C. §§ 502(b) and 507 to allow the Administrative Claim
24 and/or the Trustee to file a complaint to avoid and recover the Rental Payments as preferential
25 transfers, the Trustee’s probability of success in litigation is uncertain. There is no guarantee that
26 the Trustee will prevail at trial or on appeal, and to the contrary, the Trustee’s analysis is that he is
27 not likely to fully prevail against the Landlord regarding the allowance of the Administrative Claim
28 given that the Landlord is likely to show some benefit to the Estate during the 60-day period between

1 the Petition Date and rejection of the Lease Agreements. Similarly, with respect to avoiding and
2 recovering the Rental Payments as preferential transfers, the Landlord may have viable defenses.
3 Rather than delay the case and incur expenses and resources litigating, the Trustee has determined
4 that the settlement reached is fair and reasonable when compared against the Trustee unsuccessfully
5 seeking to avoid the Transfers. Based thereon, the Trustee believes that the proposed Agreement is
6 the most expedient and cost-effective method for resolving any disputes between the Parties.
7 Accordingly, this factor weighs in favor of settling.

8 2. **Difficulties, if any, to be Encountered in the Matter of Collections.**

9 The difficulty of collection weighs in favor of settling. The Trustee believes that even if a
10 judgment were obtained against the Landlord, collection efforts may prove just as challenging as
11 they would be against any other party represented by capable counsel.

12 3. **The Complexity of Litigation Involved, Expense, Inconvenience and Delay**
13 **Necessarily Attending It.**

14 This factor weighs in favor of settlement and approval of the Agreement. With respect to
15 any litigation, the Trustee believes that a fair settlement is better than incurring significant litigation
16 costs. If the Agreement is not approved, litigation will be unnecessarily expensive. In addition, as
17 discussed above, there is no guarantee that the Trustee will prevail. Rather than delay the case and
18 incur expenses or resources to litigate the Disputes, the Trustee has determined that the settlement
19 reached is fair and reasonable. Based thereon, the Trustee believes that the proposed Agreement is
20 the most expedient and cost-effective method for resolving the Disputes. Accordingly, this factor
21 weighs in favor of settling.

22 4. **The Paramount Interest of the Creditors and the Proper Deference to the**
23 **Reasonable Views.**

24 The Agreement should be approved as a means of preserving assets and enhancing the value
25 of the Estate. The benefit of the Agreement far outweighs the risks and expenses of litigation. The
26 expenses to litigate the Disputes are likely to exceed any potential benefit that might be achieved,
27 while the Agreement results in the expedient resolution of the Disputes. Through the Agreement,
28 the Trustee is obtaining certainty and finality regarding the Disputes without any further risk or cost.

1 The Landlord has also agreed to the Landlord Waiver, which reduces claims against the Estate,
2 including the Administrative Claim (alleged to be \$261,716.36 but upwards of \$512,716.36).
3 Additionally, settlement provides certainty for the Estate as it ensures that the Estate receives
4 \$10,000.00 (in addition to the \$25,000.00 received from the sale of the Purchased Equipment). In
5 summary, the Agreement is based on the Trustee's good business judgment employed to benefit the
6 Estate and its creditors, and therefore approval of the Motion is proper.

7 **C. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the**
8 **Estate.**³

9 The Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b).
10 Courts will ordinarily approve a proposed sale if there is a good business reason for the sale and the
11 sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841
12 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the
13 sale of the Estate's interest in the Purchased Equipment will net the Estate \$25,000.00.

14 **D. The Proposed Sale Should be Allowed Free and Clear of Liens.**

15 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate
16 "free and clear of any interest in such property of an entity," if any one of the following five
17 conditions is met:

- 18 (1) applicable non-bankruptcy law permits a sale of such property free
19 and clear of such interest;
- 20 (2) such entity consents;
- 21 (3) such interest is a lien and the price at which such property is to be
22 sold is greater than the aggregate value of all liens on such property;
- 23 (4) such interest is in bona fide dispute; or
- 24 (5) such entity could be compelled, in a legal or equitable proceeding, to
25 accept money satisfaction of such interest.

26 11 U.S.C. § 363(f); *see, e.g., Pinnacle Restaurant at Big Sky, LLC v. CH SP Acquisitions, LLC (In*
27 *re of Spanish Peaks Holdings II, LLC)*, 862 F.3d 1148, 1153-54 (9th Cir. 2017).

28 ³ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be
filed in support of sale motion, the Trustee is nevertheless submitting one.

1 Section 363(f) is written in the disjunctive and thus, only one of the enumerated conditions
2 needs to be satisfied for Court approval to be appropriate. *See e.g., Citicorp Homeowners Services,*
3 *Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988); *Mutual Life Ins. Co. of New*
4 *York v. Red Oak Farms, Inc. (In re Red Oak Farms, Inc.)*, 36 B.R. 856, 858 (Bankr. W.D. Mo.
5 1984).

6 With respect to CoBank's lien, it has consented to the sale of the Purchased Equipment under
7 11 U.S.C. § 363(f)(2). Pursuant to Section 2.2 of the Agreement: "CoBank agrees to the sale of the
8 Purchased Equipment and subject to the terms of this Agreement, shall be deemed to have released
9 its lien against the Purchased Equipment on the Closing Date." The Trustee is not aware of any
10 liens junior to CoBank's lien against the Purchased Equipment. Out of an abundance of caution,
11 the Trustee proposes to sell the Purchased Equipment under Section 363(f)(1) or Section 363(f)(5)
12 with the lien to attach to the proceeds, if any.

13 In *Spanish Peaks Holdings II, LLC*, the Ninth Circuit Court of Appeals held that where state
14 foreclosure law would eliminate a junior interest, Trustee may sell property free and clear of such
15 interest pursuant to Section 363(f)(1). *Id.* at 900. Bankruptcy Courts have also found that the
16 availability of foreclosure sales outside of bankruptcy represent a "legal or equitable proceeding",
17 such that a bankruptcy trustee may thus sell a subject property free and clear of liens under Section
18 363(f)(5). *See In re Jolan, Inc.*, 403 B.R. 866, 869-870 (Bankr. W.D. Wash., 2009)(finding that
19 "judicial and nonjudicial foreclosures in Washington operate to clear junior lienholders' interests,
20 and their liens attach to proceeds in excess of the costs of sale and the obligation or judgment
21 foreclosed.").

22 In this case, CoBank could conduct a foreclosure sale on the Purchased Equipment under
23 Article 9 of the Uniform Commercial Code. *See* Cal. Com. Code §§ 9101-9907. In the event of a
24 foreclosure sale, every junior interest in the Purchased Equipment would be extinguished,
25 notwithstanding the fact that the foreclosure sale price may or may not pay such extinguished
26 interests in full, or at all. In such a foreclosure, liens junior to CoBank's liens would be forced to
27 accept the distribution allowed by the foreclosure sale price, in full satisfaction of their released
28 liens.

1 Accordingly, in order to ensure that the Trustee may close on the sale of the Purchased
2 Equipment, the Trustee requests authority to sell the Property free and clear of all liens, including
3 but not limited to CoBank's Lien (as provided for specifically in the Agreement), with any liens and
4 interests against the Purchased Equipment that are not released, paid in full, or otherwise resolved
5 through prior to the close of the sale, if any, to attach to the sale proceeds with the same force, effect,
6 validity, and priority as such liens or interests had with respect to the Purchased Equipment prior to
7 the sale, pending agreement with the lienholder or further Court order.

8 **E. The Court Has the Authority to Waive the Fourteen-Day Stay of Sale**

9 Federal Rule of Bankruptcy Procedure 6004(h) provides that "[a]n order authorizing the use,
10 sale or lease of property other than cash collateral is stayed until the expiration of 14 days after entry
11 of the order, unless the Court orders otherwise." Fed. Rule Bankr. P. 6004(h).

12 The Trustee desires to close the sale of the Estate's interest in the State Court Action and the
13 Bristol Express Interest as soon as practicable after entry of an order approving the sale.
14 Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule of
15 Bankruptcy Procedure 6004(h), waive the fourteen (14) day stay requirement.

16 **IV. CONCLUSION**

17 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good cause
18 exists for granting the Motion and requests that the Court enter an order as follows:

- 19 1. Granting the Motion;
- 20 2. Approving the Agreement, a copy of which is attached as **Exhibit 1** to the Daff
21 Declaration;
- 22 3. Authorizing the Trustee to execute any necessary documents to carry out the
23 provisions as contemplated in the Agreement attached as **Exhibit 1** to the Daff Declaration;
- 24 4. Authorizing the Trustee to sell the Purchased Equipment pursuant to 11 U.S.C. §§
25 363(b) and 363(f) on an as-is, where-is basis, without any warranties or representations, to Landlord
26 for \$100,000.00 pursuant to the terms and conditions set forth in the Agreement attached as **Exhibit**
27 **1** to the Daff Declaration;

28 ///

SHULMAN BASTIAN FRIEDMAN BUI & O'DEA LLP

18

DECLARATION

DECLARATION OF CHARLES W. DAFF

I, Charles W. Daff, declare as follows:

1. I am the Chapter 7 Trustee for the bankruptcy estate of Corona - College Heights Orange and Lemon Association ("Debtor"). Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge, my review of relevant documents in the Debtor's bankruptcy case, or my opinion based upon my experience and knowledge as a panel trustee for the Central District of California. If called as a witness, I could and would competently testify thereto.

2. I am familiar with the Debtor's bankruptcy proceeding and I make this Declaration in support of my Motion for Order: (1) Approving Settlement and Compromise of Disputes Under Fed. R. Bankr. P. 9019 by and Among Chapter 7 Trustee, Landlord and CoBank; (2) Approving the Sale of Property of the Estate Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §§ 363(b)(1) and (f); and (3) Granting Related Relief ("Motion"). Unless otherwise noted, capitalized terms herein have the meaning as set forth in the Motion.

3. Through this Motion, I request approval of the Sale and Settlement Agreement ("Agreement"), a true and correct copy of which is attached hereto as **Exhibit 1**.

4. I have reviewed the docket and on July 7, 2025, the Debtors filed a Voluntary Petition for relief under Chapter 7 of the Bankruptcy Code.

5. The deadline for filing proofs of claim in this case is November 28, 2025. Currently, the Claims Register for the case reflects that twenty-three (23) claims have been filed totaling \$1,610,500.26 of which \$74,758.14 has been asserted as secured, \$207,316.90 has been asserted as priority and \$1,328,425.22 has been asserted as general unsecured.

6. I am informed and believe that the Debtor and Landlord are parties to the Lease Agreement for the Premises. The Lease Agreement expired on September 1, 2013. Until the Petition Date, the Debtor remained in possession of the Premises as a month-to-month tenant pursuant to paragraph 11 of the Lease Agreement. I am further informed and believe that on June 16, 2025, the Landlord sent a Thirty-Day Notice to Pay Rent or Quit to the Debtor.

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1 7. Pursuant to Item 3.1 of the Debtor's Statement of Financial Affairs, the Debtor paid
2 the Landlord the following payments in the ninety (90) day preferential transfer period prior to the
3 Petition Date: (1) \$120,000.00 on April 2, 2025; (2) \$18,075.77 on April 2, 2025; (3) \$18,075.77
4 on May 15, 2025; and (4) \$17,456.96 on May 29, 2025. Landlord asserts, contrary to the amounts
5 listed in the Debtor's Statement of Financial Affairs, that it received the following payments: (1)
6 \$125,000.00 in April 2025; (2) \$50,000.00 in May 2025; and (3) \$54,227.33 for the real property
7 tax reimbursement ("Rental Payments").

8 8. The Landlord asserts that it has a post-petition administrative claim against the Estate
9 totaling at least \$261,716.36 but upwards of \$512,716.36 ("Administrative Claim"). The
10 Administrative Claim is comprised of: (1) rental payments due since the Petition Date at \$62,250.00
11 per month (if applying a fifty percent rental rate) or \$150,000.00 per month base rent for four (4)
12 months; (2) property taxes totaling \$36,000.00 for four (4) months; and (3) at least \$12,716.36 in
13 additional post-petition expenses related to the Lease Agreement.

14 9. The Landlord asserts that it has a claim against CoBank for the rent for custodial time
15 from the date the Debtor defaulted on the Lease Agreements to the present date ("Custodial Rent").

16 10. I am informed and believe that the Debtor and CoBank are parties to the CoBank
17 Agreements. As of the Petition Date, pursuant to the CoBank Agreements, CoBank asserts that the
18 Debtor owes CoBank \$6,600,311.06 with a per diem interest of \$1,514.86 (which interest rate is
19 variable and subject to change).

20 11. I am informed and believe that pursuant to the Security Agreement, the Debtor
21 granted CoBank "a security interest in all of the personal property of the Debtor, together with
22 accessions and additions thereto, and all products and proceeds thereof", which is described in more
23 detail in Section 1 of the Security Agreement. I am further informed and believe that a UCC
24 Financing Statement providing for this security interest was filed by CoBank with the California
25 Secretary of State on June 23, 1970 ("UCC Financing Statement"). The UCC Financing Statement
26 has been amended and continued multiple times with the most recent UCC Financing Statement
27 Amendment (UCC 3) filed on February 20, 2025, which provides that CoBank's security interest is

28

1 in “All Assets of Debtor.” I am not aware of any liens junior to CoBank’s lien against the Purchased
2 Equipment.

3 12. On its Schedule A/B, the Debtor provides a list of assets, including equipment located
4 at the Premises (“Asset List”). The Asset List is attached as Exhibit A to the Agreement. Included
5 in the Asset List is equipment located at the Debtor’s packing plant located at 225 West Tulare
6 Street, Dinuba, California and leased equipment not owned by the Debtor (collectively, “Excluded
7 Equipment”). When the Debtor vacated the Premises, the Debtor left equipment on the Premises
8 (such equipment, but excluding the Excluded Equipment, collectively, “Purchased Equipment”).⁴
9 CoBank asserts that the Purchased Equipment is subject to its lien against the Debtor’s personal
10 property.

11 13. I am informed and believe that on the Petition Date, supplies owned by third parties
12 were also left at the Premises (“Third Party Supplies”).

13 14. Before entering into the Agreement, I consulted with my counsel about the risks and
14 benefits of entering into the settlement. It is my opinion and business judgment considering the
15 interests of creditors as a whole, settlement rather than litigation benefits the Estate significantly,
16 especially in light of the administrative expenses of litigation. Litigating the issues rather than
17 settling the matter will only multiply the administrative cost to the Estate.

18 15. To avoid the risk of litigation, a potential unfavorable outcome and delay, and to
19 minimize the administrative costs of the Estate, I have exercised my business judgment by deciding
20 to enter into the proposed Agreement. The settlement reduces the amount of administrative claims,
21 which allows for the likelihood that funds brought into the Estate in the future will be available to
22 unsecured creditors allow for a meaningful distribution. The settlement falls well within the range
23 of reasonableness for Court approval.

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28 ⁴ The Purchased Equipment also includes any of the Debtor’s plastic field bins currently in the possession of
the growers. The Landlord will make arrangements with the growers for the return of such bins.

1 16. I have received an offer to purchase the Purchased Equipment from the Landlord for
2 \$100,000.00.

3 17. Shortly after my appointment, I reached out to an auctioneer regarding the value of
4 the Purchased Equipment. I was advised by the auctioneer that the majority of the Purchased
5 Equipment would be a tough sale, as much of the larger equipment such as the packaging lines
6 would be difficult to move. The auctioneer recommended working with the Landlord on a sale.
7 Further, given CoBank's lien, the auctioneer agreed that any sale of the Purchased Equipment that
8 was easier to move would be difficult without an agreement with CoBank.

9 18. I am in the process of employing an accountant and I will file a supplement
10 confirming that there is no anticipated tax liability prior to the hearing on the Motion. Given the
11 amount of the Purchase Price and anticipated tax deductions, I expect there will be little to no tax
12 consequences from the sale.

13 19. The sale is not subject to overbid. The Agreement provides for not just the sale of
14 the Purchased Equipment, but also resolves the Disputes. The Agreement includes a waiver of the
15 Administrative Claim, which Landlord asserts totals at least \$261,716.36 but may be upwards of
16 \$512,716.36. The Landlord thus asserts that any overbid would need to provide for the Purchase
17 Price, for Pre-Petition rent due in the total amount of \$200,000.00 and for payment of the
18 Administrative Claim for such a bid to be on the same or similar terms as the Agreement. I have
19 not been contacted by any potential overbidder, let alone anyone interested in overbidding for more
20 than \$500,000.00. In my business judgment, there are no viable alternative purchasers available
21 which will ensure the Estate receives the benefits provided in the Agreement, including the
22 resolution of the Disputes.

23 20. Through the sale, the sale of the Estate's interest in the Purchased Assets will net the
24 Estate approximately \$25,000.00.

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1 21. For the reasons set forth in the Motion and this Declaration, I respectfully request
2 that the Court grant my Motion so that I do not lose this favorable business opportunity to provide
3 a benefit to the Estate.

4 I declare under penalty of perjury under the laws of the United States of America that the
5 foregoing is true and correct.

6 Executed on September 16, 2025, at Irvine, California.

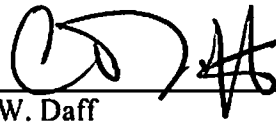
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Charles W. Daff

EXHIBIT 1

SALE AND SETTLEMENT AGREEMENT

This SALE AND SETTLEMENT AGREEMENT (“Agreement”) is entered into by and among (1) Charles W. Daff, solely in his capacity as Chapter 11 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Corona - College Heights Orange and Lemon Association (“Debtor”), (2) Arlington Heights Citrus Company, a California corporation (“Landlord”), and (3) CoBank, ACB (“CoBank”). Trustee, Landlord and CoBank are collectively referred to as the “Parties” and individually as a “Party”.

I. RECITALS

This Agreement is made by the Parties, with reference to the following facts:

1.1 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on July 7, 2025 (“Petition Date”).

1.2 The Debtor and Landlord are parties to that certain Lease, dated November 1, 1990 (as amended by an Amendment No. 1 to Lease dated as of January 1, 1996 and Amendment No. 2 to Lease dated as of December 31, 2000, the “Lease Agreement”), for certain facilities located at 8000 Lincoln Avenue, Riverside, California 92504 (“Premises”). The Lease Agreement expired on September 1, 2013. Until the Petition Date, the Debtor remained in possession of the Premises as a month-to-month tenant pursuant to paragraph 11 of the Lease Agreement. On June 16, 2025, the Landlord sent a Thirty-Day Notice to Pay Rent or Quit to the Debtor.

1.3 Pursuant to Item 3.1 of the Debtor’s Statement of Financial Affairs, the Debtor paid the Landlord the following payments in the ninety (90) day preferential transfer period prior to the Petition Date: (1) \$120,000 on April 2, 2025; (2) \$18,075.77 on April 2, 2025; (3) \$18,075.77 on May 15, 2025; and (4) \$17,456.96 on May 29, 2025. Landlord asserts, contrary to the amounts listed in the Debtor’s Statement of Financial Affairs, that it received the following payments: (1) \$125,000 in April 2025; (2) \$50,000 in May 2025; and (3) \$54,227.33 for the real property tax reimbursement (“Rental Payments”).

1.4 Landlord asserts that it has a post-petition administrative claim against the Estate totaling at least \$261,716.36 but upwards of \$512,716.36 (“Administrative Claim”). The Administrative Claim is comprised of: (1) rental payments due since the Petition Date at \$62,250 per month (if applying a fifty percent rental rate) or \$150,000 per month base rent for four (4) months; (2) property taxes totaling \$36,000 for four (4) months; and (3) at least \$12,716.36 in additional post-petition expenses related to the Lease Agreement.

1.5 The Debtor and CoBank are parties to that certain (1) Amended and Restated Credit Agreement dated April 2, 2025 (“Credit Agreement”), (2) Amended and Restated Security Agreement dated April 1, 2025, (“Security Agreement”), (3) Amended and Restated Single Advance Term Promissory Note (“Promissory Note”), (4) Amended and Restated Revolving Credit Promissory Note (“Revolving Note”), and (5) Forbearance Agreement dated April 2, 2025 (collectively with Credit Agreement, Security Agreement, Promissory Note, Revolving Note and the other Loan Documents (as defined in the Credit Agreement) the “CoBank Agreements”). As

of the Petition Date, pursuant to the CoBank Agreements, the Debtor owes CoBank \$6,600,311.06 with a per diem interest of \$1,514.86 (which interest rate is variable and subject to change).

1.6 Pursuant to the Security Agreement, the Debtor granted CoBank “a security interest in all of the personal property of the Debtor, together with accessions and additions thereto, and all products and proceeds thereof”, which is described in more detail in Section 1 of the Security Agreement. A UCC Financing Statement providing for this security interest was filed by CoBank with the California Secretary of State on June 23, 1970 (“UCC Financing Statement”). The UCC Financing Statement has been amended and continued multiple times with the most recent UCC Financing Statement Amendment (UCC 3) filed on February 20, 2025, which provides that CoBank’s security interest is in “All Assets of Debtor.”

1.7 On its Schedule A/B, the Debtor provides a list of assets, including equipment located at the Premises (“Asset List”). The Asset List is attached hereto as Exhibit A. Included in the Asset List is equipment located at the Debtor’s packing plant located at 225 West Tulare Street, Dinuba, California and leased equipment not owned by the Debtor (collectively, “Excluded Equipment”). When the Debtor vacated the Premises, the Debtor left equipment on the Premises (such equipment, but excluding the Excluded Equipment, collectively, “Purchased Equipment”).¹ CoBank asserts that the Purchased Equipment is subject to its lien against the Debtor’s personal property.

1.8 On the Petition Date, supplies owned by third parties were also left at the Premises (“Third Party Supplies”).

1.9 The Landlord asserts that it has a claim against CoBank for the rent for custodial time from the date the Debtor defaulted on the Lease Agreements to the present date (“Custodial Rent”).

1.10 The Parties agree that it is in their best interest to resolve all disputes, claims, demands and causes of action related to Lease Agreements, Rental Payments, Administrative Claim, Purchased Equipment, and Custodial Rent (“Disputes”) by way of settlement, rather than through litigation, and therefore it is their intention and desire at this time to settle in the manner and upon the terms and conditions set forth in this Agreement, it being specifically understood and agreed that any and all acts which are to be performed pursuant to this Agreement, are not to be and will not be construed in any way as a concession and/or admission by any of the Parties, of the truth of any of the allegations which have been made against any of the Parties.

1.11 The Parties desire to fully and completely settle all disputes, claims, demands and causes of action relating to the Disputes, which the Parties have, or may have, as to one another, including without limitation all matters arising out of or connected with, or incidental to any business dealings between them, up to and including the date of this Agreement, without limitation.

¹ The Purchased Equipment also includes any of the Debtor’s plastic field bins currently in the possession of the growers. The Landlord will make arrangements with the growers for the return of such bins.

II. AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the adequacy of which is hereby acknowledged by each Party, and in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

2.1 Effective Date of Agreement. This Agreement shall become effective and binding on the Parties hereto upon the date that the order of the Bankruptcy Court approving this Agreement is entered (“Approval Order”). If the Bankruptcy Court does not approve this Agreement at the October 7, 2025 hearing on the motion for approval of the Agreement, then this Agreement shall not become effective and shall be null and void.

2.2 Purchase of Equipment. Trustee agrees to sell, transfer and assign to Landlord, and Landlord agrees to purchase from Trustee, all the Estate’s right, title and interest in the Purchased Equipment, on an “As Is” and “Where Is” basis, without any warranties either express or implied. For clarity, the Purchased Equipment does not include the Excluded Equipment and Third Party Supplies. CoBank agrees to the sale of the Purchased Equipment and subject to the terms of this Agreement, shall be deemed to have released its lien against the Purchased Equipment on the Closing Date. The Landlord agrees to pay a total cash purchase price of One Hundred Thousand Dollars (\$100,000.00) for the Purchased Equipment (“Purchase Price”) upon entry of the Approval Order. CoBank agrees to carveout and assign twenty-five percent (25%) or \$25,000.00 of the Purchase Price to the Estate. Purchase Price shall be paid as follows:

2.2.1 CoBank Payment. At Closing, the Landlord shall pay to CoBank in immediately available funds the sum of Seventy-Five Thousand Dollars (\$75,000.00)(“CoBank Payment”). The CoBank Payment shall be wired to CoBank pursuant to wire instructions to be provided by CoBank to Landlord.

2.2.2 Carveout Payment. Concurrent with the mutual execution of this Agreement, the Landlord shall pay to the Trustee in immediately available funds the sum of Twenty-Five Thousand Dollars (\$25,000.00) (“Carveout Payment”). The Carveout Payment shall be made payable to “Charles W. Daff, Chapter 7 Trustee” and reference the bankruptcy estate of Corona - College Heights Orange and Lemon Association, and shall be mailed to the attention of Charles W. Daff, Chapter 7 Trustee at 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618. If the Bankruptcy Court approves this Agreement, the Carveout Payment shall then become property of the Estate at Closing. If the Bankruptcy Court does not approve this Agreement, then the Carveout Payment shall be promptly returned to the Landlord.

2.3 Closing. Subject to the terms and conditions hereof, the closing of the purchase and sale of the Purchased Equipment as contemplated by this Agreement (“Closing”) shall take place at the offices of Shulman Bastian Friedman Bui & O’Dea LLP, located at 100 Spectrum Center Drive, Suite 600, Irvine, California. The Closing shall be held within five (5) days after the Bankruptcy Court enters the Approval Order (“Closing Date”). At the option of the Parties, documents to be delivered at the Closing may be delivered to the place of Closing by electronic

transmission on the Closing Date, and the original documents shall be delivered to the place of Closing on the first business day following the Closing Date.

2.4 Deliveries at the Closing. At Closing, the Trustee shall deliver to Landlord the following: (1) an original Bill of Sale in the form attached hereto as Exhibit B, executed by the Trustee dated as of the Closing Date; and (2) such additional documentation as Landlord may reasonably request to consummate the transaction contemplated hereby. Trustee will deliver all documents of title for equipment that Trustee has in his possession, if any. At Closing, CoBank shall file or cause to be filed (or permit Landlord to file) a UCC-3 financing statement in form and substance reasonably satisfactory to CoBank and Landlord releasing the Purchased Equipment from CoBank's lien.

2.5 Third Party Supplies. Concurrent with the execution of this Agreement, the Parties agree that any third parties asserting ownership in the Third Party Supplies may contact Landlord to arrange to pick up such Third Party Supplies. Prior any third party picking up Third Party Supplies, Landlord agrees that it will ensure that the third parties provide a written release of the Landlord and the Estate related to the Third Party Supplies.

2.6 Additional Landlord Payment. Concurrent with the mutual execution of this Agreement, Landlord agrees to pay the Estate the total amount of Ten Thousand Dollars (\$10,000.00) ("Additional Landlord Payment") in exchange for the waiver provided in Section 2.7 and to assist the Trustee with defraying the fees and expenses associated with this Agreement. The Additional Landlord Payment shall be made payable to "Charles W. Daff, Chapter 7 Trustee" and reference the bankruptcy estate of Corona - College Heights Orange and Lemon Association, and shall be mailed to the attention of Charles W. Daff, Chapter 7 Trustee, at 100 Spectrum Center Drive, Suite 600, Irvine, CA 92618. If the Bankruptcy Court approves this Agreement, the Additional Landlord Payment shall then become property of the Estate. If the Bankruptcy Court does not approve this Agreement, then the Additional Landlord Payment shall be promptly returned to the Landlord.

2.7 Preferential Transfer Waiver. The Trustee waives any and all claims it may assert against the Landlord that the Rental Payments are avoidable preferential transfers under 11 U.S.C. §§ 547, 550 and 551.

2.8 Custodial Rent Waiver. The Landlord waives its claim against CoBank for the Custodial Rent.

2.9 Landlord Waiver. The Landlord waives any and all claims it may assert against the Estate under the terms of the Lease Agreement, including but not limited to the Administrative Claim and any general unsecured claim for unpaid rent.

2.10 Motion for Approval of Agreement. Upon receipt of a fully executed copy of this Agreement, the Trustee shall promptly file a motion with the Bankruptcy Court to obtain approval of this Agreement. This Agreement is contingent upon and expressly conditioned on the issuance of the Approval Order. Unless and until approved by the Bankruptcy Court, this Agreement set forth herein is of no force or effect whatsoever. The Parties acknowledge that this Agreement is

the result of extensive good faith negotiations between the Parties and is not to be construed as an admission of liability on the part of any of the Parties hereto, their agents, employees or officers, by whom liability is expressly denied. The Parties are bound by this Agreement subject only to Bankruptcy Court approval and waive any right to object to approval by the Bankruptcy Court.

2.11 Jurisdiction of the Bankruptcy Court. Should any dispute arise regarding this Agreement, the United States Bankruptcy Court for the Central District of California, Riverside Division, shall have exclusive jurisdiction to determine the same. The Bankruptcy Court shall retain jurisdiction to resolve any such dispute even after the case is dismissed.

2.12 Trustee Capacity. The Trustee is signing this Agreement in his capacity solely as Chapter 7 Trustee for the Estate. Nothing contained herein shall in any way impute liability to the Trustee, personally or as a member of any professional organization, or anyone acting on his behalf, including but not limited to his general counsel, Shulman Bastian Friedman Bui & O'Dea LLP.

2.13 Further Documentation of Settlement. The Parties agree that after the Court enters the Approval Order, they will execute any and all further and additional documents and take all further and additional steps, which may be necessary or convenient to consummate the terms of this Agreement and accomplish the purposes thereof.

III. RELEASES

3.1 As of the date of the entry of the Approval Order, the Trustee, solely in his capacity as the Chapter 7 trustee of the Debtor's Estate, on behalf of himself, and his heirs, spouses, offspring, executors, administrators, insurance companies, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, or anyone else claiming by and through him (including without limitation, the Estate), does hereby acknowledge full and complete satisfaction of and do hereby fully and forever release and discharge Landlord and CoBank, as well as their respective administrators, predecessors, successors, assigns, agents, servants, employees, members, corporations, insurance companies, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which the Trustee or the Estate now owns, holds or may hereafter have against Landlord or CoBank, by reason of any matter relating to the Disputes; provided, that this Section 3.1 shall not release any Party from their obligations under this Agreement.

3.2 As of the date of the entry of the Approval Order, Landlord, on behalf of itself, its administrators, insurance companies, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, or anyone else claiming by and through it, does hereby acknowledge full and complete satisfaction of and does hereby fully and forever release and discharge CoBank, the

Trustee and Estate, as well as their respective heirs, spouses, offspring, executors, administrators, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, subsidiaries, shareholders, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which Landlord now owns, holds or may hereafter have against CoBank, the Trustee or the Estate by reason of any matter relating to the Disputes; provided, that this Section 3.2 shall not release any Party from their obligations under this Agreement.

3.3 As of the date of the entry of the Approval Order, CoBank, on behalf of itself, its administrators, insurance companies, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, trustees, subsidiaries, shareholders, past and present, or anyone else claiming by and through it, does hereby acknowledge full and complete satisfaction of and does hereby fully and forever release and discharge the Landlord, the Trustee and Estate, as well as their respective heirs, spouses, offspring, executors, administrators, predecessors, successors, assigns, agents, servants, employees, members, corporations, officers, directors, partnerships, partners, associates, attorneys, representatives, principals, joint ventures, parents, subsidiaries, shareholders, past and present, and each of them, from any and all claims, demands and causes of action of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, whether concealed or hidden, which CoBank now owns, holds or may hereafter have against the Landlord, the Trustee and Estate by reason of any matter relating to the Disputes; provided, that this Section 3.3 shall not release (a) any Party from their obligations under this Agreement or (b) any claim that CoBank may otherwise have against the Estate arising from the CoBank Agreements.

3.4 It is a condition hereof, and it is the intention of the Parties in executing this Agreement and in giving the releases set forth herein, that the same shall be effective as a bar to each and every claim, demand, and cause of action, matter or thing specified; and in furtherance of this specific intention, the Parties hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

3.5 The Parties represent and warrant that they have been advised to seek advice from independent legal counsel of their own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these releases, and the specific waiver of Section 1542, and the Parties, and each of them, expressly consent that this Agreement and the releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and

unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

IV. REPRESENTATION AND WARRANTIES

4.1 Each Party, severally and not jointly, represents and warrants to each other Party that it/he has not heretofore assigned or transferred, or purported to assign or transfer, to any other person or entity any claim or other matter herein.

4.2 Each Party, severally and not jointly, represents and warrants to each other Party that it/he has been duly authorized to execute this Agreement and to undertake the obligations contained herein.

4.3 Each Party, severally and not jointly, represents and warrants to each other Party that it/he fully understands it/his respective right to discuss all aspects of this Agreement with it/his own attorneys, that it/he has carefully reviewed and fully understand all of the provisions of this Agreement, and that it/he is voluntarily entering into this Agreement.

V. MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the Parties or their agents, concerning the matters covered by this Agreement.

5.2 Modification and/or Amendment. This Agreement may be amended and modified only by a written agreement signed by all of the Parties specifically acknowledging and approving of the modification.

5.3 Execution of Documents. Each Party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with the other in the expeditious filing of any and all document and the fulfillment of the terms of this Agreement.

5.4 Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and each of them, and their respective successors, assigns, heirs, partners, agents, officers, corporations, partnerships, partners, shareholders, representatives, and each of them.

5.5 Controlling Law and Mediation. This Agreement has been entered into in the State of California and this Agreement, including any rights, remedies, or obligations provided for thereunder, shall be construed and enforced in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall first be referred to the Bankruptcy Court mediation panel.

5.6 Severability. If any immaterial provision of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be

severed from the remaining portions of this Agreement and shall not affect the validity and enforceability of such remaining material provisions.

5.7 Effect of Headings. The titles and headings of this Agreement are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.

5.8 Gender. Whenever in this document the context may so require, the masculine gender shall be deemed to include the feminine and neuter genders, and vice-versa.

5.9 Recitals. Each term of this Agreement is contractual and not merely a recital.

5.10 Construction. This Agreement has been negotiated at arm's length between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code, Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

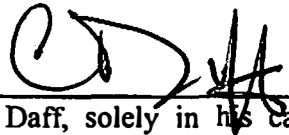
5.11 Counterparts. This Agreement may be executed in one or more counterparts (multiple signatures) each of which shall be deemed an original, and all of which constitute one and the same instrument.

5.12 Attorneys' Fees. All Parties shall bear their respective attorneys' fees and costs. In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

[Signature Page Follows]

BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, INCLUDING CIVIL CODE SECTION 1542 QUOTED IN THE BODY OF THIS AGREEMENT, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.


Dated: September 16, 2025



Charles W. Daff, solely in his capacity as the
Chapter 7 Trustee for the bankruptcy estate of
Corona - College Heights Orange and Lemon
Association

**ARLINGTON HEIGHTS CITRUS COMPANY,
a California corporation**

Dated: September 15, 2025


By: Bradley W. Tilden
Its: CEO

COBANK, ACB

Dated: September __, 2025

By: _____
Its: _____

BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, INCLUDING CIVIL CODE SECTION 1542 QUOTED IN THE BODY OF THIS AGREEMENT, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

Dated: September __, 2025

Charles W. Daff, solely in his capacity as the
Chapter 7 Trustee for the bankruptcy estate of
Corona - College Heights Orange and Lemon
Association

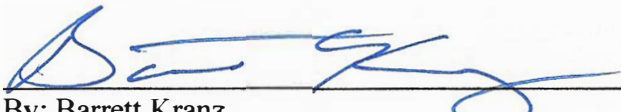
**ARLINGTON HEIGHTS CITRUS COMPANY,
a California corporation**

Dated: September __, 2025

By: _____
Its: _____

COBANK, ACB

Dated: September 16, 2025



By: Barrett Kranz
Its: Senior Special Assets Officer

EXHIBIT A

ASSET LIST

Category	Sys No	Est	In-Svc date	Acquired Value	PT	Dep Meth	Est Life	Salv/Residual	Depreciable Basis	Per Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
519	1502	Land Drivaba	10/7/2016	114,246	R	NoDep	-	-	114,246		-	-	-	-	
	1506	Building Drivaba	10/7/2016	962,949	R	SLMM	40	-	962,949		146,449	170,522	24,074	170,522	
	1508	Equipment-Drivaba	10/7/2016	962,949	P	SLMM	10	-	962,949		585,794	682,089	96,295	682,089	
		Belt Conveyors-Drivaba	12/31/2016	9,351	P	SLMM	10	-	9,351		5,455	6,390	935	6,390	
		Bin Cleaner-Drivaba	4/30/2019	154,181	P	SLMM	10	-	154,181		53,963	69,381	15,418	69,381	
		Air Compressor	1/26/2020	35,317	P	SLMM	10	-	35,317		9,712	13,244	3,532	13,244	
		Rail Elevator Metering	10/14/2020	11,709	P	SLMM	10	-	11,709		2,439	3,610	1,171	3,610	
		Ground electrical conduits - drivaba	3/28/2020	19,280	P	SLMM	10	-	19,280		4,981	6,909	1,928	6,909	
		Orange Tape Machine Allport Drivaba	12/21/2020	28,752	P	SLMM	10	-	28,752		5,271	8,146	2,875	8,146	
		Refrigeration Rebuild-Drivaba	11/7/2022	26,595	P	SLMM	10	-	26,595		-	2,660	2,660	2,660	
		Total		1,248,134					1,248,134		667,615	792,429	124,814	792,429	
	1514	Replacement of Parking Log - Riverside	11/7/2022	27,000	P	SLMM	10		27,000		-	2,700	2,700	2,700	
	1516	Partitions in shipping	6/15/1991	33,945	R	AOS	40	-	33,945	10/31/2002	26,630	17,821	849	27,478	
		Enclosed Canopy	8/15/1991	51,819	P	AOS	15	-	51,819	10/31/2002	51,819	12,086	-	51,819	
		Fencing	9/15/1991	1,457	P	AOS	20	-	1,457	10/31/2002	1,457	617	-	1,457	
		Sales Office	8/15/1991	1,157	R	AOS	40	-	1,184	10/31/2002	928	622	30	958	
		Lunch Area	2/7/1992	10,619	R	AOS	40	-	10,619	10/31/2002	8,152	5,580	265	8,418	
		Guard Hut	6/10/1993	4,446	P	AOS	20	-	4,446	10/31/2002	4,446	2,337	-	4,446	
		Carpentry Office	3/14/1996	10,396	R	AOS	40	-	10,396	10/31/2002	6,921	5,458	260	7,181	
		Roofing Installed	10/7/2003	39,500	P	AOS	40	-	39,500		19,256	20,244	988	20,244	
		Loading Dock	7/23/2004	29,394	P	SLMM	10	-	29,394		29,394	29,394	-	29,394	
		Parking Lot Resurfacing - Leasehold Improvement	7/23/2004	9,200	P	SLMM	15	-	9,200		9,200	9,200	-	9,200	
		Meat Fence	9/30/2009	2,592	P	SLMM	20	-	2,592		1,750	1,879	130	1,879	
		Refrigeration - Stellar	3/31/2009	55,558	P	SLMM	10	-	55,558		55,558	55,558	-	55,558	
		A/C System Upgrade	6/30/2010	89,055	P	SLMM	10	-	89,055		89,055	89,055	-	89,055	
		Loading Doors Main Diamond Door	11/30/2009	2,946	P	AOS	10	-	2,946		2,946	2,946	-	2,946	
		Improved Refrigeration Room 4&5	3/31/2011	67,924	P	SLMM	15	-	67,924		52,075	56,603	4,528	56,603	
		Freeze Detectors (Alarm System)	7/31/2011	67,930	P	SLMM	15	-	67,930		52,080	56,608	4,529	56,608	
		Wall Panels & Installation	9/30/2011	13,768	P	SLMM	15	-	13,768		10,556	11,474	918	11,474	
		PH Water Heater	9/30/2011	2,058	P	SLMM	15	-	2,058		1,578	1,715	137	1,715	
		Install Asphalt	2/25/2011	6,500	P	SLMM	15	-	6,500		4,983	5,417	433	5,417	
		Install Asphalt	7/6/2011	1,943	P	SLMM	15	-	1,943		1,490	1,619	130	1,619	
		Stellar Freezer for Room 5 Cell	4/8/2011	7,298	P	SLMM	15	-	7,298		5,595	6,082	487	6,082	
		Stellar Room 5 Cell	4/18/2011	13,697	P	SLMM	15	-	13,697		10,501	11,414	913	11,414	
		Refrigeration Room 5	12/31/2011	14,195	P	SLMM	15	-	14,195		9,936	10,883	946	10,883	
		Water Treatment	2/29/2012	4,832	P	SLMM	10	-	4,832		4,832	4,832	-	4,832	
		Kohlenreger Freon	6/30/2013	61,623	P	SLMM	10	-	61,623		58,542	61,623	3,081	61,623	

Category	Sys No	Est	In-Service date	Acquired Value	PT	Dep Meth	Est Life	Salv/Residual	Depreciable Basis	Per Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
		JP Environmental PH Monitor	6/30/2013	4,628 P	ad5		10	-	4,628		4,397	4,628	231	4,628	
		Temperature Sensors	7/31/2013	2,350 P	ad5		10	-	2,350		2,332	2,350	117	2,350	
		Air Conditioners- Riverside	10/2/2020	24,911 P	slmm		10	-	24,911		5,190	7,681	2,491	7,681	
		Drain Line/Wastewater	1/26/2020	20,900 P	slmm		10	-	20,900		5,748	7,838	2,090	7,838	
		Total		656,669					656,669		537,247	503,564	23,553	560,800	
	1518	Building- Meta	10/1/2002	244,479 P	ad5		40	-	244,479	10/31/2002	122,495	128,352	6,112	128,607	
		Citrus Packing Line	8/31/2002	86,200 P	ad5		10	-	86,200	10/31/2002	86,200	85,122	-	86,200	m
		Citrus Belt Roller	10/14/2002	23,010 P	ad5		10	-	23,010	10/31/2002	23,010	22,722	-	23,010	
		Tape Sealer	6/9/2003	4,737 P	ad5		10	-	4,737		4,737	4,737	-	4,737	
		Conveyor	2/21/2003	18,293 P	ad5		10	-	18,293		18,293	18,293	-	18,293	
		Waste Water Flow Measuring System	4/5/2003	8,812 P	ad5		10	-	8,812		8,812	8,812	-	8,812	
		Building - Metal	5/1/2003	291,578 P	ad5		40	-	291,578		142,144	149,434	7,289	149,434	
		Burner for Dryer	12/1/2002	23,374 P	ad5		10	-	23,374		23,374	23,374	-	23,374	
		Accurate Scale- Meter	12/10/2004	2,683 P	ad5		10	-	2,683		2,683	2,683	-	2,683	
		Hobby Forklift- Organic Line Washer	1/31/2010	4,508 P	ad5		10	-	4,508		4,508	4,508	-	4,508	
		Spokane Organic Facility	6/29/2010	55,000 P	ad5		10	-	55,000		55,000	55,000	-	55,000	
		Water Heater	8/31/2013	4,278 P	ad5		10	-	4,278		4,278	4,278	214	4,278	
		Sister Rebuild Split	12/31/2016	66,349 P	slmm		10	-	66,349		38,704	45,338	6,635	45,338	
		Organic Dump	10/30/2017	94,978 P	slmm		10	-	94,978		47,489	56,987	9,488	56,987	
		Hurtz Labeling System Split	9/15/2017	41,300 P	slmm		10	-	41,300		21,338	25,468	4,130	25,468	
	1320	Autoclave Orange Siz	5/7/1992	52,967 P	ad5		10	-	52,967	10/31/2002	52,967	-	-	52,967	
		Orange Line Improvement	7/1/1992	342,398 P	ad5		10	-	342,398	10/31/2002	342,398	-	-	342,398	
		Orange Line Improvement	4/30/1993	37,447 P	ad5		10	-	37,447	10/31/2002	37,447	1,869	-	37,447	
		Accum Bins-Orange LN	11/1/1992	73,333 P	ad5		10	-	73,333	10/31/2002	73,333	3,669	-	73,333	m
		Orange Line	6/9/1994	277,734 P	ad5		10	-	277,734	10/31/2002	277,734	41,663	-	277,734	m
		Orange Size upgrade	11/1/1995	12,098 P	ad5		10	-	12,098	10/31/2002	12,098	4,233	-	12,098	
		Orange Sizers PLC	3/20/1997	215,500 P	ad5		10	-	215,500	10/31/2002	215,500	96,975	-	215,500	
		Bin Dump System	11/1/1990	83,102 P	ad5		10	-	83,102	10/31/2002	83,102	-	-	83,102	
		Roll Elevator	11/1/1990	6,698 P	ad5		10	-	6,698	10/31/2002	6,698	-	-	6,698	
		Roller Grade Table	11/1/1990	12,183 P	ad5		10	-	12,183	10/31/2002	12,183	-	-	12,183	
		Air Dryer	11/1/1990	9,582 P	ad5		10	-	9,582	10/31/2002	9,582	-	-	9,582	
		Dryer	11/1/1990	44,443 P	ad5		10	-	44,443	10/31/2002	44,443	-	-	44,443	
		Fruit Bin	11/1/1990	20,979 P	ad5		10	-	20,979	10/31/2002	20,979	-	-	20,979	
		Vertical Elevator	1/1/1990	57,748 P	ad5		10	-	57,748	10/31/2002	57,748	-	-	57,748	
		Bag Closing Machine	10/7/2002	4,702 P	ad5		10	-	4,702	10/31/2002	4,702	4,643	-	4,702	m
		Flux Tank and Pump	5/4/2006	10,301 P	ad5		7	-	10,301		10,301	10,301	-	10,301	
		Grader	5/1/2007	1,031,559 P	ad5		10	-	1,031,559		1,031,559	1,031,559	-	1,031,559	
		Sinkist Machine	11/30/2007	59,229 P	ad5		10	-	59,229		59,229	59,229	-	59,229	m
		Pressure Washer	12/9/2008	4,405 P	ad5		10	-	4,405		4,405	4,405	-	4,405	
		Box Project Machine	9/30/2009	54,824 P	ad5		10	-	54,824		54,824	54,824	-	54,824	
		Sister Upgrade- Autoline	11/30/2009	26,745 P	ad5		10	-	26,745		26,745	26,745	-	26,745	
		Calpak Bins Machine	7/16/2010	44,500 P	ad5		10	-	44,500		44,500	44,500	-	44,500	

Category	Sys No	Est	In-Service date	Acquired Value	PT	Dep Meth	Est Life	Salv/LS&AW	Depreciable Basis	Per Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
		Husman-Guards for Line	8/3/2011	2,715	P	ad5	10	-	2,715		2,715	2,715	-	2,715	
		Boiler Vent MC Boil	7/29/2011	5,821	P	ad5	10	-	5,821		5,821	5,821	-	5,821	
		Export Grading Table	3/31/2012	42,902	P	ad5	10	-	42,902		42,902	42,902	-	42,902	
		Kwik Lok bag closer	11/1/2012	5,093	P	ad5	10	-	5,093		4,838	5,093	255	5,093	
		FCS pressure wash minus rebate	4/19/2013	23,641	P	ad5	10	-	23,641		22,459	23,641	1,182	23,641	
		Husman Pck Table	6/30/2013	2,258	P	ad5	10	-	2,258		2,145	2,258	113	2,258	
		MAF Chain C/S Machine	8/31/2014	32,625	P	ad5	5	-	32,625		32,625	32,625	-	32,625	
		Ster Rebuild Splic	12/31/2016	188,839	P	admm	10	-	188,839		110,156	129,040	18,884	129,040	
		Hurst Labeling System split	8/15/2017	48,814	P	admm	10	-	48,814		25,221	30,102	4,881	30,102	
		Orange Pck Dump - Riverside	10/31/2019	19,465	P	admm	10	-	19,465		5,780	7,706	1,927	7,706	
		Orange Pck Machine Rebuild	11/1/2022	101,821	P	admm	10	-	101,821		-	10,182	10,182	10,182	
		Total		2,956,272	P	admm	10	-	2,956,272		2,737,139	1,676,700	37,424	2,774,562	
	1522	Crane Trolley, Hoist	8/27/1992	1,343	P	ad5	10	-	1,343	10/31/2002	1,343	-	-	1,343	
		10 Tabbew & tools	9/17/1992	2,648	P	ad5	10	-	2,648	10/31/2002	2,648	-	-	2,648	
		75g Gas Water Heater	10/8/1992	426	P	ad5	10	-	426	10/31/2002	426	-	-	426	
		Komatsu Pallet Truck	1/7/1993	7,346	P	ad5	5	-	7,346	10/31/2002	7,346	-	-	7,346	
		Komatsu Pallet Truck	1/7/1993	7,346	P	ad5	5	-	7,346	10/31/2002	7,346	-	-	7,346	
		Repack area improvement	2/28/1993	21,944	P	ad5	10	-	21,944	10/31/2002	21,944	1,101	-	21,944	
		Bagging Area Improve	7/31/1993	140,161	P	ad5	10	-	140,161	10/31/2002	140,161	7,009	-	140,161	
		Backflow plumbing	12/9/1993	1,556	P	ad5	10	-	1,556	10/31/2002	1,556	230	-	1,556	
		Bur Code System (SFO)	9/30/1997	59,101	P	ad5	10	-	59,101	10/31/2002	59,101	26,596	-	59,101	
		Pck Machine	11/1/1990	6,730	P	ad5	10	-	6,730	10/31/2002	6,730	-	-	6,730	
		Scissor Lift	11/1/1990	4,953	P	ad5	5	-	4,953	10/31/2002	4,953	-	-	4,953	
		Microprocessor	12/31/1998	6,476	P	ad5	10	-	6,476	10/31/2002	6,476	3,965	-	6,476	
		F-4000 Washer	8/31/1999	66,094	P	ad5	10	-	66,094	10/31/2002	66,094	45,441	-	66,094	
		Bagger Voim	8/29/2000	64,025	P	ad5	10	-	64,025	10/31/2002	64,025	50,419	-	64,025	
		Bagger Voim	8/29/2025	44,818	PP	ad5	10	-	44,818	10/31/2002	44,818	35,294	-	44,818	
		Carton Sealer FMC	8/30/2000	25,860	P	ad5	10	-	25,860	10/31/2002	25,860	20,365	-	25,860	
		Motor-Electro-Hydon	9/30/2000	2,009	P	ad5	10	-	2,009	10/31/2002	2,009	1,582	-	2,009	
		Voim Pck	10/6/2000	20,076	P	ad5	10	-	20,076	10/31/2002	20,076	15,809	-	20,076	
		Flow Rocking System	1/1/2001	270,051	P	ad5	10	-	270,051	10/31/2002	270,051	229,543	-	270,051	
		FMC Sealer	1/1/2001	25,860	P	ad5	10	-	25,860	10/31/2002	25,860	21,981	-	25,860	
		FMC Sealer	1/1/2001	25,860	P	ad5	10	-	25,860	10/31/2002	25,860	21,981	-	25,860	
		Exhaust Fan	2/1/2001	4,100	P	ad5	10	-	4,100	10/31/2002	4,100	3,485	-	4,100	
		Exhaust Fan	2/1/2001	4,100	P	ad5	10	-	4,100	10/31/2002	4,100	3,485	-	4,100	
		Citra Filter FMC	6/5/2002	22,091	P	ad5	10	-	22,091	10/31/2002	22,091	21,263	-	22,091	
		Voim Bagging Machine and related equipment	6/5/2003	132,876	P	ad5	10	-	132,876			132,876	-	132,876	
		Relier Conveyors	3/31/2003	3,996	P	ad5	10	-	3,996			3,996	-	3,996	
		Arm Controller & Rail Guard	3/31/2003	1,326	P	ad5	10	-	1,326			1,326	-	1,326	
		Lemon Filler	12/31/2002	3,699	P	ad5	10	-	3,699			3,699	-	3,699	
		Quat System and Installation	12/31/2002	1,439	P	ad5	10	-	1,439			1,439	-	1,439	
		Packing Machine	1/16/2004	318,200	P	ad5	10	-	318,200			318,200	-	318,200	

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		Scissor Lift	1/13/2004	6,250	P	ad5	10	-	6,250		6,250	6,250	-	6,250	
		FMC Filter	12/31/2003	23,540	P	ad5	10	-	23,540		23,540	23,540	-	23,540	
		Spoilane Computer Hardware	2/20/2004	19,586	P	ad5	5	-	19,586		19,586	19,586	-	19,586	
		Pallet Wrap Machine	11/30/2004	22,817	P	ad5	10	-	22,817		22,817	22,817	-	22,817	
		Electric - All Tech	9/30/2005	50,345	P	ad5	10	-	50,345		50,345	50,345	-	50,345	
		Van Holman Steel Doors	11/10/2005	4,300	P	ad5	10	-	4,300		4,300	4,300	-	4,300	
		Stelliar Control Panel Retrofit	4/30/2006	26,685	P	ad5	10	-	26,685		26,685	26,685	-	26,685	
Disposed		MCS Entry Door	3/16/2006	6,800	P	ad5	10	-	6,800		6,800	6,800	-	6,800	
		Air Handling Units for Room 6	3/27/2006	22,000	P	ad5	10	-	22,000		22,000	22,000	-	22,000	
		Sunbelt Lift	10/5/2007	8,383	P	ad5	10	-	8,383		8,383	8,383	-	8,383	
		Arbon Equip & Diamond Co-Door	10/5/2008	15,746	P	ad5	15	-	15,746		14,827	15,746	918	15,746	
		Bath room Remodel	9/30/2008	11,829	P	ad5	15	-	11,829		11,139	11,829	690	11,829	
		Restroom Remodel - Van Holman	11/6/2008	12,446	P	ad5	15	-	12,446		11,201	12,031	830	12,031	
		Bagger - Mesa Cirus	6/9/2010	67,388	P	ad5	10	-	67,388		67,388	67,388	-	67,388	
		Steam Cleaner	4/30/2012	7,330	P	ad5	10	-	7,330		7,330	7,330	-	7,330	
		Bin Stacker - Huseman	7/31/2013	54,616	P	ad5	10	-	54,616		51,685	54,616	2,931	54,616	
		Refrigeration System	6/30/2014	388,989	P	ad5	10	-	388,989		330,641	369,540	38,699	369,540	
		Palletizer	10/15/2015	21,300	P	slmm	10	-	21,300		15,088	17,218	2,300	17,218	
		Compresso Controls for 2015 Refrigeration Upgrade	10/15/2015	84,653	P	slmm	10	-	84,653		59,963	68,428	8,665	68,428	
		Terminal Strips for 2015 Refrigeration Upgrade	10/15/2015	3,609	P	slmm	10	-	3,609		2,556	2,917	361	2,917	
		Refrigeration Upgrade 2015 (rooms 2&3)	10/15/2015	294,592	P	slmm	10	-	294,592		208,669	238,129	29,459	238,129	
		Kohlenberger Refrigeration Units	10/15/2015	96,203	P	slmm	10	-	96,203		68,143	77,764	9,620	77,764	
		Air Unit for 2015	10/15/2015	4,022	P	slmm	10	-	4,022		2,849	3,251	402	3,251	
		Giro Bagger	6/30/2017	101,507	P	slmm	10	-	101,507		54,137	64,288	10,151	64,288	
		Check Weigher	8/25/2017	23,000	P	slmm	10	-	23,000		11,883	14,183	2,300	14,183	
		Joint Packing Equipment - Giro	8/31/2018	217,700	P	slmm	10	-	217,700		90,708	112,478	21,770	112,478	
		Waste Water Improvement system Riverside	7/31/2019	50,108	P	slmm	10	-	50,108		16,285	21,296	5,011	21,296	
		Air Compressor - Riverside	10/31/2019	56,507	P	slmm	10	-	56,507		16,952	22,603	5,651	22,603	
		Tower Project - Riverside	2/11/2020	629,811	P	slmm	10	-	629,811		173,198	236,179	62,981	236,179	
		Oil Pump Replacement	9/30/2020	33,826	P	slmm	10	-	33,826		7,647	10,430	3,383	10,430	
		Machine Cleaning Device	3/11/2021	28,300	P	slmm	10	-	28,300		4,717	7,547	2,830	7,547	
		Bag Machine Upgrade - libel Machine Groupack	11/1/2022	20,838	P	slmm	10	-	20,838		-	2,084	2,084	2,084	
		Total		3,711,535				-	3,711,535		2,713,824	2,599,063	210,665	2,794,489	
	1524	286-33 Comp W/HNG	3/28/1991	8,809	P	ad5	6	-	8,809	10/31/2002	8,809	-	-	8,809	
		Chairs	4/8/1991	2,849	P	ad5	10	-	2,849	10/31/2002	2,849	-	-	2,849	
		Computer Cable	6/30/1991	3,040	P	ad5	6	-	3,040	10/31/2002	3,040	-	-	3,040	
		Computer Printers	12/31/1990	1,077	P	ad5	6	-	1,077	10/31/2002	1,077	-	-	1,077	
		Desk - Credenza, Chair	4/30/1991	2,883	P	ad5	10	-	2,883	10/31/2002	2,883	-	-	2,883	
		Worktable	4/30/1991	746	P	ad5	10	-	746	10/31/2002	746	-	-	746	
		Workstation, Udesk	5/7/1991	8,800	P	ad5	10	-	8,800	10/31/2002	8,800	-	-	8,800	
		Binding Machine	5/9/1991	319	P	ad5	10	-	319	10/31/2002	319	-	-	319	
		Desk Credenza Books	5/21/1991	10,440	P	ad5	10	-	10,440	10/31/2002	10,440	-	-	10,440	

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		Desk/Glass	1/30/1989	154 P	ad5		10	-	154	10/31/2002	154	-	-	154	
		Bookcase	1/30/1989	457 P	ad5		10	-	457	10/31/2002	457	-	-	457	
		Office Equipment	11/1/1990	50,909 P	ad5		6	-	50,909	10/31/2002	50,909	-	-	50,909	
		Chairs	12/31/889	1,591 P	ad5		10	-	1,591	10/31/2002	1,591	975	-	1,591	
		Sales Office workst	10/31/1999	6,563 P	ad5		10	-	6,563	10/31/2002	6,563	4,513	-	6,563	
		Computer Terminal	11/30/1999	7,838 P	ad5		5	-	7,838	10/31/2002	7,838	3,330	-	7,838	
		Office Furniture	12/30/1999	5,531 P	ad5		10	-	5,531	10/31/2002	5,531	3,941	-	5,531	
		Cap Workstation	5/31/2000	2,615 P	ad5		10	-	2,615	10/31/2002	2,615	1,993	-	2,615	
		Office Furniture	11/1/2000	1,540 P	ad5		10	-	1,540	10/31/2002	1,540	1,309	-	1,540	
		Computer Equipment	2/24/2002	3,309 P	ad5		5	-	3,309	10/31/2002	3,309	2,895	-	3,309	
Disposed		Expert Computer Perid	12/18/2001	1,579 P	ad5		5	-	1,579	10/31/2002	1,579	1,302	-	1,579	
		File Cabinet	4/30/2002	806 P	ad5		10	-	806	10/31/2002	806	755	-	806	
		Oak Verner Table	7/11/1991	634 P	ad5		10	-	634	10/31/2002	634	-	-	634	
		U-shaped Desk	7/18/1991	957 P	ad5		10	-	957	10/31/2002	957	-	-	957	
		Glass for Desk	8/31/1991	100 P	ad5		10	-	100	10/31/2002	100	-	-	100	
		File Cabinet	12/10/1992	668 P	ad5		10	-	668	10/31/2002	668	31	-	668	
		Maynard 1350q Tr DR	6/7/1993	1,709 P	ad5		5	-	1,709	10/31/2002	1,709	-	-	1,709	
		Board Room Furniture	11/18/1993	1,100 P	ad5		10	-	1,100	10/31/2002	1,100	165	-	1,100	
		Microwave	1/31/1994	306 P	ad5		10	-	306	10/31/2002	306	42	-	306	
		Spokane Computer SYS	7/1/1994	253,568 P	ad5		5	-	253,568	10/31/2002	253,568	-	-	253,568	
		Printer & Screen	7/10/1995	1,320 P	ad5		5	-	1,320	10/31/2002	1,320	-	-	1,320	
		RCA VCR	8/31/1995	239 P	ad5		10	-	239	10/31/2002	239	68	-	239	
		Spokane Software UpG	2/6/1996	30,000 P	slmm		3	-	30,000	10/31/2002	30,000	-	-	30,000	
		8 586 100MHz Nodes	2/14/1996	17,671 P	ad5		5	-	17,671	10/31/2002	17,671	-	-	17,671	
		Computer Network Cable	2/20/1996	915 P	ad5		5	-	915	10/31/2002	915	-	-	915	
		HP LaserJet 4v	1/4/1996	2,473 P	ad5		5	-	2,473	10/31/2002	2,473	-	-	2,473	
		Ethernet for A5400	3/1/1996	3,144 P	ad5		5	-	3,144	10/31/2002	3,144	-	-	3,144	
		IBM Printer #5224	3/14/1996	600 P	ad5		5	-	600	10/31/2002	600	-	-	600	
		Office Work Station	4/11/1996	19,607 P	ad5		10	-	19,607	10/31/2002	19,607	6,860	-	196,087	
		Lateral Files 50	4/11/1996	4,008 P	ad5		10	-	4,008	10/31/2002	4,008	1,401	-	4,008	
		Telephone system	4/12/1996	19,264 P	ad5		10	-	19,264	10/31/2002	19,264	6,745	-	19,264	
		Network Cable	2/20/1996	1,057 P	ad5		5	-	1,057	10/31/2002	1,057	-	-	1,057	
		17MonitorPC"	3/31/1997	539 P	ad5		5	-	539	10/31/2002	539	-	-	539	
		Computer Programs - Firewall & Picking	6/24/2009	31,800 P	ad5		5	-	31,800		31,800	-	-	31,800	
		Paymaster Check Signer	3/31/2010	1,868 P	ad5		10	-	1,868		1,868	-	-	1,868	
		Predict Audit System Spokane	10/17/2011	22,035 P	ad5		10	-	22,035		22,035	-	-	22,035	
		Spokane/Expert Upgrade	3/31/2012	63,163 P	ad5		10	-	63,163		63,163	-	-	63,163	
		Pallet Tag Conversion Spokane	12/31/2012	14,624 P	ad5		10	-	14,624		13,893	14,624	731	14,624	
		Copyer Kwiktek	5/31/2013	1,623 P	ad5		7	-	1,623		1,623	-	-	1,623	
		Spokane Grower Web Upgrade	12/4/2014	8,500 P	slmm		3	-	8,500		8,500	-	-	8,500	
		Table Desk Chairs, Ventura	8/26/2015	3,116 P	slmm		10	-	3,116		2,545	2,545	312	2,545	
		7 Computers, Printer Ventura, and River-side	8/31/2015	15,126 P	slmm		5	-	15,126		15,126	-	-	15,126	

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		Spoilone Programming	7/1/2016	14,000	P	slmm	3	-	14,000		14,000	14,000	-	14,000	
		Total		657,589					657,589		655,975	211,609	1,043	657,018	
	1544	Komatsu F/I, FB 185H-5	5/25/1994	16,235	P	ad5	10	-	16,235	10/31/2002	16,235	2,431	-	16,235	
		Komatsu F/I, 188dct	8/13/1992	25,058	P	ad5	10	-	25,058	10/31/2002	25,058	-	-	25,058	
		Komatsu Forklift	10/24/1995	20,264	P	ad5	10	-	20,264	10/31/2002	20,264	5,829	-	20,264	
		Case580E Forklift	6/27/1996	81,351	P	ad5	10	-	81,351	10/31/2002	81,351	28,473	-	81,351	
		Komatsu Forklift	8/15/1996	13,469	P	ad5	10	-	13,469	10/31/2002	13,469	4,713	-	13,469	
		Komatsu Forklift	8/15/1996	13,469	P	ad5	10	-	13,469	10/31/2002	13,469	4,713	-	13,469	
		PH Forklift	9/27/1998	24,232	P	ad5	10	-	24,232	10/31/2002	24,232	13,328	-	24,232	
		PH Forklift	9/27/1998	24,232	P	ad5	10	-	24,232	10/31/2002	24,232	13,328	-	24,232	
		S66 Forklift	5/27/1999	44,969	P	ad5	10	-	44,969	10/31/2002	44,969	29,792	-	44,969	
		H500M Forklift-2	3/18/1999	45,563	P	ad5	10	-	45,563	10/31/2002	45,563	29,047	-	45,563	
		E300M Forklift-2	4/1/1999	50,535	P	ad5	10	-	50,535	10/31/2002	50,535	32,214	-	50,535	
		S565 Forklift Sequel	1/20/2000	51,397	P	ad5	10	-	51,397	10/31/2002	51,397	32,123	-	51,397	
		Wiggins Forklift Yr	5/31/2000	12,900	P	ad5	10	-	12,900	10/31/2002	12,900	9,352	-	12,900	
		Zeman Trailer Forkh	5/31/2000	300	P	ad5	10	-	300	10/31/2002	300	217	-	300	
		Electric Forklift	7/1/2001	8,991	P	ad5	10	-	8,991	10/31/2002	8,991	7,642	-	8,991	
		Hydraf Forklift	5/24/2001	26,142	P	ad5	10	-	26,142	10/31/2002	26,142	22,221	-	26,142	
		Hydraf Forklift	5/24/2001	26,142	P	ad5	10	-	26,142	10/31/2002	26,142	22,221	-	26,142	
		Hydraf Forklift E300M2	6/5/2003	21,009	P	ad5	10	-	21,009		21,009	21,009	-	21,009	
		Propane Forklift	1/27/2005	23,214	P	ad5	10	-	23,214		23,214	23,214	-	23,214	
		Hydraf Forklift	4/25/2008	27,908	P	ad5	10	-	27,908		27,908	27,908	-	27,908	
		Yale Chase MX Cart	3/26/2008	5,061	P	ad5	10	-	5,061		5,061	5,061	-	5,061	
		Ritchie Bros Scissor Lift	10/15/2009	10,815	P	ad5	10	-	10,815		10,815	10,815	-	10,815	
		Hydraf H500T Forklift	9/13/2010	27,894	P	ad5	10	-	27,894		27,894	27,894	-	27,894	
		Hydraf H600T Forklift	9/13/2010	46,552	P	ad5	10	-	46,552		46,552	46,552	-	46,552	
		Johnson Lift Batteries	11/30/2010	16,989	P	ad5	7	-	16,989		16,989	16,989	-	16,989	
		Johnson Forklift Battery	3/27/2012	39,823	P	ad5	10	-	39,823		39,823	39,823	-	39,823	
		Johnson Batteries	3/31/2013	31,723	P	ad5	7	-	31,723		31,723	31,723	-	31,723	
		Propane Forklift Yachtias	6/1/2015	38,608	P	slmm	10	-	38,608		38,608	32,495	3,861	32,495	
		Floor Scrubber	2/17/2017	48,521	P	slmm	10	-	48,521		48,521	32,347	4,852	32,347	
		Forklift Truck	6/8/2017	48,525	P	slmm	10	-	48,525		48,525	31,137	4,853	31,137	
		Forklift Dinuba	2/28/2017	157,615	P	slmm	10	-	157,615		89,315	105,076	15,761	105,076	
		Forklift Batteries Riverside	11/1/2002	37,586	P	slmm	7	-	37,586		-	5,362	5,362	5,362	
		Total		1,067,042				-	1,067,042		907,966	715,050	34,689	942,655	
	1546	Fried bins 2016	3/1/2013	186,711	P	ad5	7	-	186,711		186,711	186,711	-	186,711	
		Fried bins, Porterville	12/1/2013	129,330	P	ad5	7	-	129,330		129,330	129,330	-	129,330	
		Fried Bins - 96	9/10/2013	13,280	P	ad5	7	-	13,280		13,280	13,280	-	13,280	
		Fried Bins (ornly system #482)	10/31/2012	-	P	slmm	7	-	-		-	-	-	-	
		Fried Bins (384)	10/28/2014	-	P	ad5	7	-	-		-	-	-	-	
		Fried Bins 2015 (192 bins)	2/16/2015	17,027	P	slmm	7	-	17,027		17,027	17,027	-	17,027	
	Category	1546	Fried Bins 2015 (192 bins)	10/26/2015	22,728	P	slmm	7	-		22,728	22,728	-	22,728	

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Category	Sys No	Est	In-Service date	Acquired Value	PT	Dep't Meth	Est Life	Salv./Est Salv.	Depreciable Basis	Per Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
		Field Bins - Dribble	10/7/2016	75,000	P	slmm	7	-	75,000		65,179	75,000	9,821	75,000	
		Macrobins-384	10/31/2016	26,093	P	slmm	7	-	26,093		22,865	26,093	3,228	26,093	
		Field Bins 2017	10/31/2017	48,123	P	slmm	7	-	48,123		34,374	41,248	6,875	41,248	
		Field Bin Additions 684 Bins	10/31/2018	97,193	P	slmm	7	-	97,193		55,539	69,424	13,885	69,424	
		Field Bin Additions 354 Bins	6/30/2019	47,950	P	slmm	7	-	47,950		22,833	29,683	6,500	29,683	
		Field Bin Addition Bins	6/30/2020	116,789	P	slmm	7	-	116,789		38,910	55,614	16,684	55,614	
		Field Bin Additions 702 Bin	10/31/2021	60,878	P	slmm	7	-	60,878		8,697	17,394	8,697	17,394	
	1546			841,102					841,102		161,992	683,532	66,539	683,532	
Category	1554	Brinet Bin Dumper	2/25/1988	3,250	P	ad5	10	-	3,250	10/31/2002		-	-	3,250	
		Project 1974 Quarantine RT	3/31/2009	44,415	P	ad5	10	-	44,415		44,415	44,415	-	44,415	
		Project 1975 Quarantine Trailer	9/30/2009	15,706	P	ad5	10	-	15,706		15,706	15,706	-	15,706	
		First Trailer Upgrade	11/1/2009	18,482	P	ad5	10	-	18,482		18,482	18,482	-	18,482	
		Second Trailer	11/30/2009	57,203	P	ad5	10	-	57,203		57,203	57,203	-	57,203	
	1554			139,056					139,056		139,056	135,806	-	139,056	
Disposed	1554	Auto - John Deere 2010 Manager	9/24/2009	59,097	P	ad5	5	-	59,097		59,097	59,097	-	59,097	
		Ford F150 Garf	7/6/2010	35,552	P	ad5	5	-	35,552		35,552	35,552	-	35,552	
		Maribel Nema 2011 GM	7/31/2011	39,128	P	ad5	5	-	39,128		39,128	39,128	-	39,128	
		2014 F-150 - Real	12/10/2014	34,021	P	slmm	5	-	34,021		34,021	34,021	-	34,021	
		Fritts-Ruben Truck	2/8/2016	37,386	P	slmm	5	-	37,386		37,386	37,386	-	37,386	
		Garff Truck	4/20/2016	50,050	P	slmm	5	-	50,050		50,050	50,050	-	50,050	
		Starline Ford- Brad	10/31/2016	63,995	P	slmm	5	-	63,995		63,995	63,995	-	63,995	
Disposed		2017 Ford F-150	5/26/2017	33,183	P	slm	5	-	33,183		33,183	33,183	-	33,183	
		2017 F-150 77435	1/12/2018	25,718	P	slmm	5	-	25,718		24,861	25,718	857	25,718	
		2019 GMC Sierra Maribel	10/29/2019	55,610	P	slmm	5	-	55,610		33,366	44,488	11,122	44,488	
		2020 F-150 VIN 16331	11/13/2020	36,891	P	slmm	10	-	36,891		7,378	11,067	3,689	11,067	
Category	1574			470,631					470,631		418,016	433,685	15,668	433,685	
Category	1582	Lemon Line Improvment	7/28/1994	51,447	P	ad5	10	-	51,447	10/31/2002		7,714	-	51,447	
		Bin Dump System	11/1/1990	100,137	P	ad5	10	-	100,137	10/31/2002		-	-	100,137	
		Roll Elevator	11/1/1990	5,753	P	ad5	10	-	5,753	10/31/2002		-	-	5,753	
		Autoline Lemon Wash	3/31/1998	79,735	P	ad5	10	-	79,735	10/31/2002		43,852	-	79,735	
		Autoline Sorter	6/30/1998	158,875	P	ad5	10	-	158,875	10/31/2002		87,379	-	158,875	
		PWC Washer	10/7/2004	157,740	P	ad5	10	-	157,740		157,740	157,740	-	157,740	
		Tazco Wash Line Wall	12/16/2004	5,123	P	ad5	10	-	5,123		5,123	5,123	-	5,123	
		Fruit Dryer	12/31/2006	2,910	P	ad5	10	-	2,910		2,910	2,910	-	2,910	
Disposed		M&E Bin Washer Upgrade	11/7/2007	7,866	P	ad5	10	-	7,866		7,866	7,866	-	7,866	
		Husman Lemon Wash Guards	10/6/2011	2,435	P	ad5	10	-	2,435		2,435	2,435	-	2,435	
		Modular RT Ptegrade	10/30/2017	20,769	P	slmm	10	-	20,769		10,385	12,461	2,077	12,461	
Category	1582			592,790					592,790		582,066	377,480	2,077	584,482	

EXHIBIT A

Category	Sys No	Est	In-Service date	Acquired Value	PT	Dep Meth	Est Life	Salv./Residual	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
Category	1386	Tanco - Cooler Box	8/19/2003	4,879	P	ad5	10	-	4,879		4,879	4,879	-	4,879	
		2006 Bns (1336)	12/31/2005	159,168	P	ad5	7	-	159,168		159,168	159,168	-	159,168	
		2006 Bns (788)	3/15/2006	82,818	P	ad5	7	-	82,818		82,818	82,818	-	82,818	
		2008 Field Bins (480)	12/31/2007	57,806	P	ad5	7	-	57,806		57,806	57,806	-	57,806	
		2008 Field Bins (384)	10/1/2008	54,075	P	ad5	7	-	54,075		54,075	54,075	-	54,075	
		2009 Field Bins (1056)	1/31/2009	124,270	P	ad5	7	-	124,270		124,270	124,270	-	124,270	
		(2016) Field Bins	12/29/2009	255,364	P	ad5	7	-	255,364		255,364	255,364	-	255,364	
		(1968) Field Bins	6/1/2010	266,881	P	ad5	7	-	266,881		266,881	266,881	-	266,881	
		(48) Field Bins	4/2/2010	6,760	P	ad5	7	-	6,760		6,760	6,760	-	6,760	
Category	1386			1,012,021					1,012,021		1,012,021	1,012,021	-	1,012,021	
Category	1398	Instal Lemon Sier	5/15/1991	14,685	P	ad5	10	-	14,685	10/31/2002	14,685	-	-	14,685	
		7 B/GRAVITYCONVEY	8/8/1991	2,757	P	ad5	10	-	2,757	10/31/2002	2,757	-	-	2,757	
		Lemon Line Imprints	5/1/1992	27,370	P	ad5	10	-	27,370	10/31/2002	27,370	-	-	27,370	
		Lemon Line Imprints	4/30/1993	46,470	P	ad5	10	-	46,470	10/31/2002	46,470	2,323	-	46,470	
		STD Lemon Line (MC)	2/13/1997	195,095	P	ad5	10	-	195,095	10/31/2002	195,095	87,790	-	195,095	
		Rail Elevator	11/1/1990	15,304	P	ad5	10	-	15,304	10/31/2002	15,304	-	-	15,304	
		Rail Elevator	11/1/1990	9,582	P	ad5	10	-	9,582	10/31/2002	9,582	-	-	9,582	
		Air Dyer	11/1/1990	80,807	P	ad5	10	-	80,807	10/31/2002	80,807	-	-	80,807	
		Cotton Filler (18)	11/1/1990	309,051	P	ad5	10	-	309,051	10/31/2002	309,051	-	-	309,051	
		Traffic Copr (32)	11/1/1990	10,697	P	ad5	10	-	10,697	10/31/2002	10,697	-	-	10,697	
Disposed	(2)	BROODER COUNTFLR	6/30/1998	19,826	P	ad5	10	-	19,826	10/31/2002	19,826	10,902	-	19,826	
Disposed	(3)	BROODER COUNTFLR	10/31/1998	29,739	P	ad5	10	-	29,739	10/31/2002	29,739	16,356	-	29,739	
		Grad Sorter 9 Lanes	1/1/2001	276,472	P	ad5	10	-	276,472	10/31/2002	276,472	235,001	-	276,472	
		Lemon Pack Sier	8/24/2008	226,133	P	ad5	10	-	226,133		226,133	226,133	-	226,133	
		Lemon Pack Equip Dimpline	9/5/2008	322,172	P	ad5	10	-	322,172		322,172	322,172	-	322,172	
		Modd Containment	7/31/2009	8,714	P	ad5	10	-	8,714		8,714	8,714	-	8,714	
		Bin Scrubber JBT	7/31/2009	98,280	P	ad5	10	-	98,280		98,280	98,280	-	98,280	
		Van Holland Containment	8/27/2010	2,700	P	ad5	10	-	2,700		2,700	2,700	-	2,700	
		Bin Conveyor Husman	10/31/2010	21,850	P	ad5	10	-	21,850		21,850	21,850	-	21,850	
		Husman Bin Conveyor/Installation	1/20/2011	10,099	P	ad5	10	-	10,099		10,099	10,099	-	10,099	
		Aweth Grader	10/6/2017	759,169	P	slmm	10	-	759,169		385,911	461,828	75,917	461,828	
		Husv Labeling System	9/15/2027	43,390	P	slmm	10	-	43,390		22,418	26,757	4,339	26,757	
		Aweth Grader Lemons and Tang upgrade	10/1/2018	419,802	P	slmm	10	-	419,802		171,420	213,401	41,980	213,401	
		Hydraulic Unit	2/17/2020	10,900	P	slmm	10	-	10,900		2,907	3,997	1,090	3,997	
				2,961,066					2,961,066		2,310,458	1,746,302	123,326	2,433,785	

EXHIBIT B

EXHIBIT B

FORM OF BILL OF SALE

THIS BILL OF SALE (this “Bill of Sale”), dated as of [____], 2025, is entered into between Charles W. Daff, solely in his capacity as the Chapter 7 trustee (“Trustee” or “Seller”) for the bankruptcy estate of Corona - College Heights Orange and Lemon Association (“Debtor”). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale and Settlement Agreement dated as of September ____, 2025 between, *inter alia*, Seller and Buyer.

For good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, Seller does give, grant, bargain, sell, transfer, assign, convey and deliver to Buyer, pursuant to the Bankruptcy Court’s order entered on October ____, 2025 on an “as is, where is” basis and with all faults, all of the Purchased Equipment left by the Debtor at the certain facilities located at 8000 Lincoln Avenue, Riverside, California 92504, including but not limited to all the Debtor’s plastic field bins in the possession of third parties. Buyer has not relied and did not rely on, and neither Seller nor the Debtor is liable for or bound by, any express or implied warranties, guarantees, statements, representation or information pertaining to the Purchased Equipment relating thereto made or furnished by Seller or his representatives, to whomever made or given, directly or indirectly, orally or in writing. Buyer had an opportunity to conduct such due diligence, inspections and investigations of the assets as Buyer deemed necessary or desirable to satisfy itself as to the Purchased Equipment and its acquisition thereof.

Seller hereby covenants that he will, upon reasonable written request therefor and at Buyer’s sole cost and expense, execute and deliver such other documents; and do such other acts and things, all as Buyer, its nominees, successors and/or assigns may reasonably request in order to fully assign and transfer to and vest in Buyer, its nominees, successors and/or assigns, and protect its or their rights, title and interest in and enjoyment of, all of the assets of such Seller intended to be transferred and assigned hereby.

All references to “Seller” and “Buyer” herein shall be deemed to include their respective designees, nominees, successors and/or assigns, where the context permits.

This Bill of Sale is governed by the laws of the State of California without regard to its conflicts of law principles that would cause the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLER:

By: _____
Name: Charles W. Daff
Title: Chapter 7 Trustee of the bankruptcy
estate of Corona - College Heights Orange and
Lemon Association