

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIG TREE ORGANIC FARMS		06/24/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ORGANIC ALMOND, INC.		
Street Address:	c/o Law Offices Dan Stanley, 4 Park Plaza		
Internal Address:	Suite 1040		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3808865	BIG TREE ORGANIC FARMS	
CORRESPONDENCE DATA			
Fax Number:	9499438358		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-943-8300		
Email:	tlightman@fishiplaw.com		
Correspondent Name:	FISH IP LAW, LLP		
Address Line 1:	2603 Main Street, Suite 1000		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Robert D. Fish		
SIGNATURE:	/Robert D. Fish/		
DATE SIGNED:	05/20/2019		
Total Attachments: 42			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of June 24, 2016, is entered into by and among Big Tree Organic Farms, a California cooperative corporation (the “Company”), Tom Nakashima, Bill Reichle, Dan Carroll, and Bonnie Carroll (each a “Seller” and collectively the “Sellers”), and Organic Almond, Inc., a California corporation (“Purchaser”).

RECITALS

A. The Company is an organic almond marketing cooperative owned by organic almond growers engaged in acquiring, processing and selling organic almonds (the “Business”);

B. The Company desires to sell, and Purchaser desires to purchase, the Assets of the Company as defined herein and for the consideration and on the terms set forth in this Agreement; and

C. The Sellers are all of the member/owners of the Company and recognize that each of their agreement to the terms of this Agreement is a material inducement for Purchaser to enter into this Agreement.

AGREEMENT

The parties agree as follows:

ARTICLE I SALE AND TRANSFER OF ASSETS; CLOSING

Section 1.1 Assets to Be Sold. At the Closing, the Company will sell, convey, assign, transfer and deliver to Purchaser, and Purchaser will purchase and acquire from the Company, free and clear of any Encumbrances, all of the Company’s rights, title and interest in and to the Assets of the Company necessary for the operation of the Business. The assets of the Company (other than the Excluded Assets) to be sold to Purchaser in this transaction are as set forth below:

- (a) The inventory described in Schedule 1.1(a) (“Inventory”);
- (b) all equipment, machinery, furniture, supplies, computers, computer systems and all related equipment listed on Schedule 1.1(b);
- (c) all packaging materials described in Schedule 1.1(c);
- (d) all pre-paid fees described on Schedule 1.1 (d) and all deposits, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment relate to the Business;
- (e) all brand names, trade name and marks and similar Intellectual Property and all goodwill associated therewith, including without limitation those items listed on Schedule 1.1(e);

(f) records, ledgers, files, documents, lists, and other printed or written materials lists and records pertaining to customer accounts (whether past, current or future potential), suppliers, distributors, personnel and agents;

(g) all goodwill and going concern value with respect to the Company including the telephone numbers associated or used in the Company's business, domain names, email accounts and social media affiliated with the Company's sales or marketing efforts; and

(h) all other assets identified by Purchaser by closing necessary to operate the Business, other than the Excluded Assets.

The assets set forth in this Section 1.1 are all of the assets to be sold to Purchaser pursuant to this Agreement and are referred to herein collectively as the "Assets."

Section 1.2 Excluded Assets. Notwithstanding the foregoing Section 1.1, the following assets are expressly excluded from the purchase and sale contemplated by this Agreement (the "Excluded Assets"):

- (a) cash, cash equivalents and accounts receivable;
- (b) the Company's rights under or pursuant to this Agreement;
- (c) the Company's minute books, statutory books and corporate seal;
- (d) all business insurance policies;
- (e) all employee benefit plans; and
- (f) all contracts related to Indebtedness.

Section 1.3 Liabilities.

(a) Assumed Liabilities. Purchaser shall not assume any liabilities of the Company or its Sellers.

(b) Retained Liabilities. All Liabilities of the Company shall remain the sole responsibility of the Company, will be retained, paid, performed and discharged solely by the Company, and are expressly not being assumed by Purchaser (the "Retained Liabilities"). For the avoidance of doubt, the Retained Liabilities will expressly include (without limitation): (i) Liabilities related to Taxes; (ii) all Liabilities related to the Excluded Assets, and (iii) the Company and the Sellers expenses pursuant to Section 5.4 herein.

Section 1.4 Purchase Price; Payment of Purchase Price.

(a) The consideration for the Assets is the Purchase Price. The “Purchase Price” means the delivery of the following as consideration for the purchase of the Assets:

(i) [REDACTED] and

(ii) Release by Fratelli Damiano & C.S.r.l, an affiliate of Purchaser, of any obligations, claims or damages related to (a) Company’s existing contractual obligations to purchase almonds from Fratelli Damiano & C.S.r.l, and (b) certain amounts owed to Fratelli Damiano & C.S.r.l for prior sales of almonds to the Company (the “Release”);

(b) At Closing, Purchaser will:

(i) pay the cash component of the Purchase Price by check or wire transfer; and

(ii) deliver to the Company the executed Release from Fratelli Damiano & C.S.r.l

Section 1.5 Closing Date. The consummation of the transactions provided for in this Article I (the “Closing”) will take place following satisfaction or waiver of all of the closing conditions set forth in Sections 4.1 and 4.2 (other than those required to be satisfied at the Closing), or on such other mutually agreeable date (the “Closing Date”), but not later than June 30, 2016.

Section 1.6 Purchase Price Adjustment.

(a) At the Closing, the Company and Purchaser shall jointly conduct an inventory of almonds (“Closing Inventory”) which inventory must be reasonably satisfactory to Purchaser and the Company.

(b) [REDACTED]

Section 1.7 Purchase Price Allocation. The Purchase Price will be allocated among the Assets in accordance with applicable law and as set forth in Schedule 1.7, and the parties agree to report such allocations consistently on IRS Form 8594.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY
AND THE SELLERS**

Except as set forth in the disclosure schedules delivered to Purchaser concurrently herewith (together, the “Company Disclosure Schedule”), as of the date hereof, the Company and the Sellers, jointly and severally, represent and warrant to Purchaser as follows:

Section 2.1 Organization and Power; Authorization. The Company is a cooperative corporation duly organized, validly existing and in good standing under the laws of the State of California. The Company possesses all requisite corporate power and authority necessary to own and operate its properties, to carry on the Business as now conducted, to execute and deliver this Agreement, and to carry out the Contemplated Transactions.

Section 2.2 Capitalization; Subsidiaries. The only member/owners of the Company are the Sellers. The Company does not have any subsidiaries and does not hold any equity interest of any Person.

Section 2.3 Authority. The Company has the requisite corporate power to execute and deliver this Agreement and to fulfill its obligations to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement by the Company have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the Company and the Sellers. The Agreement constitutes the valid and binding obligation of the Company and the Sellers enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratoriums, or similar Laws at the time in effect affecting the enforceability or right of creditors generally and by general equitable principles that may limit the right to obtain equitable remedies.

Section 2.4 Noncontravention. Neither the execution nor delivery of this Agreement nor the consummation of the Contemplated Transactions will conflict with or result in any violation of any provision of the Governing Documents of the Company. Except as set forth on Schedule 2.4 of the Company Disclosure Schedule, no Consent, Order or approval of or filing with any Person or Governmental Entity, including without limitation, Consents from parties to contracts with the Company or the Sellers, or approval by the Attorney General of California is required for the execution and delivery of this Agreement and the consummation of the Contemplated Transactions.

Section 2.5 Financial Statements. Attached to Schedule 2.5 of the Company Disclosure Schedule is (a) an unaudited profit and loss statement and balance sheet of the Company as of June 30, 2015 for the fiscal year then ended; and (b) an unaudited profit and loss statement and balance sheet of the Company, as of May 31, 2016 for the eleven-month period then ended (the “Financial Statements”). The Financial Statements fairly present the financial condition of the Company and the accounting practices have been consistently applied for all periods represented by the Financial Statements. The Company’s books and records of accounts are complete and correct and accurately reflect all of the assets, liabilities, transactions and results of operations of the Company and the Financial Statements have been prepared and

presented based upon and in conformity therewith. The Company does not have any Indebtedness secured by the Assets.

Section 2.6 No Undisclosed Liabilities. The Company does not have any Liabilities, Indebtedness, or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due, except (a) those disclosed or reserved against on the Financial Statements, or (b) those incurred after December 31, 2015, in the Ordinary Course.

Section 2.7 Title to Assets. The Company owns good and transferable title to all Assets, free and clear of any Encumbrances. Such assets, taken as a whole, are free from any defects, have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear) and suitable for the purposes for which such assets are presently used. The Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing.

Section 2.8 Contracts.

(a) Schedule 2.8 of the Company Disclosure Schedule contains an accurate list of all Material Contracts.

(b) The Company has performed all obligations required to be performed by it to date under the Material Contracts, and there are no defaults, to the Knowledge of the Company, by any other party thereto, and no event has occurred (or failed to occur) that, with the passing of time or the giving of notice or both would constitute a default by the Company under any such Material Contract, including the consummation of the Contemplated Transactions.

Section 2.9 Intellectual Property Rights. Set forth on Schedule 2.9 of the Company Disclosure Schedule is a list and brief description of all trademarks, trademark applications and registrations, service marks, service mark applications, trade names, web/domain names, and copyrights owned by or registered in the name of the Company, or in which the Company has any right. The Company owns all rights in, or possesses adequate licenses or other rights to use, all patents, patent applications, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, proprietary rights, trade names, web/domain names, copyrights, Website Content, formulae, trade secret, and know how necessary to conduct the Business as conducted and as proposed to be conducted (collectively, "Intellectual Property"). No Seller individually owns or has any interest in the Intellectual Property used by the Company. All employees and independent contractors (including consultants) which have participated in the development or creation of Intellectual Property have executed appropriate assignment agreements, pursuant to which each such employee or independent contractor has assigned to the Company all of its rights, in and to all Intellectual Property.

Section 2.10 Litigation. There is no suit, claim, action, Proceeding or investigation pending or, to the Knowledge of the Company, threatened against the Company or to which the Company is a party with regard to the Assets or the Company before any Governmental Entity or arbitration authority. The Company is not in breach or default with respect to, or subject to, any

Order of any court or other Governmental Entity, and there are no unsatisfied judgments against the Company, the Business or the Assets.

Section 2.11 Environmental Matters. The Company has complied and is in compliance with all Environmental Laws. No facts, events, or conditions relating to the past or present properties or operations of the Company will give rise to any remedial obligations of the Company pursuant to Environmental Laws, or give rise to any other Liabilities of the Company pursuant to Environmental Laws.

Section 2.12 Tax Matters. The Company has filed all Tax Returns (including sales tax returns) that it was required to file. All such Tax Returns were true, correct and complete in all respects. All Taxes due and payable by the Company have been paid. The Company has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other third party and each such party has been properly classified.

Section 2.13 Compliance with Laws; Permits. The Company is in material compliance with all applicable Laws. There are no permits, approvals, registrations, franchises, licenses, certificates, accreditations and other authorizations of all Governmental Entities or other third parties ("Permits") required for the Company to conduct the Business or to own, lease, use or operate the Assets.

Section 2.14 Brokerage and Finder's Fees. Neither the Company nor any Seller has incurred nor will incur any brokerage, finder's or similar fee in connection with the Contemplated Transactions.

Section 2.15 Insurance. The Company is currently insured by insurers unaffiliated with the Company with respect to its properties, assets and operation of its Business in such amounts and against such risks that are appropriate and customary for the type of business conducted by the Company.

Section 2.16 Inventory. The Inventory is held for wholesale and resale and consists of items that are of a quality and quantity usable and salable. The entire inventory is located at the Company's principal place of business except for: (a) a certain portion that is held at a third party cold storage facility and (b) 9,240 pounds certain portion that is or will be at California Custom Processing at 2121 West Almond Ave, Madera, CA 93637 at the Closing. The Company will transfer the rights to such storage or processing to Purchaser at the Closing.

Section 2.17 Employees. Schedule 2.17 lists all Persons employed by the Company as of May 31, 2016. Schedule 2.17 states, with respect to such Persons, their title and current rate of compensation.

Section 2.18 Employee Benefit Plans.

(a) Schedule 2.18 of the Company Disclosure Schedule sets forth any "employee benefit plans" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), bonus and other material employee fringe benefit plans or arrangements. (all the foregoing being herein

called the “Benefit Plans”) maintained, or contributed to, by the Company for the benefit of any employees of the Company.

(b) The Benefit Plans are in compliance with the applicable provisions of ERISA, the Code, and other applicable Laws.

Section 2.19 Absence of Certain Developments. Except as set forth on Schedule 2.19 of the Company Disclosure Schedule, since December 31, 2015, the Company has conducted its Business only in the Ordinary Course, has incurred no Liabilities other than in the Ordinary Course Affiliate Transactions. No Seller, nor any director, officer, or Affiliate of the Company, or any individual related by blood, marriage, or adoption to any such individual or any entity in which any such Person or individual owns any beneficial interest, is a party to any agreement, contract, commitment, or transaction with the Company, or has any interest in any real, tangible, or intangible asset or property used by the Company.

Section 2.20 Real Property. The Company does not own any real property. The Company’s only leased real property is at 2801 Lasiter Road in Turlock, California (“Leased Real Property”). The Company’s possession and quiet enjoyment of the Leased Real Property under such lease has not been disturbed, and there are no disputes with respect to such lease, the Company is not in breach or default under such lease, and all buildings, improvements and equipment, and all components thereof, included in the Leased Real Property are in good condition and repair (fair wear and tear excepted) and sufficient for the operation of the Business as conducted thereon.

Section 2.21 Warranties. Each of the products the Business processed sold, or distributed (the “Products”) meets, and, at all times, has met, all standards for quality and as prescribed by Law and industry standards. There have not been any mandatory or voluntary product recalls or withdrawals with respect to any Products. The Company has no Liability arising out of any injury to any Person or property as a result of the ownership, possession, or consumption of any Products processed, sold, or distributed by the Company.

Section 2.22 Labor Relations. The Company has complied in all respects with all applicable requirements of Governmental Entities pertaining to the employment of labor, including those relating to wages, hours, collective bargaining, employment discrimination, sexual harassment, worker’s compensation, and the payment of or withholding of taxes and there are no actions pending or, to the Knowledge of the Company, threatened against the Company in connection therewith.

Section 2.23 Disclosure. No representation or warranty by the Company or the Sellers contained in this Agreement, and no statement contained in the Company Disclosure Schedule or any other document, certificate or other instrument delivered to or to be delivered by or on behalf of the Company or the Sellers pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to the Company and the Sellers as follows:

Section 3.1 Organization. Purchaser is a corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

Section 3.2 Authority Relative to this Agreement. Purchaser has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming the due authorization, execution and delivery hereof and thereof by the counterparties, constitutes a valid and binding agreement of Purchaser enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratoriums, or similar Laws at the time in effect affecting the enforceability or right of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

Section 3.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions will (a) conflict with or result in any violation of any provision of the Governing Documents of Purchaser, or (b) require any Consent or notice under, or conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any contracts of Purchaser.

**ARTICLE IV
CONDITIONS TO OBLIGATION TO CLOSE**

Section 4.1 Conditions to Obligation of Purchaser. Except as otherwise expressly provided in this Agreement, the obligation of Purchaser to consummate the Contemplated Transactions is subject to the satisfaction of the following conditions:

(a) the representations and warranties of the Company and the Sellers set forth in Article II hereof will be true and correct in all respects as of the Closing Date;

(b) there will not be any injunction, judgment, order, decree, ruling or charge having the likely effect of preventing consummation of any of the Contemplated Transactions;

(c) the Company will have obtained and provided Purchaser with all Consents of any Governmental Entities or third parties that are required for the consummation of the Contemplated Transactions on terms and conditions reasonably satisfactory to Purchaser;

(d) Purchaser has been able to enter into an acceptable lease agreement with the landlord for the Leased Premises (or other premises acceptable to Purchaser); and

(e) the Company will have delivered to Purchaser:

(i) a bill of sale for all the Assets (the "Bill of Sale") executed by the Company substantially in the form of Exhibit A;

(ii) appropriate assignments of Intellectual Property, in a form reasonably acceptable to Purchaser, executed by the Company; and

(iii) such other documents or instruments as Purchaser reasonably requests to effect the Contemplated Transactions.

Section 4.2 Conditions to Obligation of Company and Sellers. Except as otherwise expressly provided in this Agreement, the obligation of the Company and the Sellers to consummate the Contemplated Transactions is subject to satisfaction of the following conditions:

(a) the representations and warranties of Purchaser set forth in Article III hereof will be true and correct in all respects, in each case at and as of the Closing Date; and

(b) Purchaser will have delivered to the Company:

(i) the Closing Cash Payment by wire transfer to an account specified in writing by the Company; and

(ii) the executed Release.

ARTICLE V COVENANTS

Section 5.1 (a) Transfer Taxes. The Company will be responsible for all sales, and payroll taxes and fees relating thereto (including any penalties, interest and additions to such taxes) incurred in connection with this Agreement and the Contemplated Transactions.

(b) Taxes. The Company will be responsible for all tax liability (taxes, fees, including penalties, interest and additions to such taxes) related to the operations of the Company prior to the Closing Date.

Section 5.2 Transition. Neither the Company nor any Seller will take any action which is intended to have the effect of discouraging customers, suppliers, lessors, licensors and other business associates from maintaining the same business relationships with Purchaser after the date of this Agreement as were maintained with the Company prior to the date of this Agreement.

Section 5.3 Payment of Retained Liabilities. In addition to payment of Taxes pursuant to Section 5.1, the Company will pay, or make adequate provision for the payment, in full all of the Retained Liabilities.

Section 5.4 Expenses. Each party hereto will be solely responsible for and will bear all of its own costs and expenses incident to its obligations under and in respect of this Agreement and the Contemplated Transactions, including, but not limited to, any such costs and expenses incurred by any party in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement; provided that the Sellers will be jointly and severally responsible for such expenses of the Company.

Section 5.5 Noncompetition; Nonsolicitation.

(a) Noncompetition. For a period of one (1) year after the Closing Date, the Company and the Sellers will not, anywhere in the United States where the Company has done business, directly or indirectly own or, operate, business engaged in the Business (collectively, "Competing Business"), provided, however, that the Sellers or the Company may (i) purchase up to (but not more than) three percent (3%) of any class of the securities of any Person if such securities are listed on any national or regional securities exchange, and (ii) may continue to grow, harvest, process and sell their own almonds, or contract with others to harvest, process or sell their almonds.

(b) Nonsolicitation and Nonhire. For a period of five (5) years after the Closing Date, the Company and the Sellers will not, directly or indirectly cause, induce or attempt to cause or induce any employee, consultant, customer, supplier or other business relation of Purchaser to cease doing business with Purchaser, or use or disclose any confidential information of Purchaser or the Company, including customer data or supplier data, in any way damaging to the Company.

(c) Modification. If a court or tribunal of competent jurisdiction determines that any term or provision contained in Section 5.5(a) or (b) is invalid or unenforceable, then the court or tribunal shall reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 5.5 is reasonable and necessary to protect and preserve Purchaser's legitimate business interests and the value of the Assets and to prevent any unfair advantage conferred on any Seller.

(d) Enforcement of Covenant. In recognition of the irreparable harm that a violation by the Sellers or the Company of any of the covenants, agreements or obligations arising under this Section 5.5 would cause Purchaser or its Affiliates, the Company and the Sellers each agrees that in addition to any other remedies or relief afforded by law, a preliminary and permanent injunction

against an actual or threatened violation or violations may be issued against the Company or the Sellers.

Section 5.6 Non-Assignable Assets. If the assignment of any Assets requires the consent of any Person and such consent is not obtained at or prior to the Closing (a) the Company and the Sellers will use their reasonable best efforts to obtain the written consent of such other Person to the assignment, (b) this Agreement will not constitute an agreement to assign such Assets until such consent is obtained, and (c) at Purchaser's election, (i) the Company will continue to maintain and/or perform any such Assets at the direction and for the risk, liability and benefit of Purchaser or (ii) Purchaser may act as agent and attorney-in-fact for the Company to obtain the benefits thereunder for Purchaser.

Section 5.7 Company Name Change/Dissolution. On or immediately following the Closing Date, the Company will cease using its name in commerce and shall use its name only to wind down its business.

Section 5.8 Interviews with Employees and Landlord. The Company and the Sellers authorize Purchaser or its representatives to contact and negotiate with the employees of the Company and the Company's Landlord regarding their post-Closing relationships, if any.

Section 5.9 Employees. On or immediately before the Closing, the Company shall terminate the employment of all of its employees (with the exception of possible mutually agreed to wind-up duties for certain employees), and the Company shall pay to such employees all amounts that such employees are owed upon termination, including accrued but used vacation pay (if any).

Section 5.11 Further Assurances. At any time after the Closing Date, the Company will, and, as applicable the Sellers will, execute, acknowledge and deliver any further deeds, assignments, conveyances, certificates and other assurances and documents and instruments of transfer reasonably requested by Purchaser and will take any action consistent with the terms of this Agreement that may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying, vesting and confirming ownership in or to Purchaser, or reducing to Purchaser's possession, any or all of the Assets.

ARTICLE VI INDEMNIFICATION

Section 6.1 Indemnification by the Company and the Sellers. Subject to the provisions of this Article VI, the Company and each of the Sellers, jointly and severally, will indemnify and hold Purchaser harmless from and against actual damages incurred by Purchaser (excluding incidental damages, consequential damages, punitive damages, lost profits, and diminution in value), costs, expenses, losses, claims, demands, liabilities and/or obligations, including, without limitation, reasonable fees and disbursements of counsel (collectively, "Damages"), to the extent arising from (a) a breach of any representation or warranty made by the Company and/or any Seller in this Agreement; (b) any breach of any covenant or other agreement made by the Company and/or any Seller in this Agreement; and (c) any Retained

Liabilities. Any claim for indemnification made by Purchaser including without limitation any claim for indemnification made by Purchaser pursuant to this Section 6.1 must be made on or prior to the third year anniversary date of the Closing Date otherwise Purchaser is barred from making any claim for indemnification against Company or Sellers including, without limitations, a claim for indemnification pursuant to this Section 6.1; provided, however, that the representations and warranties set forth in Sections 2.1 (Organization and Power; Authorization), 2.3 (Authority), 2.7 (Title to Assets), 2.9 (Intellectual Property Rights), 2.11 (Environmental Matters), 2.12 (Tax Matters), 2.14 (Brokerage and Finder's Fees) and 2.18 (Employee Benefits) (such representations collectively referred to as the "Fundamental Representations") will survive until the expiration of the applicable statute of limitations. Notwithstanding the above, any claim for indemnification under this Section 6.1 made in accordance with this Article VI prior to the expiration of the applicable claim period or statute of limitations will survive until such matter is resolved. Except as otherwise set forth in this Section 6.1, all covenants and agreements which by their terms contemplate performance after the Closing Date will survive the Closing until performed, unless specified otherwise by their terms. Nothing contained in this Agreement shall waive, release or interfere with Sellers' right to seek indemnification from the Company pursuant to Company's Bylaws or applicable law or from any other Third Party for indemnification for any damages related to any claim for indemnification against Sellers.

Section 6.2 Indemnification by Purchaser. Purchaser will indemnify and hold the Company and the Sellers harmless from and against all Damages to the extent arising from (a) a breach of any representation or warranty made by Purchaser in this Agreement; (b) any breach of any covenant or other agreement made by Purchaser in this Agreement. Any claim for indemnification pursuant to subsection (a) above will be made on or prior to the third (3rd) anniversary of the Closing Date. Notwithstanding the above, any claim for indemnification under Section 6.2(a) above made in accordance with this Article VI prior to the expiration of the applicable indemnification period will survive until such matter is resolved. All covenants and agreements which by their terms contemplate performance after the Closing Date will survive Closing indefinitely, unless specified otherwise by their terms.

Section 6.3 Indemnification Procedures.

(a) If the facts that give rise to any indemnification hereunder will involve any actual or threatened claim or demand (a "Third-Party Claim") by a Person (including, without limitation, any Tax authority or other Governmental Entity) other than a party hereto, the party entitled to indemnity hereunder (the "Indemnified Party") will give the party obligated to provide indemnity hereunder ("Indemnifying Party") written notice of such claim (the "Third-Party Notice") promptly after the Indemnified Party received written notice of such claim. Thereafter, the Indemnified Party will deliver to the Indemnifying Party copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim. The Indemnified Party's failure or delay in providing Third-Party Notice will not relieve the Indemnifying Party of its obligations under this Article VI except to the extent that the Indemnifying Party is materially prejudiced as a result thereof.

(b) The Indemnifying Party will have 20 days from receipt of the Third-Party Notice to provide the Indemnified Party with notice that it wishes to assume the defense of the Third-Party Claim and acknowledges liability for such Damages, in which event Indemnified Party will have the right to participate in the defense at its own expense. If the Third-Party Claim is in the form of a pleading requiring an answer, the other party will give such notice at least five Business Days prior to the due date of the answer or other response to the pleading. If the Indemnifying Party fails to give the Indemnified Party timely notice as provided herein, Indemnified Party will have the right to defend against such Third-Party Claim.

(c) If the Indemnifying Party chooses to defend a Third-Party Claim, Indemnified Party will cooperate in the defense thereof. Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, Indemnified Party will not admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the prior written consent of the Indemnifying Party (not to be unreasonably withheld). If the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnifying Party will not agree to any settlement, compromise or discharge of a Third-Party Claim without Indemnified Party's prior written consent (not to be unreasonably withheld).

(d) The Indemnifying Party will not be entitled to assume control of the defense of Third Party Claim, and will pay the reasonable fees and expenses of legal counsel retained by the Indemnified Party (subject to the limitations set forth in this Article VI as applicable when Purchaser is the Indemnified Party), if: (i) the Indemnified Party reasonably believes that an adverse determination of such claim could be detrimental to Indemnified Party's business; (ii) the Indemnified Party reasonably believes that a conflict of interest exists or could reasonably arise; or (iii) a court of competent jurisdiction rules that the Indemnifying Party has failed or is failing to prosecute or defend such claim.

Section 6.4 Resolution of Conflicts. If an Indemnified Party should have a claim under this Article VI that does not involve a Third Party Claim, the Indemnified Party will deliver to the Indemnifying Party notice of such claim with reasonable promptness, together with its request forthwith for payment, and the parties will negotiate in good faith to resolve the claim. If no agreement can be reached after good faith negotiation with respect to such claim within 30 days after the Indemnifying Party's receipt of notice of such disputed claim, either party may pursue any other legal remedies for resolution of the dispute.

Section 6.5 Limitations. Notwithstanding anything contained in this Agreement to the contrary, no limitations on liability set forth in this Article VI will apply with respect to claims based on fraud or intentional misrepresentation. For the purposes of determining the existence of any breach of a representation, warranty, covenant or agreement made by the Company or the Sellers or for determining Damages, each representation, warranty, covenant, and agreement made by the Company and the Sellers will be deemed made without any qualifications or limitations as to materiality.

Section 6.6 Impact on Purchase Price. Any payments of indemnification under this Article VI by the Company or the Sellers pursuant to Section 6.2 will be deemed to be adjustments to the Purchase Price.

ARTICLE VII MISCELLANEOUS

Section 7.1 Amendment and Modification. This Agreement may be amended only by a written agreement signed by Purchaser, the Company and the Sellers at any time with respect to any of the terms contained herein.

Section 7.2 Partial Invalidity. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable Law, but in the case that any provision contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the Contemplated Transactions to be unreasonable.

Section 7.3 Execution in Counterparts. This Agreement may be executed with original, facsimile, or .pdf signatures in one or more counterparts, each of which will be considered an original instrument, but all of which will be considered one and the same agreement.

Section 7.4 Assignment; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any of the parties hereto without the prior written consent of the other party, except that the Purchaser will be entitled to assign its rights and obligations under this Agreement to any successor or affiliate. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors or permitted assigns.

Section 7.5 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof, in each case in writing. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

Section 7.6 Notices. All notices and other communications hereunder will be in writing and will be deemed to have been duly given (a) upon receipt if given by delivery in Person or if by facsimile to the parties at the following facsimile numbers, upon written confirmation of receipt by facsimile, (b) on the next Business Day when sent by overnight courier service, or (c) on the earlier of confirmed receipt or the third Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or such other address for a party as will be specified by like notice):

If to Purchaser, to:

Organic Almond, Inc.
c/o Law Offices of Dan Stanley
4 Park Plaza Suite 1040
Facsimile: (714) 838-0608
Attention: Riccardo Damiano
(714) 572-2600
(714) 838-0608 - fax
dan@danielstanleylaw.com

If to the Company or the Sellers, to:

Big Tree Organic Farms
c/o Bill Reichle
13268 Lombardy Avenue
Turlock, CA 95380

with a copy to:

Ann M. Grottveit
KAHN, SOARES & CONWAY, LLP
1415 L Street, Suite 400
Sacramento, CA 95814
(916) 448-3826
(916) 448-3850 - Fax
agrottveit@ksacsacramento.com

Section 7.7 Entire Agreement. This Agreement (including the Exhibits, the Company Disclosure Schedule and other documents referred to herein and therein) embody the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, among the parties, or between any of them, with respect to the subject matter hereof and thereof.

Section 7.8 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits of any party other than the parties hereto.

Section 7.9 Governing Law; Forum. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts or choice of laws. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Orange County, California, for the purpose of any action or proceeding arising out of or relating to this Agreement and each of the parties hereby irrevocably agrees that all claims in respect to such action or proceeding will be heard and determined exclusively in any state or federal court sitting in Orange County, California.

The prevailing party in any dispute or litigation arising from or related to this Agreement shall be awarded its attorney's fees and costs.

Section 7.10 Confidentiality; Press Release. Each party hereto will hold, and will use its best efforts to cause its Affiliates, and their respective representatives to hold, in strict confidence, unless (a) compelled to disclose by judicial or administrative process or by other requirements of Law or (b) disclosed in an Proceeding brought by a party hereto in pursuit of its rights or in the exercise of its remedies hereunder, all documents and information concerning the other party or any of its Affiliates furnished to it by the other party or such other party's representatives in connection with this Agreement or the Contemplated Transactions, except to the extent that such documents or information can be shown to have been (x) previously known by the party receiving such documents or information, (y) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of such receiving party or (z) later acquired by the receiving party from another source if the receiving party is not aware that such source is under an obligation to another party hereto to keep such documents and information confidential. The Buyer and the Company shall cooperate to publish and deliver to the Company's customers, prospects, suppliers and vendors a joint announcement of Purchaser's acquisition of the Business of the Company, with the exact language of that announcement to be drafted by Purchaser and subject to the Company's reasonable approval. The foregoing confidentiality restrictions will not apply to Purchaser's and its Affiliates' use of documents and information post-Closing concerning the Assets and Business or its ability to announce the transaction.

Section 7.11 Specific Performance. The Company and the Sellers acknowledge and agree that in the event of any breach of the covenants set forth in Article V of this Agreement by the Company or the Sellers, Purchaser would be irreparably harmed and could not be made whole by monetary damages. The Company and the Sellers accordingly hereby waive the defense in any action for specific performance that a remedy at law would be adequate and hereby agree that Purchaser, in addition to any other remedy to which it may be entitled at law or in equity, will be entitled to compel specific performance of any of the covenants set forth in Article V of this Agreement.

Section 7.12 Joint Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties.

ARTICLE VIII DEFINITIONS

Section 8.1 Definitions. As used in this Agreement, the following words and terms will have the meanings specified or referred to below:

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the State of California.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Consent” means any approval, permission, consent, ratification, waiver or other authorization.

“Contemplated Transactions” means all of the transactions contemplated by this Agreement.

“Encumbrances” means all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

“Environmental Laws” means all laws concerning pollution or protection of the environment and natural resources, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, control or cleanup of any hazardous materials, substances or wastes, pesticides, pollutants or byproducts, asbestos, polychlorinated biphenyls, or radiation, each as amended and as now or hereafter in effect.

“Governmental Entity” means any federal, state, local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency, domestic or foreign.

“Governing Documents” means, with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a limited liability company, the articles of organization or certificate of formation and operating agreement, member control agreement or limited liability company agreement; or (c) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; and (d) any amendment or supplement to any of the foregoing.

“Indebtedness” means, with respect to any Person at any date, without duplication: (a) all obligations of such Person for borrowed money or in respect of loans or advances; (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (c) all obligations of such Person that are not characterized as current liabilities (d) all capital lease liabilities of such Person; (e) all obligations of such Person secured by a contractual lien; (f) all guarantees of such Person in connection with any of the foregoing; or (g) any accrued interest, prepayment premiums, or penalties or other costs or expenses related to any of the foregoing.

“Knowledge” means the knowledge of such Person after reasonable inquiry and “Knowledge” as it is applied to the Company, means the knowledge of the Sellers and Wendy Larson, in each case after reasonable inquiry.

“Laws” means any federal, state, local or foreign law, code, regulation, rule or decree.

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“Material Contract” means with respect to the Business and the Company (a) any contract for the acquisition or sale of a substantial portion of the assets or business ; (b) any continuing contract for the purchase of materials, supplies, equipment, services or data involving in the case of any such contract or agreement more than \$5,000 over the life of the contract or agreement; (c) any contract for capital expenditures in excess of \$5,000 individually or \$10,000 in the aggregate with other similar contracts or agreements; (d) any contract limiting the freedom of the Company to engage in any line of business or to compete with any other Person, or any confidentiality, secrecy or non-disclosure contract or agreement; (e) any contract pursuant to which the Company is a lessor or lessee of any tangible personal property; (f) any contract with any Person with whom the Company does not deal at arm’s length; (g) any distribution, reseller, dealer, agency, franchise, advertising, revenue sharing, marketing or similar contract; (h) any other contract which may have a material effect on the Business or which is not in the Ordinary Course.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Entity or arbitrator.

“Ordinary Course” means the ordinary course of business of the Company consistent with past practice.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, Governmental Entity or other legally recognized entity.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

“Taxes” means all taxes, assessments, charges, duties, fees, levies and other governmental charges, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Website Content” means all text, graphics, photos, HTML code and all other website content, including any underlying software or programming appearing on the websites located at

<http://www.bigtreeorganic.com/> and <http://www.bigtreeorganic.coop/> and other sites used by the Company.

[Signatures on Next Page]

[Signature Page for Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

BIG TREE ORGANIC FARMS
a California Cooperative Corporation

By: _____
Name: Bill Reichle
Title: Chairman of the Board

ORGANIC ALMOND, INC.
a California corporation

By: *Riccardo Damiano*
Name: RICCARDO DAMIANO
Title: _____

SELLERS:

Tom Nakashima

Bill Reichle

Dan Carroll

Bonnie Carroll

TRADEMARK

REEL: 006649 FRAME: 0496

[Signature Page for Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

BIG TREE ORGANIC FARMS
a California Cooperative Corporation

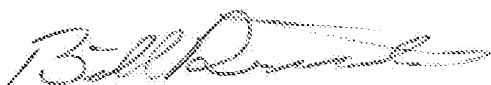
By:  6/24/16
Name: Bill Reichle
Title: Chairman of the Board

ORGANIC ALMOND, INC.
a California corporation

By: _____
Name: _____
Title: _____

SELLERS:

Tom Nakashima


Bill Reichle

Dan Carroll

Bonnie Carroll

[Signature Page for Asset Purchase Agreement]

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a California Cooperative Corporation

By: _____
Name: Bill Reichle
Title: Chairman of the Board

ORGANIC ALMOND, INC.
a California corporation

By: _____
Name: _____
Title: _____

SELLERS:

Tom Nakashima

Bill Reichle

Dan Carroll

Dan Carroll

Bonnie Carroll

Bonnie Carroll

[Signature Page for Asset Purchase Agreement]

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a California Cooperative Corporation

By: _____
Name: Bill Reichle
Title: Chairman of the Board

ORGANIC ALMOND, INC.
a California corporation

By: _____
Name: _____
Title: _____

SELLERS:



Tom Nakashima

Bill Reichle

Dan Carroll

Bonnie Carroll

Exhibit A

Bill of Sale

Big Tree Organic Farms a California cooperative corporation (“Company”), for good and valuable consideration paid to it by Organic Almond, Inc. a California corporation, (“Buyer”), pursuant to a Purchase and Sale Agreement dated as of June 23, 2016 (the “Agreement”) by and between Company and Buyer, does hereby sell, assign, transfer, convey and deliver to Buyer all of Company’s right, title and interest in and to the Assets (as such term is defined in the Agreement), free and clear of any liens, security interests, claims, charges or encumbrances of any kind. The Company represents that it is the sole legal and beneficial owner of the Assets and has full power and authority to transfer the Assets to Buyer without obtaining the consent of any other party.

Company hereby covenants and agrees that from time to time, at the request of Buyer or its successors and assigns, Company will execute and deliver such other instruments of conveyance and transfer and take such other actions as Buyer or its successors and assigns may reasonably request in order to vest in Buyer good title to the Assets being transferred hereunder.

This Bill of Sale and the covenants and agreements contained herein shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Company has caused this Bill of Sale as of this ____ day of June, 2016.

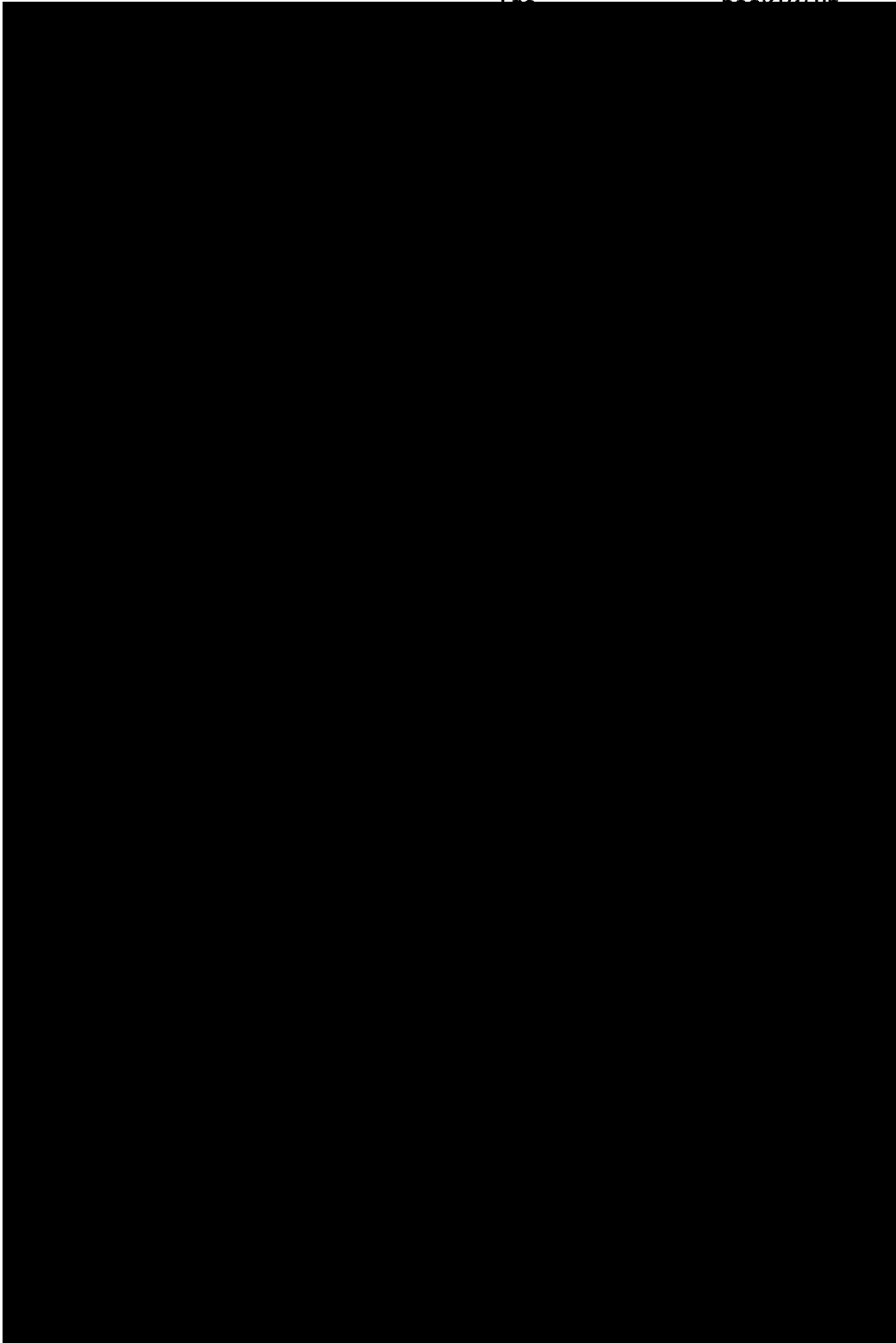
“Company”

Big Tree Organic Farms

By: _____
Bill Reichle, Chairman of the Board

5/27/2016

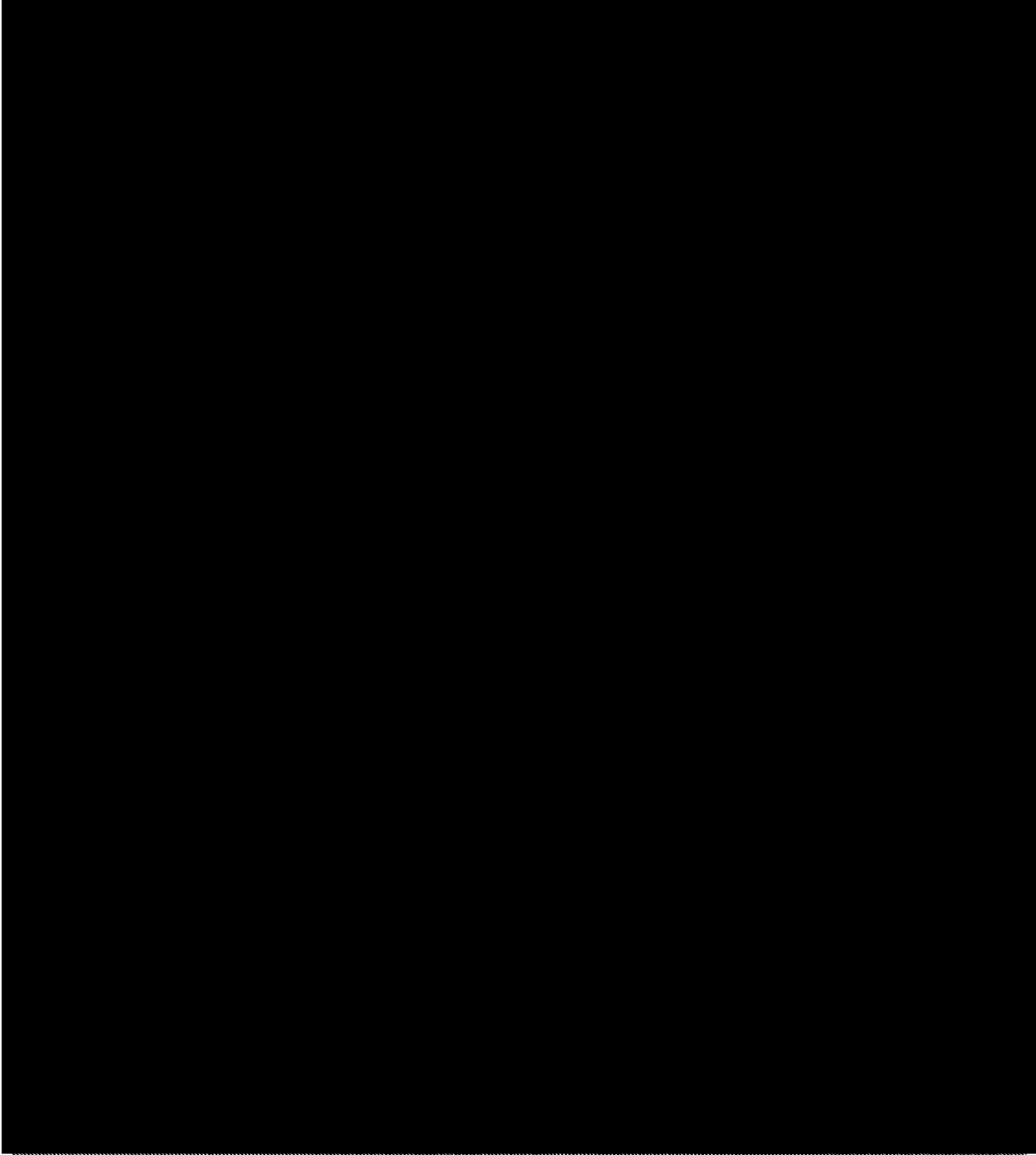
Schedule 1.1(a)
Big Tree Organic Farms
Inventory Summary with Book Values
Estimated at June 30, 2016
(Schedule 1)



Schedule 1.1(b)

Appendix A: Capital Equipment Detail

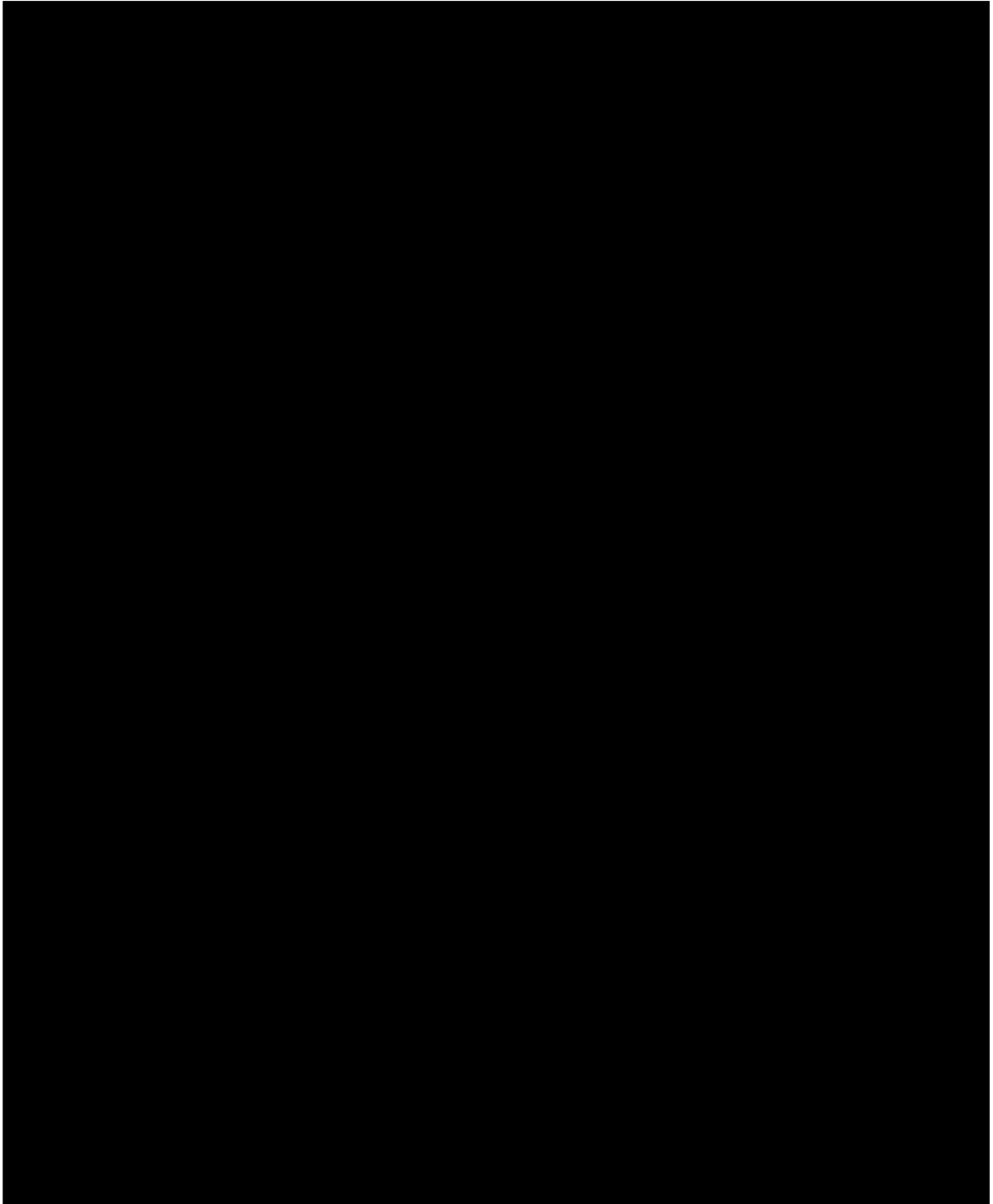
Item #	QTY	Type	Manufacturer	Model / Description	Year	Approach SC / C	Comments / Notes	Fair Market Value	Orderly Liquidation Value
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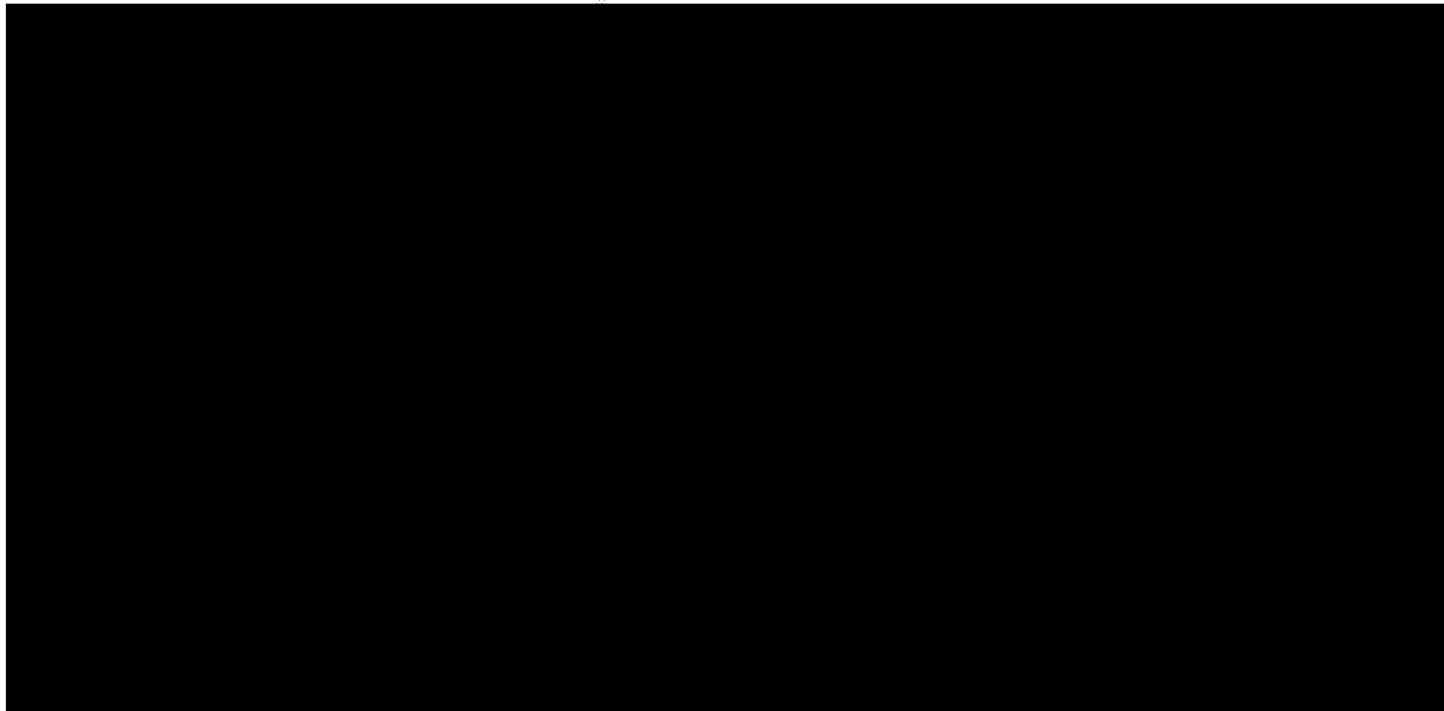
5/27/2016

Schedule 1.1(c)
Big Tree Organic Farms
Inventory Summary
Estimated at June 30, 2016
(Schedule 3)



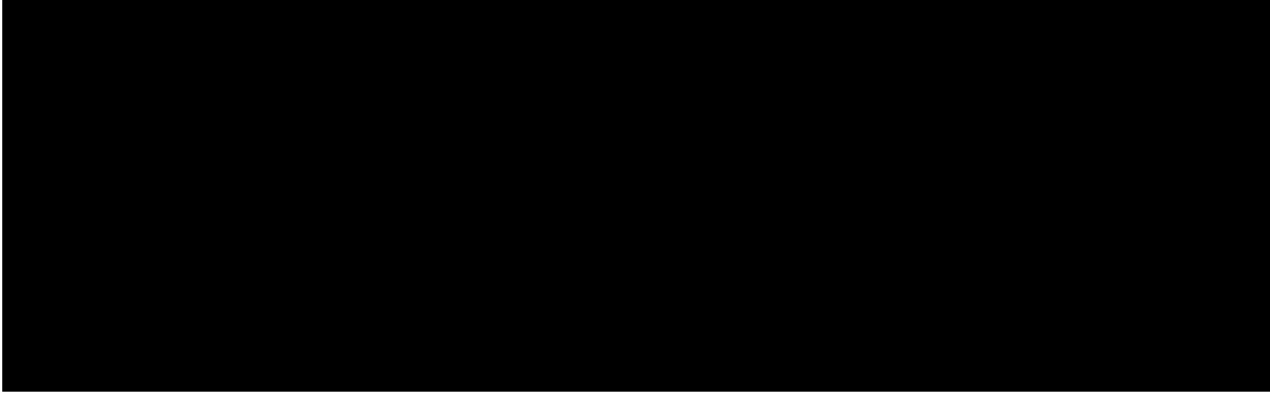
prepared 5/27/2016

Schedule 1.1(d)
Big Tree Organic Farms
Transferable Deposits and Prepaid Services
Est. Balance at 6/30/2016
(Schedule 4)

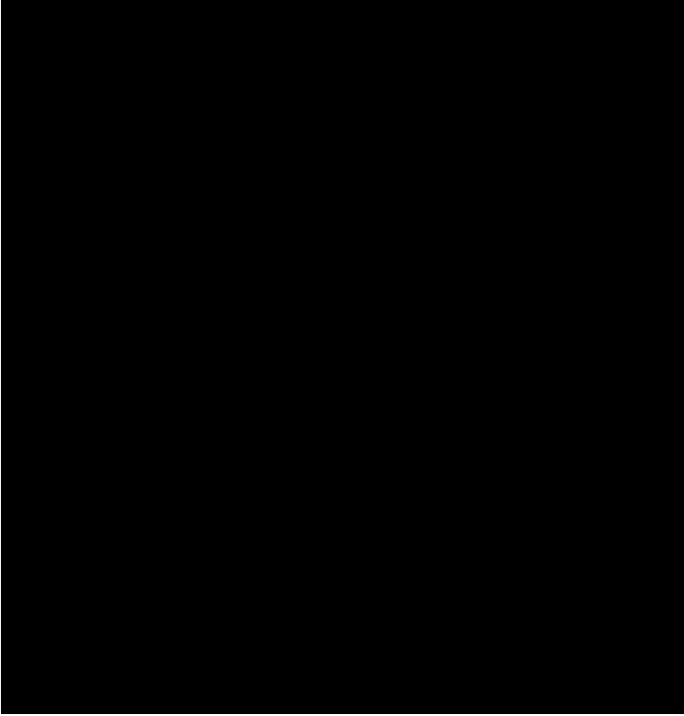


4:44 PM
05/27/16
Accrual Basis

Schedule 1.1(e)
Big Tree Organic Farms
Trademark Asset
(Schedule 5)



Schedule 1.7
Purchase Price Allocation



DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BY AND AMONG

BIG TREE ORGANIC FARMS, A CALIFORNIA COOPERATIVE CORPORATION (THE “COMPANY AND ORGANIC ALMOND, INC., A CALIFORNIA CORPORATION (“PURCHASER”).

This Disclosure Schedule is made and given pursuant to the Asset Purchase Agreement (the "Agreement") Big Tree Organic Farms, a California cooperative corporation (the "Company") and Organic Almond, Inc., a California corporation ("Purchaser"). All capitalized terms shall have the meanings set forth in the Agreement, unless the context otherwise requires.

Section numbers in these Schedules correspond to the section numbers in the Agreement. For convenience of reference and completeness of disclosure, the Company has in certain instances included copies of items listed herein. The documents provided are numbered to correspond to the relevant section and item numbers herein, are attached hereto and constitute a part of this Disclosure Schedule.

**SCHEDULE 2.4
NONCONTRAVENTION**

None

SCHEDULE 2.5
FINANCIAL STATEMENTS

Unaudited profit and loss statement and balance sheet of the Company as of June 30, 2015 for the fiscal year then ended; and (b) an unaudited profit and loss statement and balance sheet of the Company, as of May 31, 2016 for the eleven-month period then ended

SCHEDULE 2.8
LIST OF MATERIAL CONTRACTS

None

(any contract for the acquisition or sale of a substantial portion of the assets or business ; (b) any continuing contract for the purchase of materials, supplies, equipment, services or data involving in the case of any such contract or agreement more than \$5,000 over the life of the contract or agreement; (c) any contract for capital expenditures in excess of \$5,000 individually or \$10,000 in the aggregate with other similar contracts or agreements; (d) any contract limiting the freedom of the Company to engage in any line of business or to compete with any other Person, or any confidentiality, secrecy or non-disclosure contract or agreement; (e) any contract pursuant to which the Company is a lessor or lessee of any tangible personal property; (f) any contract with any Person with whom the Company does not deal at arm's length; (g) any distribution, reseller, dealer, agency, franchise, advertising, revenue sharing, marketing or similar contract; (h) any other contract which may have a material effect on the Business or which is not in the Ordinary Course).

**SCHEDULE 2.9
LIST OF INTELLECTUAL PROPERTY RIGHTS**

Federally Registered Trademark Registration #3808865: “Big Tree Organic Farms”

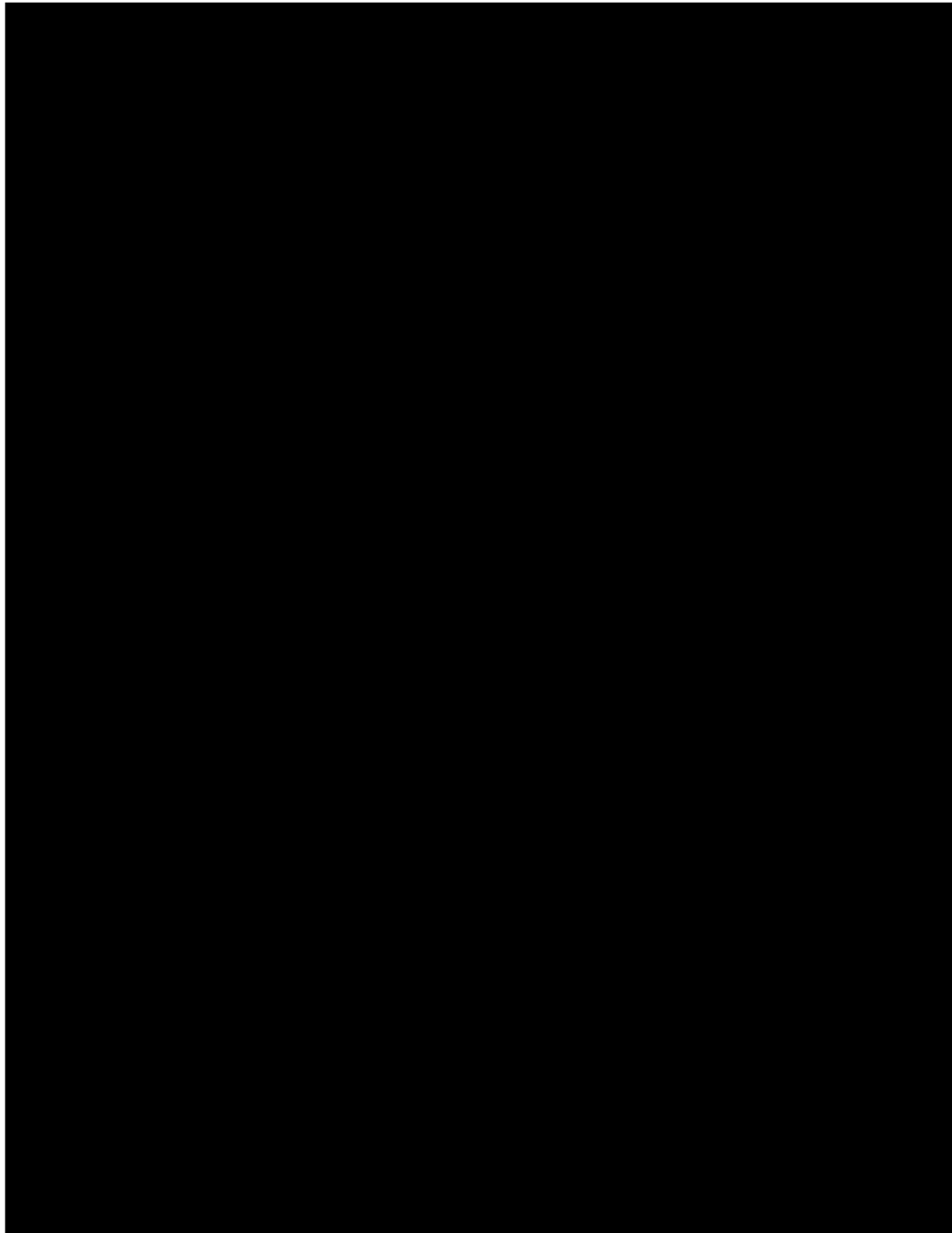
SCHEDULE 2.17
LIST OF EMPLOYEES
(Name, Title, Compensation Rate)



SCHEDULE 2.18
EMPLOYEE BENEFIT PLANS

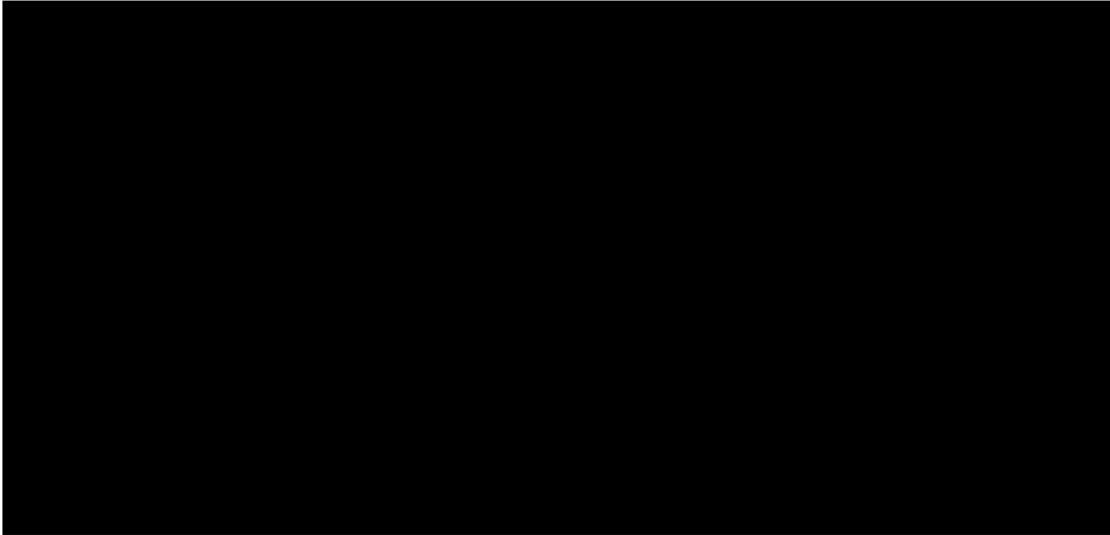
Big Tree Organic Farms
Operations Manual – Human Resource Department

REGULAR EMPLOYEE BENEFITS SCHEDULE
WRITTEN BY: SUSAN COOK/APPROVED BY: WVL



Big Tree Organic Farms
Operations Manual – Human Resource Department

REGULAR EMPLOYEE UNUSED VACATION BENEFIT POLICY
WRITTEN BY: Wendy V. Larson



Last update: December 31, 2009
W:\Operations Manual\HR Forms and Ref Info\Regular Employee Benefits Schedule- Operations Manual.doc

SCHEDULE 2.19
ABSENCE OF CERTAIN DEVELOPMENTS
SINCE
December 31, 2015
None