

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the Quarterly Period Ended June 30, 2025

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period

from _____ to _____

Commission File Number: 0-261

ALICO, INC.

(Exact name of registrant as specified in its charter)

Florida

59-0906081

*(State or other jurisdiction of
incorporation or organization)*

(I.R.S. Employer Identification No.)

10070 Daniels Interstate Court

Suite 200

Fort Myers

FL

33913

(Address of principal executive offices)

(Zip Code)

(239) 226-2000

(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	ALCO	Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large Accelerated Filer ☐

Accelerated Filer ☐

Non-accelerated filer ☒

Smaller Reporting Company ☒

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 7,645,360 shares of common stock outstanding at August 7, 2025.

ALICO, INC.
FORM 10-Q
For the three and nine months ended June 30, 2025 and 2024
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PART I

Item 1. Condensed Consolidated Financial Statements

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Cautionary Note Regarding Forward-Looking Information

This Quarterly Report on Form 10-Q (the “Quarterly Report”) contains certain forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements other than statements of historical fact contained in this Quarterly Report are forward-looking statements, including without limitation, statements regarding future actions, business plans and prospects, prospective products, trends, future performance or results of current and anticipated products, sales efforts, expenses, interest rates, the outcome of contingencies, plans relating to dividends, government regulations, the adequacy of our liquidity to meet our needs for the foreseeable future, expectations regarding income taxes, statements regarding the Company’s planned Strategic Transformation (as defined herein) and reduction in force, plans to sell vehicles and equipment used in the Company’s citrus production operations, the development of the Corkscrew Grove Villages, expectations regarding acceleration of depreciation of the remaining book value of the Company’s citrus trees, the future of the Company’s land holdings, expectations of third parties for the provision of caretaking services for certain acres, and our expectations regarding market conditions. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “could,” “should,” “would,” “believes,” “expects,” “anticipates,” “estimates,” “projects,” “intends,” “plans” or the negative of these terms or other similar expressions. The forward-looking statements in this Quarterly Report are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Quarterly Report and are subject to a number of important factors that could cause actual results to differ materially from those in the forward-looking statements, including, but not limited to: our implementation of our planned Strategic Transformation; our plan to wind down our citrus production operations to focus on our long-term diversified land usage and real estate development strategy; our ability to secure necessary regulatory approvals and permits for land development projects, effectively manage and allocate resources to new business initiatives, attract and retain skilled personnel with expertise in diversified land usage and real estate development, navigate potential market fluctuations and economic conditions, maintain strong relationships with lenders and continue to satisfy covenants and conditions under current loan agreements and address potential environmental and zoning issues, and other challenges inherent in real estate development; our ability to increase our revenues from land usage and real estate development; adverse weather conditions, natural disasters and other natural conditions, including the effects of climate change and hurricanes and tropical storms; risks related to our expected significant revenue shift to real estate development and diversified farming operations; our ability to effectively perform grove management services, or to effectively manage our portfolio of groves; water use regulations restricting our access to water; changes in immigration laws; harm to our reputation; tax risks associated with a Section 1031 Exchange; risks associated with the undertaking of one or more significant corporate transactions; the seasonality of our citrus business; fluctuations in our earnings due to market supply and prices and demand for our products; climate change, or legal, regulatory, or market measures to address climate change; Environmental, Social and Governance issues, including those related to climate change and sustainability; increases in labor, personnel and benefits costs; increases in commodity or raw product costs, such as fuel and chemical costs; transportation risks; any change or the classification or valuation methods employed by county property appraisers related to our real estate taxes; liability for the use of fertilizers, pesticides, herbicides and other potentially hazardous substances; compliance with applicable environmental laws; loss of key employees; material weaknesses and other control deficiencies relating to our internal control over financial reporting; macroeconomic conditions, such as rising inflation, changes in trade policies and the imposition of tariffs, and the deadly conflicts in Ukraine and Israel; system security risks, data protection breaches, cybersecurity incidents and systems integration issues; our indebtedness and ability to generate sufficient cash flow to service our debt obligations; higher interest expenses as a result of variable rates of interest for our debt; our ability to continue to pay cash dividends and the other factors described under the sections “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Quarterly Report. Except as required by law, we do not undertake an obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments, or otherwise.

As used in this Quarterly Report, unless otherwise specified or the context otherwise requires, references to “we,” “us,” “our,” the “Company” and “Alico” refer to the operations of Alico, Inc. and its consolidated subsidiaries.

ALICO, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	June 30, 2025	September 30, 2024
	(Unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 42,073	\$ 3,150
Accounts receivable, net	1,610	771
Inventories	2,995	30,084
Income tax receivable	1,062	1,958
Assets held for sale	6,659	3,106
Prepaid expenses and other current assets	1,558	1,558
Total current assets	55,957	40,627
Restricted cash	762	248
Property and equipment, net	149,460	352,733
Goodwill	2,246	2,246
Other non-current assets	2,135	2,865
Total assets	\$ 210,560	\$ 398,719
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 916	\$ 3,362
Accrued liabilities	3,313	5,366
Current portion of long-term debt	1,410	1,410
Other current liabilities	330	513
Total current liabilities	5,969	10,651
Long-term debt, net	81,320	82,313
Lines of credit	2,500	8,394
Deferred income tax liabilities, net	4,004	40,873
Other liabilities	67	193
Total liabilities	93,860	142,424
Commitments and Contingencies - Note 13 .		
Stockholders' equity:		
Preferred stock, no par value, 1,000,000 shares authorized; none issued	—	—
Common stock, \$1.00 par value, 15,000,000 shares authorized; 8,416,145 shares issued and 7,642,085 and 7,628,639 shares outstanding at June 30, 2025 and September 30, 2024, respectively	8,416	8,416
Additional paid in capital	20,333	20,184
Treasury stock, at cost, 774,060 and 787,506 shares held at June 30, 2025 and September 30, 2024, respectively	(26,284)	(26,694)
Retained earnings	109,266	249,253
Total Alico stockholders' equity	111,731	251,159
Noncontrolling interest	4,969	5,136
Total stockholders' equity	116,700	256,295
Total liabilities and stockholders' equity	\$ 210,560	\$ 398,719

See accompanying notes to the unaudited condensed consolidated financial statements.

ALICO, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
(in thousands, except per share amounts)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Operating revenues:				
Alico Citrus	\$ 7,805	\$ 13,237	\$ 41,384	\$ 44,591
Land Management and Other Operations	585	373	1,880	1,117
Total operating revenues	8,390	13,610	43,264	45,708
Operating expenses:				
Alico Citrus	36,304	17,813	229,022	82,062
Land Management and Other Operations	142	84	233	346
Total operating expenses	36,446	17,897	229,255	82,408
Gross loss	(28,056)	(4,287)	(185,991)	(36,700)
General and administrative expenses	2,867	2,441	8,841	8,034
Loss from operations	(30,923)	(6,728)	(194,832)	(44,734)
Other income, net:				
Interest income	153	95	259	345
Interest expense	(907)	(628)	(2,964)	(2,896)
Gain on sale of property and equipment	5,553	4,491	21,400	81,520
Other income, net	—	—	255	—
Total other income, net	4,799	3,958	18,950	78,969
(Loss) income before income taxes	(26,124)	(2,770)	(175,882)	34,235
Income tax (benefit) provision	(7,800)	(861)	(36,874)	9,721
Net (loss) income	(18,324)	(1,909)	(139,008)	24,514
Net (loss) income attributable to noncontrolling interests	35	(135)	167	583
Net (loss) income attributable to Alico, Inc. common stockholders	<u>\$ (18,289)</u>	<u>\$ (2,044)</u>	<u>\$ (138,841)</u>	<u>\$ 25,097</u>
Per share information attributable to Alico, Inc. common stockholders:				
(Loss) earnings per common share:				
Basic	\$ (2.39)	\$ (0.27)	\$ (18.18)	\$ 3.29
Diluted	\$ (2.39)	\$ (0.27)	\$ (18.18)	\$ 3.29
Weighted-average number of common shares outstanding:				
Basic	7,641	7,624	7,637	7,620
Diluted	7,641	7,624	7,637	7,620
Cash dividends declared per common share	<u>\$ 0.05</u>	<u>\$ 0.05</u>	<u>\$ 0.15</u>	<u>\$ 0.15</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

ALICO, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (UNAUDITED)
(in thousands)

For the Three Months Ended June 30, 2025

	Common stock		Additional Paid In Capital	Treasury Stock		Retained Earnings	Total Alico, Inc. Equity	Non- controlling Interest	Total Equity
	Shares	Amount		Shares	Amount				
Balance at March 31, 2025	8,416	\$ 8,416	\$ 20,274	778	\$ (26,420)	\$ 127,937	\$ 130,207	\$ 5,004	\$ 135,211
Net loss	—	—	—	—	—	(18,289)	(18,289)	(35)	(18,324)
Dividends (\$0.05/share)	—	—	—	—	—	(382)	(382)	—	(382)
Stock-based compensation	—	—	59	(4)	136	—	195	—	195
Balance at June 30, 2025	8,416	\$ 8,416	\$ 20,333	774	\$ (26,284)	\$ 109,266	\$ 111,731	\$ 4,969	\$ 116,700

For the Three Months Ended June 30, 2024

	Common stock		Additional Paid In Capital	Treasury Stock		Retained Earnings	Total Alico, Inc. Equity	Non- controlling Interest	Total Equity
	Shares	Amount		Shares	Amount				
Balance at March 31, 2024	8,416	\$ 8,416	\$ 20,109	796	\$ (26,969)	\$ 270,182	\$ 271,738	\$ 4,668	\$ 276,406
Net (loss) income	—	—	—	—	—	(2,044)	(2,044)	135	(1,909)
Dividends (\$0.05/share)	—	—	—	—	—	(380)	(380)	—	(380)
Stock-based compensation	—	—	44	(4)	131	—	175	—	175
Balance at June 30, 2024	8,416	\$ 8,416	\$ 20,153	792	\$ (26,838)	\$ 267,758	\$ 269,489	\$ 4,803	\$ 274,292

For the Nine Months Ended June 30, 2025

	Common stock		Additional Paid In Capital	Treasury Stock		Retained Earnings	Total Alico, Inc. Equity	Non- controlling Interest	Total Equity
	Shares	Amount		Shares ⁽¹⁾	Amount				
Balance at September 30, 2024	8,416	\$ 8,416	\$ 20,184	788	\$ (26,694)	\$ 249,253	\$ 251,159	\$ 5,136	\$ 256,295
Net income (loss)	—	—	—	—	—	(138,841)	(138,841)	(167)	(139,008)
Dividends (\$0.15/share)	—	—	—	—	—	(1,146)	(1,146)	—	(1,146)
Stock-based compensation	—	—	149	(13)	410	—	559	—	559
Balance at June 30, 2025	8,416	\$ 8,416	\$ 20,333	774	\$ (26,284)	\$ 109,266	\$ 111,731	\$ 4,969	\$ 116,700

(1) - May not foot due to rounding.

For the Nine Months Ended June 30, 2024

	Common stock		Additional Paid In Capital	Treasury Stock		Retained Earnings	Total Alico, Inc. Equity	Non- controlling Interest	Total Equity
	Shares	Amount		Shares	Amount				
Balance at September 30, 2023	8,416	\$ 8,416	\$ 20,045	806	\$ (27,274)	\$ 243,804	\$ 244,991	\$ 5,386	\$ 250,377
Net income (loss)	—	—	—	—	—	25,097	25,097	(583)	24,514
Dividends (\$0.15/share)	—	—	—	—	—	(1,143)	(1,143)	—	(1,143)
Stock-based compensation	—	—	108	(14)	436	—	544	—	544
Balance at June 30, 2024	8,416	\$ 8,416	\$ 20,153	792	\$ (26,838)	\$ 267,758	\$ 269,489	\$ 4,803	\$ 274,292

See accompanying notes to the unaudited condensed consolidated financial statements.

ALICO, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
(in thousands)

	Nine Months Ended June 30,	
	2025	2024
Net cash provided by (used in) operating activities		
Net (loss) income	\$ (139,008)	\$ 24,514
Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities:		
Depreciation, depletion and amortization	170,800	11,317
Amortization of debt issue costs	127	176
Gain on sale of property and equipment	(21,400)	(81,520)
Impairment of long-lived assets	24,966	—
Loss on disposal of long-lived assets	780	6,213
Inventory net realizable value adjustment	9,895	28,549
Deferred income tax (benefit) provision	(36,869)	458
Stock-based compensation expense	559	544
Other	(390)	55
Changes in operating assets and liabilities:		
Accounts receivable	(839)	(3,800)
Inventories	17,194	(12,624)
Prepaid expenses	—	76
Income tax receivable	896	1,200
Other assets	10	(46)
Accounts payable and accrued liabilities	(4,048)	(843)
Income taxes payable	—	7,171
Other liabilities	168	(160)
Net cash provided by (used in) operating activities	22,841	(18,720)
Cash flows from investing activities:		
Purchases of property and equipment	(4,049)	(15,931)
Net proceeds from sale of property and equipment	28,172	86,394
Notes receivable	570	—
Change in deposits on purchase of citrus trees	—	(375)
Net cash provided by investing activities	24,693	70,088
Cash flows from financing activities:		
Repayments on revolving lines of credit	(25,194)	(44,032)
Borrowings on revolving lines of credit	19,300	19,310
Principal payments on term loans	(1,057)	(20,089)
Dividends paid	(1,146)	(1,143)
Net cash used in financing activities	(8,097)	(45,954)
Net increase in cash and cash equivalents and restricted cash	39,437	5,414
Cash and cash equivalents and restricted cash at beginning of the period	3,398	3,692
Cash and cash equivalents and restricted cash at end of the period	\$ 42,835	\$ 9,106
Supplemental disclosure of cash flow information		
Cash paid for interest, net of amounts capitalized	\$ 2,844	\$ 3,337
Cash (received) paid for income taxes, net of refunds	\$ (900)	\$ 890
Non-cash investing and financing activities:		
Dividends declared but unpaid	\$ 382	\$ 381
Assets received in exchange for services	\$ —	\$ 85
Trees delivered in exchange for prior tree deposits	\$ —	\$ 377

See accompanying notes to the unaudited condensed consolidated financial statements.

ALICO, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
(Dollars in thousands, except per share and per acre amounts)

Note 1. Description of Business and Basis of Presentation

Description of Business

Alico, Inc., together with its subsidiaries (collectively, “Alico”, the “Company”, “we”, “us” or “our”), is a Florida agribusiness and land management company owning approximately 50,570 acres of land and approximately 46,200 acres of mineral rights throughout Florida. Alico holds these mineral rights on substantially all its owned acres, with additional mineral rights on other acres. The Company manages its land based upon its primary usage, and reviews its performance based upon two primary classifications: (i) Alico Citrus and (ii) Land Management and Other Operations. Financial results are presented based upon these two business segments.

On January 6, 2025, the Company announced a Strategic Transformation (the “Strategic Transformation”) in the Company’s business focus, to wind down its Alico Citrus division, which holds the Company’s citrus production operations, to focus on a long-term diversified land usage and real estate development strategy. Due to increasing financial challenges from citrus greening disease and environmental factors for many seasons, the Company has decided to not spend further material capital on its citrus operations and to wind down substantially all of its Citrus’ primary operations after completion of the current harvest in April 2025. In connection with this Strategic Transformation, on January 3, 2025, the Company’s Board of Directors (the “Board”) approved a reduction in the Company’s current workforce by up to 172 employees, which occurred effective on or about January 6, 2025 with respect to up to 135 employees, and will be effective between April 1, 2025 and May 30, 2025 with respect to up to 37 employees. The Board’s decision is part of cost-reduction initiatives aimed at providing investors with a greater return on capital that includes the benefits and stability of a conventional agriculture investment, with the optionality that comes with active land management. In May 2025, the Company entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements, which are referred to herein as the “Financial Statements”, of Alico have been prepared pursuant to the rules and regulations for reporting on Form 10-Q. Accordingly, these Financial Statements do not include all of the disclosures required for complete annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). As such, these Financial Statements should be read in conjunction with the Company’s audited Consolidated Financial Statements and Notes thereto included in the Company’s Annual Report on Form 10-K for the year ended September 30, 2024, as filed with the SEC on December 2, 2024 (the “2024 Annual Report on Form 10-K”).

Operating results for the interim periods presented are not necessarily indicative of the results that may be expected for the full year. However, in the opinion of management, such Financial Statements include all adjustments, consisting solely of normal recurring adjustments, necessary to present fairly the financial position, results of operations and cash flows for the periods presented in conformity with U.S. GAAP applicable to interim periods.

Seasonality

The Company has historically been primarily engaged in the production of fruit for sale to citrus markets, which is of a seasonal nature, and subject to the influence of natural phenomena and wide price fluctuations. As a result, the second and third quarters of Alico’s fiscal year produce most of the Company’s annual revenue. However, due to lower production in the prior year, more of the citrus crop was harvested in the first and second quarters of the fiscal year. Working capital requirements are typically greater in the first and fourth quarters of the fiscal year, coinciding with harvesting cycles; however, as the harvest cycles have moved, the Company’s working capital requirements are now greater in the third and fourth quarters of the fiscal year. Because of the seasonality of the business, results for any quarter are not necessarily indicative of the results that may be achieved for the full fiscal year. In light of the Strategic Transformation, we have

decided not to allocate additional material capital to our citrus operations. As a result, we expect these seasonal patterns to diminish as we wind down those operations.

Stock Repurchase Program

On March 25, 2025, the Board of Directors of Alico, Inc. approved a stock repurchase program. The stock repurchase program authorizes the Company to repurchase up to \$50.0 million of the Company's common stock, par value \$1.00 ("Common Stock") and will expire on April 1, 2028, subject to market conditions and other factors. Repurchases under the program may be made in the open market, in privately negotiated transactions or otherwise, with the amount and timing of repurchases depending on market conditions and corporate needs. Open market repurchases will be structured to occur within the pricing and volume requirements of Rule 10b-18.

The Company may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of its shares under this authorization. This program does not obligate the Company to acquire any particular amount of Common Stock and the program may be extended, modified, suspended or discontinued at any time at the Company's discretion.

Note 2. Summary of Significant Accounting Policies

The Company's significant accounting policies are fully described in Note 2 – Summary of Significant Accounting Policies in our 2024 Annual Report on Form 10-K.

Revenue Recognition

The Company recognizes revenue under Financial Accounting Standards Board – Accounting Standards Codification ("ASC") 606. The core principle of the revenue standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The following five steps are applied to achieve that core principle:

- Step 1: Identify the contract with the customer
- Step 2: Identify the performance obligations in the contract
- Step 3: Determine the transaction price
- Step 4: Allocate the transaction price to the performance obligations in the contract
- Step 5: Recognize revenue when the company satisfies a performance obligation

Revenues are derived from the sale of processed fruit, fresh fruit, other citrus revenue, revenues from grove management services, leasing revenue and other resource revenues. Most of the revenue is generated from the sale of citrus fruit to processing facilities, fresh fruit sales and grove management services.

For fruit sales, the Company recognizes revenue in the amount it expects to be entitled to be paid, determined when control of the products or services is transferred to its customers, which occurs upon delivery of and acceptance of the fruit by the customer and when the Company has a right to payment.

For the sale of fruit, the Company has identified one performance obligation, which is the delivery of fruit to the processing facility of the customer (or harvesting of the citrus in the case of fresh fruit) for each separate variety of fruit identified in the respective contract with the respective customer. The Company initially recognizes revenue in an amount which is estimated based on contractual and market prices, if such market price falls within the range (known as "floor" and "ceiling" prices) identified in the specific respective contracts. Additionally, the Company also has a contractual agreement whereby revenue is determined based on applying a cost-plus structure methodology. As such, since all these contracts contain elements of variable consideration, the Company recognizes this variable consideration by using the expected value method. On a quarterly basis, management reviews the reasonableness of the revenues accrued based on buyers' and processors' advances to growers, cash and futures markets and experience in the industry. Adjustments are made throughout the year to these estimates as more current relevant industry information becomes available. Differences between the estimates and the final realization of revenues at the close of the harvesting season can result in either an increase or decrease to reported revenues.

(in thousands)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Revenue recognized at a point-in-time	\$ 7,798	\$ 12,291	\$ 40,496	\$ 42,250
Revenue recognized over time	592	1,319	2,768	3,458
Total	<u>\$ 8,390</u>	<u>\$ 13,610</u>	<u>\$ 43,264</u>	<u>\$ 45,708</u>

Receivables under contracts, whereby pricing is based on contractual and market prices, are primarily paid at the floor amount and are collected within seven days after the harvest week. Any adjustments to pricing as a result of changes in market prices are generally collected or paid thirty to sixty days after final market pricing is published. Beginning with the current fiscal year, substantially all of the Company's fruit sales contracts are based on fixed prices per pound solids. As of June 30, 2025, and September 30, 2024, the Company had total receivables relating to sales of citrus of \$1,010 and \$444, respectively, recorded in Accounts Receivable, net, in the Condensed Consolidated Balance Sheets.

For grove management services, the Company has identified one performance obligation, which is the management of the third party's groves. Grove management services include caretaking of the citrus groves, harvesting and hauling of citrus, management and coordination of citrus sales and other related activities. The Company is reimbursed for expenses incurred in the execution of its management duties and the Company receives a per acre management fee. The Company recognizes operating revenue, including a management fee, and corresponding operating expenses when such services are rendered and consumed.

On October 30, 2023, the Company entered into the Grove Management Agreement (the "Grove Management Agreement") with an unaffiliated group of third parties to provide citrus grove caretaking services for approximately 3,300 acres owned by such third parties. Under the terms of the agreement, the Company is reimbursed by the third parties for all its costs incurred related to providing these services and receives a management fee based on acres covered under this agreement. The Grove Management Agreement may be terminated with written notice provided at least 60 days prior to the commencement of the next fiscal year, occurring subsequent to September 30, 2024 and with shorter notice under certain conditions. On September 20, 2024, the Grove Management Agreement was extended until December 31, 2024, at which time it expired.

Disaggregated Revenue

Revenues disaggregated by significant products and services for the three and nine months ended June 30, 2025 and 2024 are as follows:

(in thousands)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Alico Citrus				
Early and Mid-Season	\$ —	\$ —	\$ 15,577	\$ 14,534
Valencias	7,795	12,183	24,088	26,915
Fresh Fruit and Other	3	108	831	801
Grove Management Services	7	946	888	2,341
Total	<u>\$ 7,805</u>	<u>\$ 13,237</u>	<u>\$ 41,384</u>	<u>\$ 44,591</u>
Land Management and Other Operations				
Land and Other Leasing	\$ 496	\$ 302	\$ 1,649	\$ 894
Other	89	71	231	223
Total	<u>\$ 585</u>	<u>\$ 373</u>	<u>\$ 1,880</u>	<u>\$ 1,117</u>
Total Revenues	<u>\$ 8,390</u>	<u>\$ 13,610</u>	<u>\$ 43,264</u>	<u>\$ 45,708</u>

Cash and Cash Equivalents

The Company considers cash in banks and highly liquid instruments with an original maturity to the Company of three months or less to be cash and cash equivalents. At various times throughout the nine months ended June 30, 2025 and year ended September 30, 2024, some accounts held at financial institutions were in excess of the federally insured limit of \$250. The Company has not experienced any losses on these accounts and believes credit risk to be minimal.

Restricted Cash

(in thousands)

	June 30, 2025	September 30, 2024
Cash and cash equivalents	\$ 42,073	\$ 3,150
Restricted cash ^(a)	762	248
Cash and cash equivalents and restricted cash	<u>\$ 42,835</u>	<u>\$ 3,398</u>

- a. Restricted cash represents Cash-Secured Irrevocable Standby Letters of Credit of \$762 to secure certain contractual obligations at June 30, 2025 and Cash-Secured Irrevocable Standby Letters of Credit of \$248 to secure certain contractual obligations at September 30, 2024.

Fair Value Measurements

The Company categorizes its financial instruments measured at fair value into a fair value hierarchy that prioritizes the inputs used in pricing the asset or liability into a three tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

- Level 1 – Observable inputs such as quoted market prices for identical assets and liabilities in active markets;
- Level 2 – Inputs, other than the quoted prices for identical assets and liabilities in active markets, for which significant other observable market inputs are readily available; and
- Level 3 – Unobservable inputs in which there is little or no market data, such as internally developed valuation models which require the reporting entity to develop its own assumptions.

The carrying amounts of the Company's financial instruments, including cash, restricted cash, accounts receivable, accounts payable and accrued liabilities approximate their fair values due to the short term and immediate nature of these financial instruments. The carrying amounts and estimated fair values (Level 2) of debt instruments are as follows:

(in thousands)

	June 30, 2025		September 30, 2024	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Corporate debt				
Current portion of long-term debt	\$ 1,410	\$ 1,413	\$ 1,410	\$ 1,420
Long-term debt	\$ 84,190	\$ 80,225	\$ 91,141	\$ 86,987

As of June 30, 2025 and September 30, 2024 the Company did not have any assets held for sale that had been measured at fair value on a non-recurring basis.

Earnings per Share

Basic earnings per share for the Company's common stock is calculated by dividing net income attributable to Alico common stockholders by the weighted average number of shares of common stock outstanding for the period. Diluted earnings per common share is similarly calculated, except that the calculation includes the dilutive effect of the assumed issuance of shares of common stock issuable under equity-based compensation plans in accordance with the treasury stock method, or any other type of securities convertible into common stock, except where the inclusion of such common shares would have an anti-dilutive effect.

The following table presents a reconciliation of basic to diluted weighted average common shares outstanding for the three and nine months ended June 30, 2025 and 2024:

(in thousands)

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Weighted Average Common Shares Outstanding – Basic	7,641	7,624	7,637	7,620
Effect of dilutive securities – stock options and unrestricted stock	—	—	—	—
Weighted Average Common Shares Outstanding – Diluted	7,641	7,624	7,637	7,620

Non-vested restricted shares of common stock entitle the holder to receive non-forfeitable dividends upon issuance and are included in the calculation of diluted earnings per common share. There were 38,000 stock options and 38,000 Market-based Restricted Stock Units, which were excluded from the calculation of dilutive securities at June 30, 2025 and 38,000 stock options which were excluded from the calculation of dilutive securities at June 30, 2024, respectively, as they were anti-dilutive.

Accounting for government grants

The Company recognizes government grants when there is reasonable assurance that: (1) the grant will be received and (2) all conditions will be met. For income-based grants, the Company recognizes the income on a systemic basis over the periods in which it recognizes as expense the related costs for which the grant was intended to compensate.

In the nine months ended June 30, 2025 and 2024, the Company recognized \$1,116 grant monies and \$2,911 of grant monies, respectively, from the Citrus Research and Field Trial Foundation's ("CRAFT") program to assist citrus growers in the State of Florida using Oxytetracycline ("OTC") and other approved therapies to combat the effect of "greening" of their citrus trees. At June 30, 2025 and September 30, 2024 grant monies of \$425 and \$1,192, respectively, were recognized as a component of Inventories on the Company's Condensed Consolidated Balance Sheet. In addition, for the nine months ended June 30, 2025 and 2024 \$691 and \$1,805, respectively, were recognized as a reduction of Operating expenses in the Company's Condensed Consolidated Statement of Operations, as the fruit was sold, in order to align it to the period over which the expense related to the OTC treatments is recognized. These grant monies were received in exchange for providing certain historical data to the CRAFT Foundation about the Company's citrus groves. The \$2,911 of CRAFT funds recognized at June 30, 2024 covered substantially all of the costs of the OTC application for 2023-2024 harvest and the \$1,192 of CRAFT funds recognized in Inventories at September 30, 2024 covered approximately 35% of the cost of OTC treatment for the 2024 - 2025 harvest. The Company may continue, but is not obligated, to participate in future CRAFT programs on the effects of the use of OTC on its Citrus Trees, in the groves that will continue to produce oranges (see [Note 1. Description of Business and Basis of Presentation](#) for further information on the Company's Strategic Transformation).

Concentrations

Accounts receivable from the Company's major customer as of June 30, 2025 and September 30, 2024, and revenue from such customer for the nine months ended June 30, 2025 and 2024, are as follows:

	Accounts Receivable		Revenue		% of Total Revenue	
	June 30, 2025	September 30, 2024	Nine Months Ended June 30, 2025	Nine Months Ended June 30, 2024	Nine Months Ended June 30, 2025	Nine Months Ended June 30, 2024
Tropicana	\$ —	\$ —	\$ 38,434	\$ 40,456	88.8%	88.5%

The citrus industry is subject to various factors over which growers have limited or no control, including weather conditions, disease, pestilence, water supply and market price fluctuations. Market prices are highly sensitive to aggregate domestic and foreign crop sizes, as well as factors including, but not limited to, weather and competition from foreign countries.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. The Company records impairment losses on long-lived assets used in operations, or asset group, when events and circumstances indicate that the assets might be impaired and the estimated cash flows (undiscounted and without interest charges) to be generated by those assets or asset group over the remaining lives of the assets or asset group are less than the carrying amounts of those assets. In calculating impairments and the estimated cash flows, the Company assigns its asset groups by determining the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of the other Company assets. The net carrying values of assets or asset group not recoverable are reduced to their fair values. Alico's cash flow estimates are based on historical results adjusted to reflect best estimates of future market conditions and operating conditions. The Company has determined that the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of the other Company assets is the Grove level and includes, its Citrus Trees, Land, certain equipment (principally irrigation related) and the Buildings and improvements within its citrus groves, which are used together to generate cash flows from fruit for sales to its customers. For the nine months ended June 30, 2025 the Company recognized an impairment of its long lived assets at one of its groves, as well as its young trees, which were not yet being depreciated, of \$24,966, which was recorded within Operating expenses in its Alico Citrus Segment. The fair value of the assets which were determined to be impaired were based primarily on consideration of comparable land sales and recent appraisals which considered comparable land sales, as well as any cash flows expected to be received from, or related to its operations (such as the fruit harvest and crop insurance proceeds) through the third quarter ended June 30, 2025.

No impairment of long-lived assets was recognized during the three months ended June 30, 2025 or the three and nine months ended June 30, 2024. As of June 30, 2025 and September 30, 2024, long-lived assets were comprised of property and equipment.

Segments

Operating segments are defined in the criteria established under ASC Topic 280 as components of public entities that engage in business activities from which they may earn revenues and incur expenses for which separate financial information is available and which is evaluated regularly by the Company's chief operating decision maker ("CODM") in deciding how to assess performance and allocate resources. The Company's CODM assesses performance and allocates resources based on two reportable segments: (i) Alico Citrus and (ii) Land Management and Other Operations.

Principles of Consolidation

The Financial Statements include the accounts of Alico and the accounts of all the subsidiaries in which a controlling interest is held by the Company. Under U.S. GAAP, consolidation is generally required for investments of more than 50% of the outstanding voting stock of an investee, except when control is not held by the majority owner. The Company's subsidiaries include: Alico Land Development, Inc., Alico-Agri, Ltd., Alico Plant World, LLC, Alico Fruit Company, LLC, Alico Citrus Nursery, LLC, Alico Chemical Sales, LLC, Alico Ranch, LLC, Alico Natural Resources, LLC, 734 Citrus Holdings 1, LLC and subsidiaries ("Silver Nip"), Alico Skink Mitigation, LLC and Citree Holdings 1, LLC ("Citree"). The Company considers the criteria established under FASB ASC Topic 810, "Consolidations" in its consolidation process. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities as of the date of the accompanying Financial Statements, the disclosure of contingent assets and liabilities in the Financial Statements and the accompanying Notes, and the reported amounts of revenues and expenses and cash flows during the periods presented. Actual results could differ from those estimates. The Company evaluates estimates on an ongoing basis. The estimates are based on current and expected economic conditions, historical experience, the experience and judgment of the Company's management and various other specific assumptions that the Company believes to be reasonable.

Noncontrolling Interest in Consolidated Subsidiary

The Financial Statements include all assets and liabilities of the less-than-100%-owned subsidiary the Company controls, Citree. Accordingly, the Company has recorded a noncontrolling interest in the equity of such entity. Citree had net losses

of \$71 and \$276 for the three months ended June 30, 2025 and 2024, respectively, and net losses of \$341 and \$1,190 for the nine months ended June 30, 2025 and 2024, respectively, of which 51% is attributable to the Company.

Recent Accounting Pronouncements

In November 2023, the FASB issued ASU 2023-07, “Improvements to Reportable Segment Disclosures,” which amends Topic 280 primarily through enhanced disclosures about significant segment expenses. The amendments are effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. ASU 2023-07 became effective for us on October 1, 2024, for our fiscal year ended September 30, 2025. The adoption of this accounting pronouncement will result in incremental disclosures within our Segment Information footnote.

In December 2023, the FASB issued ASU 2023-09, “Improvements to Income Tax Disclosures,” which amends Topic 740 primarily through enhanced disclosures about an entity’s tax risks and tax planning. The amendments are effective for public business entities in annual periods beginning after December 15, 2024, with early adoption permitted on a prospective or retrospective basis. ASU 2023-09 will become effective for us on October 1, 2025. The Company expects to include certain additional income tax disclosures as a result of the adoption of this accounting pronouncement but it will not impact the Company’s results of operations, financial condition or cash flows.

In November 2024, the FASB issued ASU 2024-03, “Disaggregation of Income Statement Expenses,” which amends Topic 220 primarily through requiring disclosures in the notes to financial statements about certain costs and expenses. The amendments are effective for annual periods beginning after December 15, 2026 and interim periods beginning after December 15, 2027, with early adoption permitted on a prospective or retrospective basis. ASU 2024-03 becomes effective for us on October 1, 2027. The Company is currently evaluating the impact of the adoption of this accounting pronouncement.

The Company has reviewed other recently issued accounting standards which have not yet been adopted to determine their potential effect, if any, on the results of operations or financial condition. Based on the review of these other recently issued standards, the Company does not currently believe that any of those accounting pronouncements will have a significant effect on its current or future financial position, results of operations, cash flows or disclosures.

Note 3. Inventories

Inventories consist of the following at June 30, 2025 and September 30, 2024:

(in thousands)

	June 30, 2025	September 30, 2024
Unharvested fruit crop on the trees	\$ 2,428	\$ 28,921
Other	567	1,163
Total inventories	<u>\$ 2,995</u>	<u>\$ 30,084</u>

The Company records its inventory at the lower of cost or net realizable value.

For the nine months ended June 30, 2025 and 2024, the Company recorded inventory adjustments of \$9,895 and \$28,549, respectively, to reduce inventory to net realizable value within Operating expenses. The adjustment for the nine months ended June 30, 2025 was due to a lower than anticipated harvest of the Early and Mid-Season and Valencia crops, principally as a result of Hurricane Milton, which hit in October 2024. The inventory adjustment during the nine months ended June 30, 2024 was the result of the continued weak recovery from the impacts of Hurricane Ian which hit in September 2022.

The Company received \$15,970 and \$20,010 of insurance proceeds relating to Hurricane Milton during the three and nine months ended June 30, 2025, respectively, which was recorded within Operating expenses in our Condensed Consolidated Statement of Operations.

Note 4. Assets Held for Sale

In accordance with its strategy to dispose of non-core and under-performing assets, the following assets have been classified as assets held for sale at June 30, 2025 and September 30, 2024:

(in thousands)

	Carrying Value	
	June 30, 2025	September 30, 2024
Ranch	\$ —	\$ 69
Alico Citrus	6,659	3,037
Total assets held for sale	\$ 6,659	\$ 3,106

On March 7, 2025, the Company entered into an agreement to sell 2,930 acres of citrus land for \$26,663 (\$9,100 per acre).

As of June 30, 2025, as a result of the Strategic Transformation, the Company had vehicles and equipment with a net book value of \$658 as Held for Sale and recognized an accrued loss of \$297.

During the nine months ended June 30, 2025, the Company sold approximately 2,794 acres of land for \$23,502.

During the nine months ended June 30, 2024, the Company consummated the sale of approximately 18,354 acres of land for \$86,217 and recognized a gain of \$81,246, including 17,229 acres of the Alico Ranch to the State of Florida for \$77,631 in gross proceeds. A portion of the proceeds from these sales was used to repay the outstanding balance on the Company's working capital line of credit ("WCLC") with Rabo Agrifinance, Inc. ("Rabo"), the \$19,094 Met Life Variable-Rate Term Loans, plus accrued interest and for general corporate purposes.

Note 5. Property and Equipment, Net

Property and equipment, net consists of the following at June 30, 2025 and September 30, 2024:

(in thousands)

	June 30, 2025	September 30, 2024
Citrus trees	\$ 54,364	\$ 319,149
Equipment and other facilities	39,015	58,293
Buildings and improvements	5,212	6,515
Total depreciable properties	98,591	383,957
Less: accumulated depreciation and depletion	(62,027)	(146,086)
Net depreciable properties	36,564	237,871
Land and land improvements	112,896	114,862
Property and equipment, net	\$ 149,460	\$ 352,733

During the nine months ended June 30, 2025 and 2024, the Company recorded a loss on the disposal of long lived assets of \$780 and \$6,213, respectively, which has been recognized within Operating expenses.

In January 2025, the Company evaluated the recoverability of the fixed assets in its Citrus Segment, as a result of the announcement of its Strategic Transformation. The decision to wind down the Company's citrus groves constituted an impairment indicator and it performed an impairment analysis of its property and equipment at January 6, 2025. The Company determined that the asset group for testing impairment is the grove level and includes the Citrus trees, Land, certain Equipment (principally irrigation related) and the Buildings and improvements within its citrus groves. This grouping is required as the cash flows from the sales of fruit cannot be specifically attributed to any of the individual components and the caretaking of the groves is interdependent on the existence of all assets in the asset group.

As a result of this analysis, the Company determined that there was an impairment of its young trees, which were not yet being depreciated and its long lived assets at one of its groves of \$24,966, which was recorded within Operating expenses

in its Alico Citrus Segment. This analysis was based on consideration of comparable land sales and recent appraisals which considered comparable land sales, as well as any cash flows expected to be received from, or related to its operations (such as the fruit harvest and crop insurance proceeds) through the third quarter ended June 30, 2025.

Furthermore, the estimated useful life of the Company's citrus trees had been impacted and their lives were changed to a range of four to sixteen months depending upon whether the trees will be abandoned at the end of the Fiscal Year 2025 harvest season or if they are either being retained or leased for another year, which is expected to conclude in April 2026, respectively. The Company recognized accelerated depreciation on its trees and certain of its other fixed assets of approximately \$40,733 and \$160,526 for the three and nine months ended June 30, 2025, respectively. Citree was not impacted by the Strategic Transformation and as such no change in estimated useful life was deemed necessary. The impact of the accelerated depreciation on net income for the three and nine months ended June 30, 2025 was \$28,635 and \$126,816, respectively, and the impact on both Basic and Diluted earnings per share for the three and nine months ended June 30, 2025 was a loss of \$3.75 and \$16.61, respectively.

Note 6. Accrued Liabilities

Accrued liabilities consist of the following at June 30, 2025 and September 30, 2024:

(in thousands)

	June 30, 2025	September 30, 2024
Ad valorem taxes	\$ 1,182	\$ 1,898
Accrued employee wages and benefits	964	1,727
Accrued interest	549	554
Accrued dividends	382	381
Professional fees	163	275
Accrued insurance	73	124
Other accrued liabilities	—	407
Total accrued liabilities	<u>\$ 3,313</u>	<u>\$ 5,366</u>

Note 7. Restructure and Other Charges

On January 3, 2025, the Board approved the Strategic Transformation and associated reduction in the Company's current workforce by up to 172 employees. This workforce reduction was effective on January 6, 2025 with respect to 135 employees, and was effective between April 1, 2025 and May 30, 2025 with respect to 34 employees (see [Note 1. Description of Business and Basis of Presentation](#) for further information on the Strategic Transformation).

	Personnel	Other	Total
Balance at September 30, 2024	\$ —	\$ —	\$ —
Restructure expense	2,261	313	2,574
Restructure payments	(2,121)	(313)	(2,434)
Balance at June 30, 2025	<u>\$ 140</u>	<u>\$ —</u>	<u>\$ 140</u>

These Restructure and other charges were incurred in the Company's Citrus Segment with Personnel costs of \$2,029 and \$232 being recognized in Operating expenses and General and administrative expenses, respectively, and Other costs of \$313, principally representing legal costs, recognized in General and administrative expense during the three and nine months ended June 30, 2025 (see [Note 5. Property and Equipment, Net](#) for information on the Asset Impairment).

As of June 30, 2025, the Company has accrued for the Personnel and Other restructure expenses within Accrued expenses and believes the restructuring plan is substantially complete.

Note 8. Long-Term Debt and Lines of Credit

The following table summarizes long-term debt and related deferred financing costs, net of accumulated amortization, at June 30, 2025 and September 30, 2024:

<i>(in thousands)</i>	June 30, 2025	September 30, 2024
Long-term debt, net of current portion:		
Met Fixed-Rate Term Loans	\$ 70,000	\$ 70,000
Pru Loans A & B	9,587	10,457
Met Citree Term Loan	3,513	3,700
Deferred financing fees	(370)	(434)
	82,730	83,723
Less current portion	1,410	1,410
Long-term debt	\$ 81,320	\$ 82,313

The following table summarizes the line of credit and related deferred financing costs, net of accumulated amortization at June 30, 2025 and September 30, 2024:

<i>(in thousands)</i>	June 30, 2025	September 30, 2024
Line of Credit:		
RLOC	\$ 2,500	\$ 8,394
Deferred financing fees	(739)	(671)
Line of Credit	\$ 1,761	\$ 7,723

Interest costs expensed and capitalized were as follows:

<i>(in thousands)</i>	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Interest expense	\$ 907	\$ 628	\$ 2,964	\$ 2,896
Interest capitalized	37	322	365	917
Total	\$ 944	\$ 950	\$ 3,329	\$ 3,813

Debt

The Company's credit facilities consist of fixed interest rate term loans originally in the amount of \$125,000 ("Met Fixed-Rate Term Loans") variable interest rate term loans originally in the amount of \$57,500 ("Met Variable-Rate Term Loans") and a \$25,000 revolving line of credit ("RLOC") with Metropolitan Life Insurance Company ("Met") and a \$70,000 WCLC with Rabo.

On December 26, 2023, the Company repaid the outstanding balance on the Met Variable-Rate Term Loans of \$19,094, plus accrued interest, and no further borrowings are available under these loans.

On September 17, 2024, the Company amended the credit agreement with Met (the "Amended Credit Agreement") and the term loans and RLOC (the "Amended RLOC"). The primary terms of the amendments include an increase in the capacity of the Amended RLOC to \$95,000 and an extension of its maturity to May 1, 2034. In connection with entrance into the Amended Credit Agreement, the Company also repaid current borrowings under the WCLC with Rabo and there were no available borrowings under this facility at September 30, 2024, which was cancelled in October 2024, once outstanding interest was repaid. As a result of the Amended Credit Agreement, the credit facilities now include the Met Fixed-Rate Term Loans and the Amended RLOC.

On March 31, 2025, the Company entered into a Seventh Amendment to Credit Agreement (the “Seventh Amendment”) with Met to, among other things, remove the Debt Service; Tangible Net Worth; Current Ratio and Debt to Total Assets Ratio covenants in their entirety. These restrictive covenants were replaced with a Quarterly Liquidity Covenant which requires the Company to maintain cash and cash equivalents in an amount equal to 1.5 multiplied by the cumulative sum of: i) the scheduled principal and interest payments due under the debt owed to Met and Prudential which may be due and payable during the immediately following twelve month period and ii) the projected interest payments due under the Amended RLOC (the “Minimum Liquidity Requirement”). In addition, the Company must maintain Cash and cash equivalents and Current Assets less Current liabilities (“Working Capital”) in excess of the Minimum Liquidity Requirement. At June 30, 2025, the Minimum Liquidity Requirement was \$7,400.

The term loans and RLOC are secured by real property. The security for the term loans and RLOC consists of approximately 36,175 gross acres of citrus groves. The WCLC is collateralized by the Company’s current assets and certain other personal property owned by the Company.

The Met Fixed-Rate Term Loans, which bear interest at 3.85%, are interest-only with a balloon payment at maturity on November 1, 2029.

The Amended RLOC bears interest rate at SOFR plus 220 basis points (the “Amended SOFR Spread”), with a SOFR floor of 5.00% and a minimum balance of \$2,500. The Amended SOFR spread and SOFR floor are subject to adjustment by lender every two years beginning January 1, 2026 and every two years thereafter until maturity. The RLOC is subject to an annual commitment fee of 25 basis points on the unused portion of the line of credit and is available for funding general corporate purposes. At June 30, 2025 and September 30, 2024, \$92,500 and \$86,606 were available under the RLOC, respectively.

The variable interest rate on the Amended RLOC was 6.53% and 7.30% per annum as of June 30, 2025 and September 30, 2024, respectively.

Prior to the Seventh Amendment, the credit facilities noted above were subject to various covenants including the following financial covenants: (i) minimum debt service coverage ratio of 1.10 to 1.00; (ii) tangible net worth of at least \$160,000 increased annually by 10% of consolidated net income for the preceding years, or \$175,263 for the year ended September 30, 2025; (iii) minimum current ratio of 1.50 to 1.00; and (iv) debt to total assets ratio not greater than .625 to 1.00. As of June 30, 2025, the Company was in compliance with all of the financial covenants. The Amended Credit Agreement also includes a 55.0% Loan To Value Cap (the “LTV CAP”) on the value of the term loans and RLOC capacity. At June 30, 2025, the Company was able to draw the available balance under the RLOC, while remaining under the LTV Cap.

Credit facilities also include a Met Life term loan collateralized by 1,200 gross acres of citrus grove owned by Citree (“Met Citree Loan”). This is a \$5,000 credit facility that bears interest at a fixed rate of 5.28% per annum. Principal and interest payments are made on a quarterly basis. Effective February 17, 2023, the Company agreed to defer the next three quarterly principal payments which were previously due May 2023, August 2023 and November 2023 to the maturity date of the loan. The loan matures in February 2029.

Silver Nip Citrus Debt

There are two fixed-rate term loans, with an original combined balance of \$27,550, which bear interest at 5.35% per annum (“Pru Loans A & B”). Principal of \$290 is payable quarterly, together with accrued interest. The Pru Loans A & B are collateralized by 5,700 acres of citrus groves in Collier, Hardee, Highlands and Polk Counties, Florida and mature on June 1, 2029 and June 1, 2033, respectively.

The Pru Loans A & B are subject to an annual financial covenant whereby the consolidated current ratio requirement is 1.00 to 1.00. Silver Nip Citrus was in compliance with the current ratio covenant as of June 30, 2025.

Deferred Financing Costs

Costs incurred to obtain financing are deferred and amortized to “Interest expense” in the Condensed Consolidated Statements of Operations over the related financing period using the effective interest method. The Company records debt issuance costs as a direct reduction of the carrying value of the related debt. Financing costs related to the undrawn RLOC are included in “Other non-current assets” in the Condensed Consolidated Balance Sheets.

Note 9. Income Taxes

Our effective tax rate for the three and nine months ended June 30, 2025 was a benefit of 29.9% and 21.0%, respectively. The rate for the three and nine months ended June 30, 2025 differed from the Federal Statutory rate of 21.0%, primarily due to a change in the valuation allowance. Based on both positive and negative evidence, management determined that it was not “more likely than not” the deferred tax assets will be realized. This is primarily due to the accelerated book depreciation on the citrus producing assets, which is anticipated to result in a cumulative three-year loss during fiscal year ending September 30, 2025.

Our effective tax rate for the three and nine months ended June 30, 2024 was a (benefit) provision of (31.1%) and 28.4%, respectively. The rate for the nine months ended June 30, 2024 differed from the Federal Statutory rate of 21.0%, primarily due to state income taxes and a change in the valuation allowance for the charitable contribution carryover.

On July 4, 2025, H.R. 1 - One Big Beautiful Bill Act (“OBBBBA”) was signed into law, which includes significant changes to federal tax law and other regulatory provisions that may impact the Company. ASC 740, “Income Taxes”, requires the effects of changes in tax rates and laws on deferred tax balances to be recognized in the period in which the legislation is enacted. The Company is currently evaluating the provisions of the new law and the potential effects on its financial position, results of operations and cash flows.

Note 10. Segment Information

Segments

Total revenues represent sales to unaffiliated customers, as reported in the Condensed Consolidated Statements of Operations. Goods and services produced by these segments are sold to wholesalers and processors in the United States, who prepare the products for consumption. The Company evaluates the segments’ performance based on direct margins (gross profit) from operations before general and administrative expenses, interest expense, other income (expense) and income taxes, not including nonrecurring gains and losses.

Information by operating segment is as follows:

(in thousands)	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Revenues:				
Alico Citrus	\$ 7,805	\$ 13,237	\$ 41,384	\$ 44,591
Land Management and Other Operations	585	373	1,880	1,117
Total operating revenues	\$ 8,390	\$ 13,610	43,264	45,708
Operating expenses:				
Alico Citrus	\$ 36,304	\$ 17,813	229,022	82,062
Land Management and Other Operations	142	84	233	346
Total operating expenses	\$ 36,446	\$ 17,897	229,255	82,408
Gross (loss) profit:				
Alico Citrus	\$ (28,499)	\$ (4,576)	(187,638)	(37,471)
Land Management and Other Operations	443	289	1,647	771
Total gross (loss) profit	\$ (28,056)	\$ (4,287)	(185,991)	(36,700)
Depreciation, depletion and amortization:				
Alico Citrus	\$ 44,359	\$ 3,660	\$ 170,061	\$ 11,111
Land Management and Other Operations	11	9	55	46
Other Depreciation, Depletion and Amortization	169	46	684	160
Total depreciation, depletion and amortization	\$ 44,539	\$ 3,715	\$ 170,800	\$ 11,317

(in thousands)

	June 30, 2025	September 30, 2024
Assets:		
Alico Citrus	\$ 196,596	\$ 383,777
Land Management and Other Operations	12,491	13,134
Other Corporate Assets	1,473	1,808
Total Assets	\$ 210,560	\$ 398,719

The reconciliations of segment gross profit (loss) to consolidated income (loss) before income taxes are as follows:

	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Alico Citrus	\$ (28,499)	\$ (4,576)	\$ (187,638)	\$ (37,471)
Land Management and Other Operations	443	289	1,647	771
Segment gross loss	(28,056)	(4,287)	(185,991)	(36,700)
General and administrative expenses	2,867	2,441	8,841	8,034
Loss from operations	(30,923)	(6,728)	(194,832)	(44,734)
Other income, net:				
Interest income	153	95	259	345
Interest expense	(907)	(628)	(2,964)	(2,896)
Gain on sale of property and equipment	5,553	4,491	21,400	81,520
Other income, net	—	—	255	—
Total other income, net	4,799	3,958	18,950	78,969
(Loss) income before income taxes	\$ (26,124)	\$ (2,770)	\$ (175,882)	\$ 34,235

Note 11. Leases

The Company determines whether an arrangement is a lease at inception. The Company's leases consist of operating lease arrangements for certain office space, tractor leases and IT facilities. When these lease arrangements include lease and non-lease components, the Company accounts for lease components and non-lease components (e.g., common area maintenance) separately based on their relative standalone prices.

Any lease arrangements with an initial term of twelve months or less are not recorded on the Company's Condensed Consolidated Balance Sheets, and it recognizes lease cost for these lease arrangements on a straight-line basis over the applicable lease term. Many lease arrangements provide the options to exercise one or more renewal terms or to terminate the lease arrangement. The Company includes these options when it will be reasonably certain to exercise them in the lease term used to establish the right-of-use assets and lease liabilities. Generally, lease agreements do not include an option to purchase the leased asset, residual value guarantees or material restrictive covenants.

As most of our lease arrangements do not provide an implicit interest rate, the Company applies an incremental borrowing rate based on the information available at the commencement date of the lease arrangement to determine the present value of lease payments.

No lease costs associated with finance leases and sale-leaseback transactions occurred and our lease income associated with lessor and sublease arrangements are not material to our Condensed Consolidated Financial Statements.

Our operating leases cost components are reported in our Condensed Consolidated Statements of Operations as follows:

(in thousands)	Three Months Ended June 30,		Nine Months Ended June 30,	
	2025	2024	2025	2024
Operating lease components				
Operating leases costs recorded in general and administrative expenses	\$ 37	\$ 37	\$ 111	\$ 111

The weighted-average remaining lease term and weighted-average discount rate for our operating leases are as follows:

	June 30, 2025
Weighted-average remaining lease term	1.2 years
Weighted-average discount rate	5.34 %

Note 12. Stock-based Compensation

Effective January 27, 2015, the Company's Board of Directors adopted the 2015 Stock Incentive Plan (the "2015 Plan") which provides for up to 1,250,000 common shares available for issuance to provide a long-term incentive plan for officers, employees, directors and/or consultants to directly link incentives to stockholder value. The 2015 Plan was approved by the Company's stockholders in February 2015. An amendment and restatement of the 2015 Plan was approved by the board of directors on December 17, 2024 and by shareholders on February 28, 2025 at the Company Annual Shareholders Meeting (the "Amended and Restated 2015 Plan"). The Amended and Restated 2015 Plan provides for grants to eligible participants in various forms including restricted shares of the Company's common stock, restricted stock units and stock options. Awards are discretionary and are determined by the Compensation Committee of the Board of Directors. Awards vest based upon service conditions. Non-vested restricted shares generally vest over requisite service periods of one to six years from the date of grant.

The Company recognizes stock-based compensation expense for (i) Board of Directors fees (generally paid in treasury stock), and (ii) other awards under the Amended and Restated 2015 Plan (paid in restricted stock, stock options or Market-based Restricted Stock Units ("MRSUs")). Stock-based compensation expense is recognized in general and administrative expenses in the Condensed Consolidated Statements of Operations.

Stock Compensation – Board of Directors

The Board of Directors can either elect to receive stock compensation or cash for their fees for services provided. Stock-based compensation expense relating to the Board of Directors fees was \$130 and \$368 for the three and nine months ended June 30, 2025, respectively, and \$118 and \$375 for the three and nine months ended June 30, 2024.

Stock Compensation - Employees

Stock compensation expense related to employee awards were \$65 and \$191 for the three and nine months ended June 30, 2025, and \$57 and \$169 for the three and nine months ended June 30, 2024, respectively.

Restricted Stock Awards ("RSAs")

Restricted Stock Awards	Shares	Weighted-Average Grant Date Fair Value
Outstanding at September 30, 2024	17,500	\$ 37.82
Vested	(8,750)	37.82
Outstanding at June 30, 2025 (a)	8,750	\$ 37.82

a. The remaining contractual term is 0.5 years and the aggregate intrinsic value of RSAs expected to vest is \$286.

There was \$46 and \$150 of total unrecognized stock compensation costs related to unvested RSAs at June 30, 2025 and September 30, 2024, respectively.

Stock Option Grants

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Vested and outstanding - June 30, 2025	38,000	\$ 33.75	1.5	—

No stock compensation expense related to stock options was recognized for the three and nine months ended June 30, 2025 or June 30, 2024, respectively.

Market-based Restricted Stock Units

On December 23, 2024, the Company granted MRSUs to one of its executives, which will be eligible to be earned if at any time prior to September 30, 2027, the average 30-day closing per share price of the Company's Common Stock exceeds the applicable price per share thresholds set forth below:

Price Per Share Threshold	Number of MRSUs Earned
\$35 per share	5,000
\$40 per share	12,500
\$45 per share	20,500

The earned MRSUs will then be subject to time-based vesting on September 30, 2027, subject to continued service through such date. Stock compensation expense will be recognized ratably over the term of the award.

The assumptions used in the Monte Carlo simulation model to calculate the fair value of the Company's MRSUs are as follows:

	Nine months ended June 30, 2025
Expected volatility of stock price	33.14 %
Risk-free interest rate	4.26 %
Expected term of awards (years)	2.77
Dividend yield	0.76 %
Grant date stock price	\$ 26.15

Market-based Restricted Stock Units	Shares	Weighted-Average Grant Date Fair Value
Outstanding at September 30, 2024	—	\$ —
Granted	38,000	\$ 12.32
Vested	—	\$ —
Forfeited	—	\$ —
Outstanding at June 30, 2025 (a)	38,000	\$ 12.32

a. The weighted average remaining contractual term is 2.8 years and the aggregate intrinsic value of MRSUs expected to vest is \$1,134.

As of June 30, 2025 and September 30, 2024, total unrecognized stock compensation costs for MRSUs was \$380 and \$0, respectively.

Forfeitures of RSAs, stock options and MRSUs are recognized as incurred.

Total stock-based compensation expense for the three and nine months ended June 30, 2025, which was recognized in general and administrative expense, was \$195 and \$559, respectively, and \$175 and \$544 for the three and nine months ended June 30, 2024, respectively.

Note 13. Commitments and Contingencies*Legal Proceedings*

From time to time, Alico may be involved in litigation relating to claims arising out of its operations in the normal course of business. There are no current legal proceedings to which the Company is a party or of which any of its property is subject that it believes will have a material adverse effect on its financial condition.

Note 14. Related Party Transactions

Capital Contribution

On June 10, 2024, all operating partners of Citree received a funding notice relating to an additional Cash Capital Contribution (“Contribution”) requirement of \$750, as a result of trees producing limited revenue as they continue to recover from Hurricane Ian. The Company’s portion of the Contribution of \$382 and the noncontrolling parties’ portion of \$368 was funded on July 11, 2024.

Note 15. Subsequent Events

The Company evaluated subsequent events and transactions that occurred after June 30, 2025, the balance sheet date, up to the date that the unaudited condensed consolidated financial statements were issued and determined there are no additional events to disclose.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the accompanying Condensed Consolidated Financial Statements and related Notes thereto and other information included elsewhere in this Quarterly Report, our 2024 Annual Report on Form 10-K, and in our other filings with the SEC. Our actual results of operations may differ materially from those discussed in forward-looking statements as a result of various factors, including, but not limited to, those included our 2024 Annual Report on Form 10-K and other portions of this Quarterly Report. Additionally, our historical results are not necessarily indicative of the results that may be expected for any period in the future. In the following discussion and analysis, dollars are in thousands, except per share and per acre amounts.

Business Overview

Business Description

Alico, Inc., together with its subsidiaries (collectively, “Alico”, the “Company”, “we”, “us” or “our”) currently generates operating revenues primarily from the sale of our citrus products, providing management services to citrus groves owned by third parties, and grazing and hunting leasing. We operate as two business segments, and all of our operating revenues are generated in the United States. While Alico Citrus, which holds the Company’s citrus production operations, has substantially wound down operations after the 2024/2025 harvest due to environmental and financial challenges, Alico remains committed to Florida’s agriculture industry, and will focus on its long-term diversified land usage and real estate development strategy.

For the three months ended June 30, 2025 and June 30, 2024, we generated operating revenue of \$8,390 and \$13,610, respectively, loss from operations of \$30,923 and \$6,728, respectively, and net loss attributable to common stockholders of \$18,289 and \$2,044, respectively. Net cash provided by (used) in operating activities was \$22,841 and \$(18,720) for the nine months ended June 30, 2025 and June 30, 2024, respectively.

Business Segments

Operating segments are defined in the criteria established under FASB ASC Topic 280 as components of public entities that engage in business activities from which they may earn revenues and incur expenses for which separate financial information is available and which is evaluated regularly by our CODM in deciding how to assess performance and allocate resources. Our CODM assesses performance and allocates resources based on its operating segments.

Our two segments are as follows:

- Alico Citrus includes activities related to planting, owning, cultivating and/or managing citrus groves to produce fruit for sale to fresh and processed citrus markets, including activities related to the purchase and resale of fruit and value-added services, which include contracting for the harvesting, marketing and hauling of citrus; and
- Land Management and Other Operations includes activities related to grazing and hunting leasing, management and/or conservation of unimproved native pastureland and activities related to rock mining royalties and other insignificant lines of business. Also included are activities related to owning and/or leasing improved farmland. Improved farmland is acreage that has been converted, or is permitted to be converted, from native pasture and which may have various improvements including irrigation, drainage and roads.

For the three months ended June 30, 2025 and 2024, the Alico Citrus segment generated 93.0% and 97.3%, respectively, of our consolidated revenues and the Land Management and Other Operations segment generated 7.0% and 2.7%, respectively, of our consolidated revenues.

For the nine months ended June 30, 2025 and 2024, the Alico Citrus segment generated 95.7% and 97.6%, respectively, of our consolidated revenues and the Land Management and Other Operations segment generated 4.3% and 2.4%, respectively, of our consolidated revenues.

Recent Developments

Corkscrew Grove Stewardship District

On June 25, 2025, Gov. Ron DeSantis signed House Bill 4041 to create the Corkscrew Grove Stewardship District, an independent special district responsible for the construction, operations and maintenance of community infrastructure in eastern Collier County. The Corkscrew Grove Stewardship District will assist Alico in its efforts to effectively finance infrastructure, help restore and manage natural areas, and oversee the administration of the master planned communities and lands within the district’s boundaries.

Land Sales

During the quarter ended June 30, 2025, the Company sold approximately 694 acres of land for \$6,247 (\$9,000 per acre).

Crop Insurance

We received \$15,970 of insurance proceeds relating to Hurricane Milton during the three months ended June 30, 2025, bringing the total crop insurance proceeds for the nine months ended June 30, 2025 to \$20,010.

CRAFT Program

We received grant monies from CRAFT of \$1,116 during the three months ended June 30, 2025.

Condensed Consolidated Results of Operations

The following discussion provides an analysis of our results of operations for the three and nine months ended June 30, 2025, as compared to 2024:

(in thousands)

	Three Months Ended June 30,		Change		Nine Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Operating revenues:								
Alico Citrus	\$ 7,805	\$ 13,237	\$ (5,432)	(41.0)%	\$ 41,384	\$ 44,591	\$ (3,207)	(7.2) %
Land Management and Other Operations	585	373	212	56.8 %	1,880	1,117	763	68.3 %
Total operating revenues	8,390	13,610	(5,220)	(38.4)%	43,264	45,708	(2,444)	(5.3) %
Gross (loss) profit:								
Alico Citrus	(28,499)	(4,576)	(23,923)	522.8 %	(187,638)	(37,471)	(150,167)	400.8 %
Land Management and Other Operations	443	289	154	53.3 %	1,647	771	876	113.6 %
Total gross (loss) profit	(28,056)	(4,287)	(23,769)	554.4 %	(185,991)	(36,700)	(149,291)	406.8 %
General and administrative expenses	2,867	2,441	426	17.5 %	8,841	8,034	807	10.0%
Loss from operations	(30,923)	(6,728)	(24,195)	359.6 %	(194,832)	(44,734)	(150,098)	335.5 %
Total other income, net	4,799	3,958	841	21.2 %	18,950	78,969	(60,019)	(76.0)%
(Loss) income before income taxes	(26,124)	(2,770)	(23,354)	NM	(175,882)	34,235	(210,117)	NM
Income tax (benefit) provision	(7,800)	(861)	(6,939)	NM	(36,874)	9,721	(46,595)	(479.3)%
Net loss	(18,324)	(1,909)	(16,415)	NM	(139,008)	24,514	(163,522)	NM
Net (loss) income attributable to noncontrolling interests	35	(135)	170	(125.9)%	167	583	(416)	(71.4) %
Net loss attributable to Alico, Inc. common stockholders	\$ (18,289)	\$ (2,044)	\$ (16,245)	NM	\$ (138,841)	\$ 25,097	\$ (163,938)	NM

NM = Not meaningful

Operating Revenue

The 38.4% decrease in revenue for the three months ended June 30, 2025, as compared to the three months ended June 30, 2024, was primarily due to the Early and Mid-Season and Fresh Fruit harvests beginning earlier in the first quarter of the year and ending earlier in the current quarter of 2025, partially driven by fruit drop as a result of Hurricane Milton. The decrease was also driven by a decrease in grove management revenues as a result of the expiration on December 31, 2024 of the Citrus Grove Management Agreement that we entered into on October 30, 2023 (the "Grove Owners Agreement").

These decreases were partially offset by a 28.5% increase in the price per pound solids of the Valencia crop, as a result of more favorable pricing in one of our then-existing contracts with Tropicana and an increase in rock and sand royalties.

The 5.3% decrease in revenue for the nine months ended June 30, 2025, as compared to the nine months ended June 30, 2024, was primarily due to a 26.4% decrease in total pound solids produced as a result of Hurricane Milton and a 62.1% decrease in Grove management services due to the expiration of the Grove Owners Agreement on December 31, 2024, partially offset by a blended 30.2% increase in the price per pound solid.

The 56.8% and 68.3% increase in revenue within Land Management and Other for the three and nine months ended June 30, 2025, respectively, as compared to the same periods in the prior year, is principally due to an increase in rock and sand royalty income and sod sales, partially offset by lower farm, grazing and hunting lease revenues due to the sale of the Alico Ranch.

Operating Expenses

The increase in operating expenses of \$18,549 and \$146,847 for the three and nine months ended June 30, 2025, respectively, as compared to the three and nine months ended June 30, 2024, was driven by the acceleration of depreciation of approximately \$40,586 and \$159,941 principally on our Citrus trees in the three and nine months ended June 30, 2025, respectively, as a result of the Strategic Transformation and decision to wind down our citrus operations and the impairment of our young trees, which were not yet being depreciated, as well as the impairment of our long lived assets at one of our groves of \$24,966. Partially offsetting the increase in cost of sales were lower inventory adjustments of nil and \$9,895 during the three and nine months ended June 30, 2025, respectively, compared to \$17,703 and \$28,549 for the three and nine months ended June 30, 2024, respectively, and \$15,970 and \$20,010 of crop insurance proceeds received in connection with Hurricane Milton during the three and nine months ended June 30, 2025, respectively, (which was recorded within Fresh Fruit and Other in the table below).

General and Administrative Expense

General and administrative expense increased \$426 for the three months ended June 30, 2025, compared to the three months ended June 30, 2024. The increase was primarily due to the acceleration of depreciation on certain administrative assets, higher employee costs (as a result of higher bonus accruals) and higher legal fees related to the Strategic Transformation.

General and administrative expense increased \$807 for the nine months ended June 30, 2025 as compared to the nine months ended June 30, 2024 due to the acceleration of depreciation on certain administrative assets and an increase in legal fees, both related to our Strategic Transformation, partially offset by lower employee costs related to paid time off and bonus accruals.

Other Income (Expense), net

Other income (expense), net for the three months ended June 30, 2025 increased \$841 compared to the three months ended June 30, 2024, driven by the sale of approximately 694 acres of land and a gain of approximately \$1,275 from the sale of equipment and vehicles, as compared to the quarter ended June 30, 2024, when we sold 798 acres of land.

Other income (expense), net for the nine months ended June 30, 2025 decreased \$60,019 compared to the nine months ended June 30, 2024, principally as a result of fewer acres of land being sold during the nine months ended June 30, 2025, as compared to the prior year period, when we sold the Alico Ranch to the State of Florida.

Income Taxes

The increase in the income tax (benefit) of \$6,939 for the three months ended June 30, 2025, as compared to the three months ended June 30, 2024, was driven by an increase in our pre-tax loss in the current year period, primarily due to the accelerated book depreciation of citrus producing assets.

The change in the income taxes to a tax (benefit) from a tax provision for the nine months ended June 30, 2025, as compared to the nine months ended June 30, 2024, of \$46,595 was driven by the decreased earnings due to the accelerated

depreciation of citrus producing assets, while the income tax expense for the nine months ended June 30, 2024 was principally due to the sale of 17,229 acres of the Alico Ranch to the State of Florida during the period.

The following discussion provides an analysis of our operating segments:

Alico Citrus

(in thousands, except per box and per pound solids data)

	Three Months Ended June 30,		Change		Nine Months Ended June 30,		Change	
	2025	2024	Unit	%	2025	2024	Unit	%
Operating Revenues:								
Early and Mid-Season	\$ —	\$ —	\$ —	NM	\$ 15,577	\$ 14,534	\$ 1,043	7.2 %
Valencias	7,795	12,183	(4,388)	(36.0)%	24,088	26,915	(2,827)	(10.5)%
Fresh Fruit and Other	3	108	(105)	(97.2)%	831	801	30	3.7 %
Grove Management Services	7	946	(939)	(99.3)%	888	2,341	(1,453)	(62.1)%
Total	<u>\$ 7,805</u>	<u>\$ 13,237</u>	<u>\$ (5,432)</u>	<u>(41.0)%</u>	<u>\$ 41,384</u>	<u>\$ 44,591</u>	<u>\$ (3,207)</u>	<u>(7.2)%</u>
Boxes Harvested:								
Early and Mid-Season	—	—	—	NM	944	1,194	(250)	(20.9)%
Valencias	420	843	(423)	(50.2)%	1,305	1,855	(550)	(29.6)%
Total Processed	420	843	(423)	(50.2)%	2,249	3,049	(800)	(26.2)%
Fresh Fruit	—	—	—	NM	37	35	2	5.7 %
Total	<u>420</u>	<u>843</u>	<u>(423)</u>	<u>(50.2)%</u>	<u>2,286</u>	<u>3,084</u>	<u>(798)</u>	<u>(25.9)%</u>
Pound Solids Produced:								
Early and Mid-Season	—	—	—	NM	4,224	5,364	(1,140)	(21.3)%
Valencias	2,134	4,294	(2,160)	(50.3)%	6,622	9,365	(2,743)	(29.3)%
Total	<u>2,134</u>	<u>4,294</u>	<u>(2,160)</u>	<u>(50.3)%</u>	<u>10,846</u>	<u>14,729</u>	<u>(3,883)</u>	<u>(26.4)%</u>
Pound Solids per Box:								
Early and Mid-Season	—	—	0.00	NM	4.47	4.49	(0.02)	(0.4)%
Valencias	5.08	5.09	(0.01)	(0.3)%	5.07	5.05	0.02	0.3 %
Price per Pound Solids:								
Early and Mid-Season	\$ —	\$ —	\$ —	NM	\$ 3.69	\$ 2.71	\$ 0.98	36.2 %
Valencias	\$ 3.65	\$ 2.84	\$ 0.81	28.5 %	\$ 3.64	\$ 2.87	\$ 0.77	26.8 %
Price per Box:								
Fresh Fruit	\$ —	\$ 15.51	\$ (15.51)	(100.0)	\$ 15.51	\$ 15.89	\$ (0.38)	(2.4)%
Operating Expenses:								
Cost of Sales	\$ 50,210	\$ 14,038	\$ 36,172	257.7 %	\$ 237,824	\$ 68,857	\$ 168,967	245.4 %
Harvesting and Hauling	2,238	3,296	(1,058)	(32.1)%	10,743	11,843	(1,100)	(9.3)%
Fresh Fruit and Other	(15,971)	(222)	(15,749)	NM	(19,823)	(229)	(19,594)	NM
Grove Management Services	(173)	701	(874)	(124.7)%	278	1,591	(1,313)	(82.5)%
Total	<u>\$ 36,304</u>	<u>\$ 17,813</u>	<u>\$ 18,491</u>	<u>103.8 %</u>	<u>\$ 229,022</u>	<u>\$ 82,062</u>	<u>\$ 146,960</u>	<u>179.1 %</u>

NM = Not meaningful

Components of Results of Operations for Alico Citrus Segment

We sell our Early and Mid-Season and Valencia oranges to orange juice processors. The processors generally buy the citrus crop on a pound solids basis, which is the measure of the soluble solids (sugars and acids) contained in one box of fruit. Our Fresh Fruit revenue is derived from sales to packing houses that purchase the citrus on a per box basis. We also provide citrus grove caretaking and harvest and haul management services to third parties from which revenues are recorded as Grove Management Services, including a management fee. Other revenues consist of the purchase and reselling of fruit.

Operating expenses for our Alico Citrus segment consist primarily of Cost of Sales, Harvesting and Hauling costs and Grove Management Service costs. Cost of Sales represents the cost of maintaining the citrus groves for the preceding calendar year and does not vary in relation to production. Harvesting and Hauling costs represent the costs of bringing citrus product to processors and vary based upon the number of boxes produced. Grove Management Services costs include those costs associated with citrus grove caretaking and harvest and haul management services provided to third parties. Other expenses include the period costs of third-party grove caretaking and the purchase and reselling of third-party fruit.

Comparison of the Three and Nine Months Ended June 30, 2025 and 2024 for the Alico Citrus Segment

The 41.0% and 7.2% decrease in revenue for the three and nine months ended June 30, 2025, respectively, compared to the three and nine months ended June 30, 2024, was primarily due to a 50.3% and 26.4%, respectively, decrease in the total pound solids produced, driven by fruit drop as a result of Hurricane Milton. These decreases were partially offset by a 28.5% increase in the price per pound solids of the Valencia crop for the three months ended June 30, 2025 and a 30.2% increase in the blended price per pound solid of our harvest for the nine months ended June 30, 2025, all of which was driven by more favorable pricing in one of our then-existing contracts with Tropicana.

Revenue for the three and nine months ended June 30, 2025 from the grove owners relating to Grove Management Services decreased 99.3% and 62.1%, respectively, compared to the prior year periods, principally due to the expiration of the Grove Owners contract in December 31, 2024 reducing Grove Management revenues in the three and nine months ending June 30, 2025.

For the three and nine months ended June 30, 2025, we recognized an increase in Cost of Sales of \$36,172 and \$168,967, respectively, compared to the same period in the prior year, which was driven by the acceleration of depreciation on our Citrus trees in the quarter ended June 30, 2025, as a result of the Strategic Transformation and decision to wind down our citrus operations and the impairment of its young trees, which were not yet being depreciated, and the long lived assets at one of our groves, of \$24,966. Partially offsetting the increase in cost of sales were lower inventory adjustments of nil and \$9,895 during the three and nine months ended June 30, 2025, respectively, compared to \$17,703 and \$28,549 during the three and nine months ended June 30, 2024, respectively, and \$15,970 and \$20,010 of crop insurance proceeds received in connection with Hurricane Milton during the three and nine months ended June 30, 2025, respectively, (which was recorded within Fresh Fruit and Other in the table above).

For the three and nine months ended June 30, 2025 Harvesting and Hauling expenses were down 32.1% and 9.3%, respectively, compared to the three and nine months ended June 30, 2024 driven by a 50.2% and 25.9% decrease in boxes

harvested, respectively. The decrease in boxes harvested was principally due to a smaller harvest as a result of the fruit drop caused by Hurricane Milton, partially offset by an increase in cost per box harvested.

The 124.7% and 82.5% decrease, respectively, in operating expenses relating to grove management services for the three and nine months ended June 30, 2025, compared to the same periods ending June 30, 2024, was due to the expiration of the Grove Management Services agreement on December 31, 2024.

Land Management and Other Operations

The table below presents key operating measures for the three and nine months ended June 30, 2025 and 2024 for the Land Management and Other Operations segment:

<i>(in thousands)</i>	Three Months Ended June 30,		Change		Nine Months Ended June 30,		Change	
	2025	2024	\$	%	2025	2024	\$	%
Revenue From:								
Land and Other Leasing	\$ 496	\$ 302	\$ 194	64.2 %	\$ 1,649	\$ 894	\$ 755	84.5 %
Other	89	71	18	25.4 %	231	223	8	3.6 %
Total	<u>\$ 585</u>	<u>\$ 373</u>	<u>\$ 212</u>	56.8 %	<u>\$ 1,880</u>	<u>\$ 1,117</u>	<u>\$ 763</u>	68.3 %
Operating Expenses:								
Land and Other Leasing	\$ 141	\$ 84	\$ 57	67.9 %	\$ 228	\$ 341	\$ (113)	(33.1)%
Other	1	—	1	NM	5	5	—	—
Total	<u>\$ 142</u>	<u>\$ 84</u>	<u>\$ 58</u>	69.0 %	<u>\$ 233</u>	<u>\$ 346</u>	<u>\$ (113)</u>	(32.7)%

NM = Not meaningful

Components of Results of Operations for Land Management and Other Operations Segment

Land and Other Leasing includes lease income from leases for grazing rights, hunting leases, a farm lease, leases to third parties of aggregate mines, leases of oil extraction rights to third parties, and other miscellaneous income.

Land and Other Leasing operating expenses includes real estate, property taxes, general and administrative expenses including salaries, benefits and legal.

Comparison of the Three and Nine Months Ended June 30, 2025 and 2024 for the Land Management and Other Operations Segment

Land Management and Other Operations revenue for the three and nine months ended June 30, 2025 increased 56.8% and 68.3%, respectively, as compared to the same periods in the prior year, principally due to an increase in rock and sand royalty income and sod sales, partially offset by lower farm, grazing and hunting lease revenues due to the sale of the Alico Ranch.

The increase in operating expenses from Land Management and Other Operations for the three months ended June 30, 2025 of 69.0%, as compared to the three months ended June 30, 2024 is primarily due to an increase in Sod sales, while the decrease in operating expenses for the nine months ended June 30, 2025 of 32.7%, as compared to the nine months ended June 30, 2024, was primarily due to lower property and real estate taxes as a result of the sale of the Alico Ranch.

Seasonality

We have historically been primarily engaged in the production of fruit for sale to citrus markets, which is of a seasonal nature, and subject to the influence of natural phenomena and wide price fluctuations. As a result, the second and third quarters of our fiscal year produce most of the Company's annual revenue. However, due to lower production in the current and prior years, more of the citrus crop was harvested in the first and second quarters of the fiscal years. Working capital requirements are typically greater in the first and fourth quarters of the fiscal year, coinciding with harvesting cycles; however, as the harvest cycles have moved, our working capital requirements are now greater in the third and fourth quarters of the fiscal year. Because of the seasonality of the business, results for any quarter are not necessarily indicative

of the results that may be achieved for the full fiscal year. In light of the Strategic Transformation, we have decided not to allocate additional material capital to our citrus operations. In May 2025, we entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025. As a result, we expect these seasonal patterns to diminish in the future.

Liquidity and Capital Resources

A comparative balance sheet summary is presented in the following table:

(in thousands)

	June 30, 2025	September 30, 2024	Change
Cash and cash equivalents	\$ 42,073	\$ 3,150	\$ 38,923
Total current assets	\$ 55,957	\$ 40,627	\$ 15,330
Total current liabilities	\$ 5,969	\$ 10,651	\$ (4,682)
Working capital	\$ 49,988	\$ 29,976	\$ 20,012
Total assets	\$ 210,560	\$ 398,719	\$ (188,159)
Principal amount of term loans and lines of credit (a)	\$ 85,600	\$ 92,551	\$ (6,951)
Current ratio	9.37 to 1	3.81 to 1	
Minimum Liquidity Requirement	\$ 7,400	N/A	NM
NM - Not meaningful			

a - Excludes deferred financing costs

Sources and Uses of Liquidity and Capital

Our business has historically generated full fiscal year positive net cash flows from operating activities, although the net cash flow in the first quarter of each fiscal year has been negative because of seasonality and the associated need to expend cash in advance of generating revenues from the harvesting season. In light of recent hurricanes, costs of maintaining the citrus groves and harvesting and hauling of citrus products continue to increase, and we continue to evaluate the short and long-term use of our land, and in January 2025 we announced a Strategic Transformation in our business focus, to wind down our Alico Citrus division, which holds our citrus production operations, to focus on a long-term diversified land usage and real estate development strategy. In May 2025, we entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025. Sources of cash primarily include cash flows from operations, sales of under-performing land and other assets, amounts available under our credit facilities, and access to capital markets. Access to additional borrowings under our RLOC is subject to the satisfaction of customary borrowing conditions. As a public company, we may have access to other sources of capital. However, access to, and availability of, financing on acceptable terms in the future will be affected by many factors, including (i) financial condition, prospects, and credit rating; (ii) liquidity of the overall capital markets; and (iii) the state of the economy. There can be no assurance that we will continue to have access to the capital markets on acceptable terms, or at all.

The principal uses of cash that affect our liquidity position include the following: operating expenses including employee costs, the cost of maintaining the citrus groves, harvesting and hauling of citrus products, capital expenditures, stock repurchases, dividends, debt service costs including interest and principal payments on term loans and other credit facilities and acquisitions. Our expected principal uses of cash that affect our liquidity position, in light of the Strategic Transformation and the workforce reduction, are expected to include lower employee costs, lower costs of maintaining citrus groves and lower capital expenditures. In addition, on March 25, 2025, our Board approved a stock repurchase program authorizing us to repurchase up to \$50.0 million shares of Common Stock, with the amount and timing of repurchases depending on market conditions and corporate needs.

During the three and nine months ended June 30, 2025, we recorded an additional valuation allowance against our deferred tax assets, which is recorded in the annual effective tax rate. We are required to assess the available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of objective negative evidence evaluated was the cumulative loss expected to be incurred over a three-year period during the year ending September 30, 2025. Such objective evidence limits the ability to consider other subjective evidence, such as our projections for future growth. The amount of the deferred tax asset considered realizable,

however, could be adjusted if estimates of future taxable income during the carryforward period are increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as our projections for growth.

Management believes that a combination of cash-on-hand, cash generated from operations, asset sales and availability under our RLOC will provide sufficient liquidity to service the principal and interest payments on our indebtedness and will satisfy working capital requirements and capital expenditures for at least the next twelve months and over the long term. However, this is subject, to a certain extent, on general economic, financial, competitive, regulatory and other factors that are beyond our control.

Borrowing Facilities and Long-term Debt

We have a \$95,000 RLOC, of which \$92,500 and \$86,606 was available for general use as of June 30, 2025 and September 30, 2024, respectively (see Note 8. Long-Term Debt and Lines of Credit to the accompanying Condensed Consolidated Financial Statements). We may utilize the available cash to pay down indebtedness, conduct share repurchases, and possibly reinstate increased dividends. If we choose to pursue significant growth and other corporate opportunities, these actions could have a material adverse impact on our cash balances and may require us to finance such activities by drawing down on our lines of credit or by obtaining additional debt or equity financing. There can be no assurance that additional financing will be available to us when needed or, if available, that it can be obtained on commercially reasonable terms. Any inability to obtain additional financing could adversely impact our ability to pursue different growth and other corporate opportunities.

The level of debt could have important consequences on our business, including, but not limited to, increasing our vulnerability to general adverse economic and industry conditions, limiting the availability of cash flow to fund future investments, capital expenditures, working capital, business activities and other general corporate requirements, and limiting flexibility in planning for, or reacting to, changes in our business and industry.

On March 31, 2025, we entered into Seventh Amendment with Met to, among other things, remove the Debt Service; Tangible Net Worth; Current Ratio and Debt to Total Assets Ratio covenants in their entirety. These restrictive covenants were replaced with a Quarterly Liquidity Covenant which requires us to maintain cash and cash equivalents in an amount equal to 1.5 multiplied by the cumulative sum of: i) the scheduled principal and interest payments due under the debt owed to Met and Prudential which may be due and payable during the immediately following twelve month period and ii) the projected interest payments due under the Amended RLOC (the "Minimum Liquidity Requirement"). In addition, we must maintain Cash and cash equivalents and Working Capital in excess of the Minimum Liquidity Requirement.

Prior to the Seventh Amendment, the credit facilities were subject to various debt covenants including the following financial covenants: (i) minimum debt service coverage ratio of 1.10 to 1.00; (ii) tangible net worth of at least \$160,000 increased annually by 10% of consolidated net income for the preceding years, or \$175,263 applicable for the year ended September 30, 2025; (iii) minimum current ratio of 1.50 to 1.00; and (iv) debt to total assets ratio not greater than 0.625 to 1.00.

The Amended Credit Agreement continues to include a 55.0% LTV CAP on the value of the term loans and RLOC capacity. At June 30, 2025, we were able to draw the available balance under the RLOC, while remaining under the LTV Cap.

The Pru Loans A & B are subject to an annual financial covenant whereby the consolidated current ratio requirement is 1.00 to 1.00. Silver Nip Citrus was in compliance with the current ratio covenant as of June 30, 2025.

Cash Flows

The components of our cash flows are discussed below.

(in thousands)

	Nine Months Ended June 30,		
	2025	2024	Change
Net cash provided by (used in) operating activities	\$ 22,841	\$ (18,720)	\$ 41,561
Net cash provided by investing activities	24,693	70,088	(45,395)
Net cash used in financing activities	(8,097)	(45,954)	37,857
Net increase in cash and cash equivalents and restricted cash	\$ 39,437	\$ 5,414	\$ 34,023

Net Cash Provided By (Used In) Operating Activities

The \$41,561 change in Net cash provided by (used in) operating activities was driven by lower spending on caretaking as a result of the winding down of our Citrus operations as part of our Strategic Transformation during the nine months ended June 30, 2025, as compared to the nine months ended June 30, 2024.

Net Cash Provided By Investing Activities

The \$45,395 decrease in Net cash provided by investing activities for the nine months ended June 30, 2025, compared to the nine months ended June 30, 2024, was principally the result of fewer land sales in the nine months ended June 30, 2025.

Net Cash Used In Financing Activities

The \$37,857 decrease in Net cash used in financing activities for the nine months ended June 30, 2025, as compared to the nine months ended June 30, 2024, was primarily due to lower debt repayments during the nine months ended June 30, 2025, as compared to the repayment of \$19,094 of Met Life Variable-Rate Term debt and the outstanding balance on the WCLC, with the proceeds from the sale of 17,229 acres of the Alico Ranch in the prior year period.

At June 30, 2025 and September 30, 2024, \$92,500 and \$86,606, respectively, were available under the RLOC.

Contractual Obligations

Our material cash requirements from known contractual and other obligations are described in the accompanying notes to the financial statements within [Part I, Item 1](#) of this Quarterly Report. These include principal and interest payments on long-term debt as described in Note 8. Long-Term Debt and Lines of Credit, operating leases as described in Note 11. Leases and purchase commitments as described in Note 13. Commitments and Contingencies to the Condensed Consolidated Financial Statements included in this Quarterly Report.

Critical Accounting Policies and Estimates

The discussion and analysis of the Company's financial condition and results of operations is based upon its unaudited condensed consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires the Company to make certain estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. We base these estimates on historical experience, available current market information and on various other assumptions that management believes are reasonable under the circumstances. Additionally, the Company evaluates the results of these estimates on an on-going basis. Management's estimates form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

See Note 1. Description of Business and Basis of Presentation to the Condensed Consolidated Financial Statements in [Part I, Item 1](#) of this Quarterly Report for a detailed description of recent accounting pronouncements. There have been no

material changes to the Company’s Critical Accounting Policies and Estimates from those reflected in the Company’s 2024 Annual Report on Form 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

Item 4. Controls and Procedures

Limitations on effectiveness of controls and procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, (the “Exchange Act”) as of June 30, 2025. Based on this evaluation, our principal executive officer and principal financial officer have concluded that, as of June 30, 2025, our disclosure controls and procedures were effective at the reasonable assurance level.

Remediation of Material Weakness

As previously disclosed in our 2024 Annual Report on the Form 10-K we identified a material weakness in our internal controls over financial reporting. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis.

Management, with oversight by our Audit Committee, has implemented additional internal controls related to the completeness and accuracy of our spreadsheet controls used in the preparation of our inventory net realizable value calculation. Management has concluded that these controls have operated effectively for a sufficient period of time to conclude that the material weakness previously identified has been remediated as of June 30, 2025.

Changes in Internal Control over Financial Reporting

Other than as described above under “Remediation of Material Weakness” there have been no other changes in our internal controls over financial reporting that occurred during the quarter ended June 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we have been, and may in the future be involved in, litigation relating to claims arising out of our operations in the normal course of business. There are no current legal proceedings to which we are a party or of which any of our property is subject that we believe will have a material adverse effect on our financial position, results of operations or cash flows. See Note 13. Commitments and Contingencies to the Condensed Consolidated Financial Statements included in this Quarterly Report for further information.

Item 1A. Risk Factors

Our business and results of operations are subject to numerous risks and uncertainties, many of which are beyond our control. The following is a description of key known factors that we believe may materially affect our business, financial condition, results of operations or cash flows. They should be considered carefully, together with the information set forth elsewhere in this Quarterly Report, and with our other filings with the SEC. The realization of any of these risks and uncertainties could have a material adverse effect on our reputation, business, financial condition, results of operations, growth and future prospects, as well as our ability to accomplish our strategic objectives.

Risks Related to our Business

If we are unable to successfully develop and execute our strategic growth initiatives, or if they do not adequately address the challenges or opportunities we face, our business, financial condition and prospects may be adversely affected.

Our success is dependent, in part, on our ability to identify, develop and execute appropriate strategic growth initiatives that will enable us to achieve sustainable growth in the long term. The implementation of our strategic initiatives is subject to both the risks affecting our business generally and the inherent risks associated with implementing new strategies. These strategic initiatives have included, for example, beginning in 2023 a multi-year entitlement process for our 4,500-acre grove near Fort Myers, in Collier County, which has included, but is not limited to, the completion of environmental assessments, the development of conservation strategies, the preparation of market assessments to facilitate planning and beginning to conduct selective stakeholder outreach efforts. In addition, on January 6, 2025, we announced a Strategic Transformation in the Company's business focus, to wind down our Alico Citrus division, which holds our citrus production operations, to focus on our long-term diversified land usage and real estate development strategy (the "Strategic Transformation"). Due to increasing financial challenges from citrus greening disease and environmental factors for many seasons, we have decided to not spend further material capital on our citrus operations and plan to substantially wind down Alico Citrus' primary operations after completion of the current harvest in April 2025, including reducing most of our citrus production workforce. Moreover, in May 2025, we entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025. We expect to maintain our commitment to the Florida agriculture industry through diversified farming operations on nearly all our land holdings following this citrus production transition. We also expect to entitle certain parcels of our land for commercial and residential development.

Successfully executing our diversified land usage and real estate development strategy will depend on many factors, including our ability to:

- secure necessary regulatory approvals and permits for land development projects;
- effectively manage and allocate resources to new business initiatives;
- attract and retain skilled personnel with expertise in diversified land usage and real estate development;
- navigate potential market fluctuations and economic conditions;
- manage our commercial relationships and comply with our obligations under agreements with our commercial counterparties, as well as real estate acquirers and developers; maintain strong relationships with lenders and continue to satisfy covenants and conditions under current loan agreements; and
- address potential environmental and zoning issues, and other challenges inherent in real estate development.

The Strategic Transformation and other strategic initiatives that may relate to the management and utilization of our land may not be successful in generating revenues or improving operating profit and, if they are, it may take longer than anticipated. As a result, and depending on evolving conditions and opportunities, we may need to adjust our strategic initiatives and such changes could be substantial, including modifying or terminating one or more of such initiatives.

Termination of such initiatives may require us to write down or write off the value of our investments in them. Transition and changes in our strategic initiatives may also create uncertainty in our employees, customers and partners that could adversely affect our business and revenues. In addition, we may incur higher than expected or unanticipated costs in implementing our strategic initiatives, attempting to attract revenue opportunities or changing our strategies. There can be no assurance that the implementation of the Strategic Transformation or any other strategic growth initiative will be successful, and we may not realize anticipated benefits at levels we project or at all, which would adversely affect our business, financial condition and prospects.

Our workforce reduction may not result in our intended outcomes and may yield unintended consequences and additional costs.

In connection with the Strategic Transformation, on January 3, 2025, the Board of Directors (the “Board”) approved a reduction in the Company’s current workforce by up to 172 employees, which was effective on or about January 6, 2025 with respect to up to 135 employees, and which will be effective on or about April 1, 2025 with respect to up to 37 employees (the “Workforce Reduction”). The Company has incurred aggregate charges of \$2,574 in connection with the Workforce Reduction, primarily consisting of severance payments, employee benefits and related costs.

The Company may incur additional expenses not currently contemplated due to events associated with the Workforce Reduction and the charges that the Company expects to incur in connection with the Workforce Reduction are estimates and subject to a number of assumptions, and actual results may differ materially. The Workforce Reduction may result in unintended consequences and costs, such as the loss of institutional knowledge and expertise, attrition beyond the intended number of employees, decreased morale among our remaining employees, and the risk that we may not achieve the anticipated benefits of the Workforce Reduction. In addition, while positions have been eliminated, certain functions necessary to our operations remain, and we may be unsuccessful in distributing the duties and obligations of departed employees among our remaining employees. The Workforce Reduction could also make it difficult for us to pursue, or prevent us from pursuing, new opportunities and initiatives due to insufficient personnel, or require us to incur additional and unanticipated costs to hire new personnel to pursue such opportunities or initiatives. The Workforce Reduction could also harm our reputation, making our ability to recruit skilled personnel difficult. If we are unable to realize the anticipated benefits from the Workforce Reduction, or if we experience significant adverse consequences from the Workforce Reduction, our business, financial condition, and results of operations may be materially adversely affected.

Adverse weather conditions, natural disasters and other natural conditions, including the effects of climate change and hurricanes and tropical storms, particularly because our citrus groves are geographically concentrated in Florida, have in the past and could in the future impose significant costs and losses on our business and adversely affect our results of operations, financial position and cash flows.

Fresh produce is vulnerable to adverse weather conditions, including windstorms, floods, drought and temperature extremes, which are quite common and may occur with higher frequency or be less predictable in the future due to the effects of climate change. Unfavorable growing conditions can reduce both crop size and crop quality. In extreme cases, entire harvests may be lost in some geographic areas. Citrus groves are subject to damage from frost and freezes, and this has happened periodically in the past. In some cases, the fruit is damaged or ruined; in the case of extended periods of cold, the trees can also be damaged or killed. These factors have in the past and could in the future increase costs, decrease revenues and lead to additional charges to earnings, which may have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our citrus operations are concentrated in central and south Florida, with our groves located in parcels in DeSoto, Polk, Collier, Hendry, Charlotte, Highlands, and Hardee Counties. Because our groves are located in close proximity to each other, the impact of adverse weather conditions has been and may continue to be material to our results of operations, financial position and cash flows. Florida is particularly susceptible to the occurrence of hurricanes and tropical storms. Depending on where any particular hurricane or tropical storm makes landfall, our properties have in the past and could in the future experience significant, if not catastrophic damage. Hurricanes and tropical storms have the potential to destroy crops and impact citrus production through the loss of fruit and destruction of trees and/or plants either as a result of high winds or through the spread of windblown disease. Such damage could materially affect our citrus operations and could result in a loss of operating revenues from those products for a multi-year period. For instance, recent Hurricane Ian had a material adverse effect on the fruit production from our trees for the 2023 harvest season and, potentially to a lesser extent, the next season and future seasons. Furthermore, recent and future hurricanes and tropical storms may lead to inventory impairment charges. We recognized an inventory impairment charge of \$19,549 in the fourth quarter of the year ended September 30, 2024 related to our 2024-2025 estimated harvest. We seek to minimize hurricane risk by the purchase of insurance contracts, but a significant portion of our crops remain uninsured. In addition to hurricanes and tropical storms, the occurrence of other natural disasters and climate conditions in Florida, such as tornadoes, floods, freezes (such as the freeze in the last week of January 2022), unusually heavy or prolonged rain, droughts and heat waves, could have a

material adverse effect on our operations and our ability to realize income from our crops or properties. Given the significant impact of these conditions, we have evaluated and may continue to evaluate strategic options for the management and utilization of our land. In January 2025, we announced the Strategic Transformation under which we plan to wind down our Alico Citrus division, which holds our citrus production operations, after completion of the current harvest in April 2025. In May 2025, we entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025. We expect that approximately 3,460 citrus acres will be managed by third-party caretakers for another season through 2026. These adverse weather conditions may continue to negatively impact our results of operations and financial position related to our citrus operations during the remaining harvests. Furthermore, adverse weather conditions may also affect our results of operations and financial position as we shift our focus to our long-term land development strategy.

A significant portion of our revenues are historically derived from our citrus business and our Strategic Transformation involves expected significant revenue shift to real estate development and diversified farming operations and any adverse event affecting these areas could disproportionately harm our business.

Our revenues from our citrus business were 96.6% and 95.7%, of our operating revenues in the years ended September 30, 2024 and 2023, respectively. Our citrus division has historically been one of the largest citrus producers in the United States, and because of the significance of the revenues derived from this business, we are vulnerable to adverse events or market conditions affecting our citrus business, in particular, or the citrus business, generally, which could have a significant adverse impact on our overall results of operations, financial condition and cash flows.

In January 2025, we announced the Strategic Transformation in the Company's business focus, to wind down our Alico Citrus division, which holds our citrus production operations, to focus on our long-term diversified land usage and real estate development strategy. In May 2025, we entered into a Mutual Contract Termination Agreement with Tropicana, terminating our agreement with them in its entirety following the fulfillment of all obligations under that agreement concerning the 2024/2025 Crop Year and all outstanding amounts had been settled by June 30, 2025. Consequently, we expect a significant portion of our future revenues to come from land usage and real estate development. However, there is no assurance of success, and adverse events or market conditions affecting these areas could negatively impact our results of operations, financial condition, and cash flows.

Our failure to effectively perform grove management services could materially and adversely affect our business, financial condition, and results of operations.

If we are unable to effectively perform grove management services for both our own groves and the groves owned by third parties at the level and/or the cost that we expect, or if we were to fail to allocate sufficient resources to meet the grove management of our own groves and the groves owned by these third parties, it could adversely affect our performance and reputation. Our ability to perform the grove management services has in the past and will continue to be affected by various factors, including, among other things, our ability to maintain sufficient personnel and retain key personnel, the ability of the independent contractors whom we engage to assist in providing these services to maintain sufficient personnel and retain key personnel, and the number of acres and groves that we will manage. No assurance can be made that we will continue to be successful in attracting and retaining skilled personnel or in integrating any new personnel into our organization or that the independent contractors whom we engage to assist in providing these services will continue to be successful in attracting and retaining skilled personnel or in integrating any new personnel into their respective organizations.

Our business is highly competitive, and we cannot assure you that we will maintain our current market share.

Many companies compete in our different businesses and offer products that are similar to our products or are direct competitors to our products. We face strong competition from these and other companies engaged in the agricultural product business.

Important factors with respect to our competitors include the following:

- Some of our competitors may have greater operating flexibility and, in certain cases, this may permit them to respond better or more quickly to changes in the industry.
- We cannot predict the pricing or promotional actions of our competitors or whether those actions will have a negative effect on us.

- Our competitors may have access to substantially greater financial resources, deeper management and agricultural resources, regional, national or global areas that offer agricultural advantages, and enhanced public visibility or reputations.

There can be no assurance that we will continue to compete effectively with our present and future competitors, and our ability to compete could be materially adversely affected by our debt levels and debt service requirements.

Our agricultural products are subject to supply and demand pricing which is not predictable.

Agricultural operations are subject to supply and demand pricing. Although our processed citrus is subject to minimum pricing, we are unable to predict with certainty the final price we will receive for our products. In some instances, the harvest and growth cycle will dictate when agricultural products must be marketed which may or may not be advantageous in obtaining the best price. Excessive supplies tend to cause severe price competition and lower prices for the commodity affected. Limited supply of certain agricultural commodities due to world and domestic market conditions can cause commodity prices to rise in certain situations.

We are subject to the risk of product contamination and product liability claims.

The sale of agricultural products for human consumption involves the risk of injury to consumers. Such injuries may result from tampering by unauthorized third parties, product contamination or spoilage, including the presence of foreign objects, substances, chemicals, other agents, or residues introduced during the growing, storage, handling or transportation phases. We are subject to governmental inspection and regulations and we cannot be sure that our agricultural products will not cause a health-related illness in the future or that we will not be subject to claims or lawsuits relating to such matters. Even if a product liability claim is unsuccessful or is not fully pursued, the negative publicity surrounding any assertion that our products caused illness or injury could adversely affect our reputation with existing and potential customers and our corporate and brand image. Moreover, claims or liabilities of this sort might not be covered or fully covered by our insurance or by any rights of indemnity or contribution that we may have against others. We cannot be sure that we will not incur claims or liabilities for which we are not insured or that exceed the amount of our product liability insurance coverage.

Our agricultural operations are subject to water use regulations restricting our access to water.

Our operations are dependent upon the availability of adequate surface and underground water. The availability of water is regulated by the state of Florida through water management districts which have jurisdiction over various geographic regions in which our lands are located. Currently, we have permits in place for the next 15 to 20 years for the use of underground and surface water which are believed to be adequate for our agricultural needs.

Surface water in Hendry County, where much of our agricultural land is located, comes from Lake Okeechobee via the Caloosahatchee River and a system of canals used to irrigate such land. The Army Corps of Engineers controls the level of Lake Okeechobee and ultimately determines the availability of surface water, even though the use of water has been permitted by the State of Florida through the water management district. The Army Corps of Engineers decided in 2010 to lower the permissible level of Lake Okeechobee in response to concerns about the ability of the levee surrounding the lake to restrain rising waters which could result from hurricanes. Changes in availability of surface water use may result during times of drought, because of lower lake levels and could materially adversely affect our agricultural operations, financial condition, results of operations and cash flows.

Changes in immigration laws could impact our ability to harvest our crops.

We engage third parties to provide personnel for our harvesting operations. The availability and number of such workers is subject to decrease if there are changes in the U.S. immigration laws. Immigration reform and enforcement has been attracting significant attention from the U.S. Government, with enforcement operations taking place across the country, resulting in arrests and detentions of unauthorized workers. If new immigration legislation is enacted under President Trump's administration and/or if enforcement actions are taken against available personnel including under President Trump's recent executive order, such legislation and/or enforcement activities may contain provisions that could significantly reduce the number and availability of workers. Termination of a significant number of personnel who might be found to be unauthorized workers, or the scarcity of other available personnel to harvest our agricultural products, could cause harvesting costs to increase, or could lead to the loss of product that is not timely harvested, which could have a material adverse effect to our citrus grove business, financial condition, results of operations and cash flows.

Harm to our reputation could have an adverse effect on our business, financial condition and results of operations.

Maintaining a strong reputation with fruit processors and third-party partners is critical to the success of our business. We devote significant time and resources to training programs, relating to, among other things, ethics, compliance and product safety and quality, as well as sustainability goals, and have published ESG goals (i.e., environmental, social and governance), including relating to environmental impact, sustainability and inclusion, as part of our ESG strategy. Despite these efforts, we may not be successful in achieving our goals, may modify or terminate any of these goals, might provide materially inaccurate information, or might receive negative publicity about the Company, including relating to product safety, quality, efficacy, ESG or similar issues, whether real or perceived, and reputational damage could occur. In addition, our products could face withdrawal, recall or other quality issues, which could lead to decreased demand for our products or services and reputational damage. Furthermore, anti-ESG or anti-diversity, equity and inclusion sentiment is gaining momentum across the United States, with several states having enacted or proposed anti-ESG or anti-DEI policies or legislation, and several state and federal governmental authorities filing suit alleging that ESG or DEI measures or initiatives violate law. We could be sued for our ESG or diversity policies and/or programs. If we were sued under any of these claims, our financial condition, reputation or business could be adversely impacted.

Widespread use of social media and networking sites by advocates and opponents has greatly increased the accessibility and speed of dissemination of information. Negative publicity, posts or comments about the Company, whether accurate or inaccurate, or disclosure of non-public sensitive information about the Company, could be widely disseminated through the use of social media or in other formats.

If a transaction intended to qualify as a Section 1031 Exchange is later determined to be taxable, we may face adverse consequences, and if the laws applicable to such transactions are amended or repealed, we may not be able to dispose of properties in the future on a tax deferred basis.

From time to time we dispose of properties in transactions that are intended to qualify as Section 1031 Exchanges under the federal income tax law. It is possible that the qualification of a transaction as a Section 1031 Exchange could be successfully challenged and determined to be currently taxable and we could also be required to pay interest and penalties. As a result, we may be required to borrow funds in order to pay additional income taxes, and the payment of such taxes could cause us to have less cash available. Moreover, it is possible that legislation could be enacted that could modify or repeal the laws with respect to Section 1031 Exchanges, which could make it more difficult, or not possible, for us to dispose of properties in the future on a tax deferred basis.

We may undertake one or more significant corporate transactions that may not achieve their intended results, may adversely affect our financial condition and our results of operations, or result in unforeseeable risks to our business.

We continuously evaluate the disposition of operating businesses and assets and may in the future undertake one or more significant transactions, which could be material to our business and could take any number of forms, including asset sales, mergers, or the sale of equity interests.

These transactions may present significant risks such as potential loss of significant operating revenues and income streams, inadequate return of capital, regulatory or compliance issues, the triggering of certain financial covenants in our debt instruments (including accelerated repayment) and unidentified issues not discovered in due diligence. In addition, such transactions could distract management from current operations and there can be no assurance that any proposed dispositions will be completed on the terms currently contemplated, or at all. The completion of any disposition is subject to various conditions and uncertainties. As a result of the risks inherent in such transactions, we cannot guarantee that any such transaction will ultimately result in the realization of its anticipated benefits or that it will not have a material adverse impact on our business, financial condition, results of operations or cash flows.

We also routinely evaluate the benefits of disposing of certain of our assets, which could include the exit from lines of business. Such dispositions could (i) result in a potential loss of significant operating revenues and income streams that we might not be able to replace, (ii) make our business less diversified, and (iii) ultimately have a negative impact on our results of operations, financial condition and cash flows.

We face significant competition in our agricultural operations.

We face significant competition in our agricultural operations both from domestic and foreign producers and do not have any branded products. Foreign growers generally have an equal or lower cost of production, are subject to less environmental regulation, and, in some instances, have greater resources and market flexibility than us. Because foreign growers have greater flexibility as to when they enter the U.S. market, we cannot always predict the impact these

competitors will have on our business and results of operations. The competition we face from certain foreign suppliers of orange juice is mitigated by a governmentally-imposed tariff on orange imports. Accordingly, a reduction in the government's orange juice tariff could adversely impact our results of operations.

Our earnings are sensitive to fluctuations in market supply and prices and demand for our products.

Excess supplies often cause severe price competition in our industry. Growing conditions in various parts of the world, particularly weather conditions such as windstorms, floods, droughts and freezes, as well as diseases and pests, are primary factors affecting market prices because of their influence on the supply and quality of product.

Fresh produce is highly perishable and generally must be brought to market and sold soon after harvest. Many of the items involved in our business, such as oranges, must be sold more quickly than other produce our competitors may produce, such as lemons. As such, our competitors may be able to maintain certain items they produce in inventory for longer periods than we are able to maintain our inventory, which may offer our competitors strategic advantages when they respond to fluctuations in market supply and demand that are not available to us.

In addition, general public perceptions regarding the quality, safety or health risks associated with particular food products could reduce demand and prices for some of our products. To the extent that consumer preferences evolve away from products that we produce for health or other reasons, and we are unable to modify our products or to develop products that satisfy new consumer preferences, there will be a decreased demand for our products. If excess supplies do exist, this could result in reduced pricing or unusable inventory which could adversely impact our results of operations.

Climate change, or legal, regulatory, or market measures to address climate change, may negatively affect our business and operations.

There is growing concern that carbon dioxide and other greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns, and the frequency and severity of extreme weather and natural disasters. In the event that such climate change has a negative effect on the productivity of our citrus groves, it could have an adverse impact on our business and results of operations. The increasing concern over climate change also has resulted in and may result in more regional, federal, and global legal and regulatory requirements to reduce or mitigate the effects of greenhouse gases or climate change, including the SEC climate change disclosure rules. In light of such regulation and legal requirements, we may experience significant increases in our compliance costs, costs of operations, including, but not limited to, increased energy, environmental, and other costs and capital expenditures, as well as could lead to increased litigation risks related to disclosures made pursuant to this regulation and/or legal requirements, any of which could materially and adversely affect our financial performance. In particular, increasing regulation of fuel emissions could substantially increase the distribution and supply chain costs associated with our products. As a result, climate change could negatively affect our financial condition and results of operations.

ESG issues, including those related to climate change, our workforce and sustainability, may have an adverse effect on our business, financial condition, results of operations, and cash flows and damage our reputation.

Companies across all industries are facing increasing, evolving, and diverging scrutiny relating to their ESG policies, initiatives and disclosures from governments, regulators, investors, consumers, employees and other stakeholders. Increased and varied focus and activism related to ESG may hinder our access to capital, as investors may reconsider their capital investment as a result of their assessment of our ESG practices, or due to our focus on ESG practices at all. In particular, certain customers, investors and other stakeholders are increasingly focusing on environmental issues, including climate change, water use, deforestation, microplastics, plastic waste, and other sustainability concerns. However, increasingly, different stakeholder groups have divergent views on ESG matters, which increases the risk that any action or lack thereof with respect to ESG matters will be perceived negatively by at least some stakeholders and adversely impact our reputation and business. There have also been changing consumer preferences for natural or organic products and ingredients and increased consumer concerns or perceptions (whether accurate or inaccurate) regarding the effects of substances present in certain consumer products. Responding to and complying with these preferences, concerns and demands could cause us to incur additional costs or to make changes to our operations that could negatively affect our business, financial condition and results of operations.

In addition, the increased emphasis by some stakeholders on ESG matters has resulted in, and may continue to result in, the adoption of laws, regulations, and executive orders, which may include reporting requirements, which may not always be uniform across jurisdictions, and which could lead to increased compliance costs, as well as increased scrutiny regarding our ESG activities and disclosures, which may lead to increased litigation risks. Moreover, while we may create and publish voluntary disclosures regarding ESG matters from time to time, many of the statements in those voluntary

disclosures are based on hypothetical expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected risks or events, including the costs associated therewith. Such expectations and assumptions are necessarily uncertain and may be prone to error or subject to misinterpretation given the long timelines involved and the lack of an established single approach to identifying, measuring and reporting on many ESG matters. Such disclosures may also be at least partially reliant on third-party information that we have not independently verified or cannot currently be independently verified. If we do not adapt to or comply with new regulations or fail to meet our ESG goals, or meet the evolving investor, industry or stakeholder expectations and standards, or if we are perceived to have not responded appropriately to the evolving concern for, or perception of ESG issues, fruit processors and consumers may choose to stop purchasing our products or purchase products from another company or a competitor, and our reputation, business, financial condition, results of operations and cash flows may be adversely affected.

Increases in commodity or raw product costs, such as fuel and chemical costs, could adversely affect our operating results.

Many factors may affect the cost and supply of citrus, including external conditions, commodity market fluctuations, changes in governmental laws and regulations, tariffs, agricultural programs, severe and prolonged weather conditions and natural disasters. Increased costs for products, as we have experienced in this last year, can negatively impact our operating results and there can be no assurance that they will not adversely affect our operating results in the future.

We are subject to transportation risks.

We depend on third party providers of transportation and have no control over such third parties. An extended interruption in our ability to harvest and haul our products could have a material adverse effect on our business, financial condition and results of operations. Similarly, any extended disruption in the distribution of our products could have a material adverse effect on our business, financial condition and results of operations. If we were to experience an interruption due to strike, natural disasters or otherwise, we cannot be sure that our insurance would adequately cover all claims and that any efforts to transport our products by alternative means would be successful and done in a timely and cost-effective manner.

We benefit from reduced real estate taxes due to the agricultural classification of a majority of our land. Changes in the classification or valuation methods employed by county property appraisers could cause significant changes in our real estate property tax liabilities.

For the years ended September 30, 2024 and 2023, we paid \$2,659 and \$2,786, in real estate taxes, respectively. These taxes were based upon the agricultural use (“Green Belt”) values determined by the county property appraisers in which counties we own land, of \$81,628 and \$90,481 for the years ended September 30, 2024 and 2023, respectively, which differs significantly from the fair values determined by the county property appraisers of \$352,379 and \$419,915, respectively. Changes in state law or county policy regarding the granting of agricultural classification or calculation of “Green Belt” values or average millage rates could significantly and adversely impact our results of operations, cash flows and/or financial position.

Liability for the use of fertilizers, pesticides, herbicides and other potentially hazardous substances could increase our costs.

Our agricultural business involves the use of herbicides, fertilizers and pesticides, some of which may be considered hazardous or toxic substances. We may be deemed liable and have to pay for the costs or damages associated with the improper application, accidental release or the use or misuse of such substances. Our insurance may not be adequate to cover such costs or damages, or may not continue to be available at a price or under terms that are satisfactory to us. In such cases, if we are required to pay significant costs or damages, it could materially adversely affect our business, results of operations, financial condition and cash flows.

Compliance with applicable environmental laws may substantially increase our costs of doing business, which could reduce our profits.

We are subject to various laws and regulations relating to the operation of our properties, which are administered by numerous federal, state and local governmental agencies. We face a potential for environmental liability by virtue of our ownership of real property. If hazardous substances (including herbicides and pesticides used by us or by any persons leasing our lands) are discovered emanating from any of our lands and the release of such substances presents a threat of harm to the public health or the environment, we may be held strictly liable for the cost of remediation of these hazardous substances. In addition, environmental laws that apply to a given site can vary greatly according to the site’s location, its present and former uses, and other factors such as the presence of wetlands or endangered species on the site. Management

monitors environmental legislation and requirements and works to remain in compliance with such regulations. Furthermore, we require lessees of our properties to comply with environmental regulations as a condition of leasing. We also purchase insurance for environmental liabilities when it is available; however, these insurance policies may not be adequate to cover such costs or damages or may not continue to be available at prices and terms that would be satisfactory. It is possible that in some cases the cost of compliance with these environmental laws could exceed the value of a particular tract of land, make it unsuitable for use in what would otherwise be its highest and best use, and/or be significant enough that it would materially adversely affect us.

Our business may be adversely affected if we lose key employees.

We depend to a large extent on the services of certain key management personnel. These individuals have extensive experience and expertise in the business lines and segments in which they work. The loss of any of these individuals, or any significant changes in their duties, could have a material adverse effect on our businesses. We do not maintain key-man life insurance with respect to any of our employees. Our success will be dependent on our ability to continue to attract, employ and retain skilled personnel in our business lines and segments.

Material weaknesses and other control deficiencies relating to our internal control over financial reporting could result in errors in our reported results and could have a material adverse effect on our operations, investor confidence in our business and the trading price of our securities.

Our internal control over financial reporting may not prevent or detect misstatements because of its inherent limitations, including the possibility of human error, the circumvention or overriding of controls or fraud. Even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our Consolidated Financial Statements will not be prevented or detected on a timely basis. We cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to prevent or avoid potential future material weaknesses. A material weakness in our internal control over financial reporting could result in an increased probability of fraud, the potential loss of customers, litigation from our stockholders, reduction in our ability to obtain financing, and require additional expenditures to remediate.

Management's assessment of our internal control over financial reporting as of September 30, 2024 concluded that our internal control over financial reporting was not effective and that a material weakness existed related to controls around the completeness and accuracy of its spreadsheet controls used in the preparation of our inventory net realizable value calculations. Our management determined that this material weakness was remediated as of June 30, 2025. If we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business and operating results could be harmed, and we could fail to meet our financial reporting obligations, which in turn could affect the market price of our securities. In addition, perceptions of us among customers, lenders, investors, securities analysts and others could also be adversely affected. Any weaknesses or deficiencies identified in the future could also hurt confidence in our business and the accuracy and completeness of our financial statements, and adversely affect our ability to do business with these groups.

In future periods, if we fail to maintain the adequacy of our internal controls, including any failure to implement required new or improved controls, or if we experience difficulties in their implementation, our business and operating results could be harmed, and we could fail to meet our financial reporting obligations, which in turn could affect the market price of our securities. In addition, perceptions of us among customers, lenders, investors, securities analysts and others could also be adversely affected. Any weaknesses or deficiencies identified in the future could also hurt confidence in our business and the accuracy and completeness of our financial statements, and adversely affect our ability to do business with these groups. We can give no assurances that our controls and procedures will be adequate to prevent or identify irregularities or ensure the fair and accurate presentation of our financial statements included in our periodic reports filed with the SEC.

In addition, any future material weaknesses, restatements, investigations, and legal or administrative proceedings that could result therefrom, may divert our management's time and attention and cause us to incur substantial costs. Such investigations can also lead to fines or injunctions or orders with respect to future activities, and may result in us being subject to criminal and civil penalties and other remedial measures, which could have an adverse impact on our business, results of operations, financial condition and liquidity.

Inflation can have a significant adverse effect on our operations.

Inflation can have a major adverse impact on our citrus operations and there have been significant ongoing inflationary developments in the United States. It is uncertain as to whether these ongoing inflationary pressures will continue, will increase or will be brought under control. Our remaining citrus operations are most affected by escalating costs and unpredictable revenues and high irrigation water costs. High fixed water costs related to our citrus lands will continue to adversely affect earnings. Prices received for many of our products are dependent upon prevailing market conditions and commodity prices. Therefore, in addition to making it difficult to accurately predict revenue, we are unable to pass on cost increases caused by general inflation, except to the extent reflected in market conditions and commodity prices. As a result, if market conditions and commodity prices do not enable us to pass along such cost increases, these recent and future inflationary pressures would likely negatively affect our results of operations, cash flows and/or financial position.

Macroeconomic conditions, such as rising inflation, the deadly conflicts in Ukraine and Israel, and pandemics or health crises could adversely affect our business, financial condition, results of operations and cash flows.

During the year ended September 30, 2024, we continued to experience inflationary pressure on labor costs, which we expect to continue through 2025. A number of external factors, including the deadly conflicts in Ukraine and Israel, as well as responses to such events including sanctions or other restrictive actions, by the United States and/or other countries, changes in trade policies and the imposition of tariffs, pandemics or health crises, adverse weather conditions, increases in fuel prices, supply chain disruptions (including raw material shortages) and labor shortages have impacted, and may continue to impact, transportation and commodity costs and create significant macroeconomic uncertainty. When prices increase, we may or may not pass on such increases to our customers without suffering reduced volume, revenue, margins and operating results. The extent to which current macroeconomic conditions will continue to impact our results will depend on future developments, which are uncertain. Potential negative impacts of these uncertain conditions could include, but are not limited to, the following:

- Reduction in customer demand for citrus products and decreased consumer spending levels, which could materially and adversely affect our results of operations;
- Potential disruption of services and deliveries of equipment and supplies on which we rely to produce and deliver our harvested citrus to producers and fulfilling deliveries to production plants, any of which could materially and adversely affect our business or reputation;
- We may be unable to obtain financing in the current economic environment on terms that are favorable or acceptable to us, or at all, which could impair our cash flows and restrict our ability to execute on our strategic initiatives and react to changes in our business or the environment;
- There could be increased volatility in our stock price, which could result in the loss of some or all of the value of an investment in the Company; and
- Our ability to maintain our workforce during these uncertain times, which could materially and adversely affect our results of operations.

We incur increased costs as a result of being a publicly traded company.

As a company with publicly traded securities, we have incurred, and will continue to incur, significant legal, accounting and other expenses. In addition, the Sarbanes-Oxley Act of 2002 and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as well as rules promulgated by the SEC and Nasdaq, require us to adopt corporate governance practices applicable to U.S. public companies. These laws, rules and regulations may continue to increase our legal and financial compliance costs, which could adversely affect the trading price of our common stock.

System security risks, data protection breaches, cybersecurity incidents and systems integration issues could disrupt our internal operations or services provided to customers, and any such disruption could reduce our expected revenues, increase our expenses, damage our reputation and adversely affect our stock price.

Our business faces various security threats, including cybersecurity risks that threaten the confidentiality, integrity and availability of our IT systems and information (including personal, confidential and other types of sensitive information); threats to the security of our facilities and infrastructure or third-party facilities and infrastructure; and threats from terrorist acts, civil unrest and similar acts.

Cybersecurity attacks and risks in particular are becoming more varied, and include threats from diverse vectors such as social engineering/phishing, malware (including ransomware), malfeasance by insiders, human or technological error, as a

result of viruses, malicious software or malicious code (including embedded in open-source software), misconfigurations, bugs or other vulnerabilities that are integrated into our (or our third party's) IT systems. The threat landscape is constantly evolving as threat actors become increasingly sophisticated in using techniques and tools - including artificial intelligence and other emerging technologies - for malicious purposes. In addition, sophisticated hardware and operating system software and applications that we develop internally or procure from third parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the system.

Our implementation of various procedures and controls to monitor and mitigate security threats and to increase security for our information, facilities and infrastructure may result in increased capital and operating costs, and our efforts to address these problems may not be successful and could result in interruptions, delays, cessation of service and loss of existing or potential customers that may impede our sales, distribution or other critical functions. We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us or certain of our third-party service providers, but we cannot guarantee that material incidents will not occur in the future.

However, security risks, system integration issues and any adverse impact on the availability, integrity or confidentiality of our IT systems or sensitive information, including any attempts to gain unauthorized access to information and systems and other security incidents or breaches, could lead to losses of critical infrastructure or capabilities essential to our operations, disruption of our internal operations or services provided to customers, or the unauthorized release or corruption of information. They could also damage our reputation, lead to legal claims or proceedings, regulatory investigations and enforcement actions, significant costs from remedial actions, loss of business or potential liability, each of which could have a material adverse effect on our financial position, results of operations and cash flows.

We are dependent on our information systems and computer-based programs and those of third parties, including our agricultural operations information, electronic data processing, and accounting data. Portions of our information technology infrastructure also may experience interruptions, delays or cessations of service or produce errors in connection with systems integration or migration work that takes place from time to time. We may not be successful in implementing new systems and transitioning data. If any of such systems or programs were to experience service interruptions, fail or create erroneous information in our hardware or software network infrastructure, possible consequences include our loss of communication links, inability to track sales and interruption of other operational or financial processes, which in turn could adversely affect our financial results, stock price and reputation.

We cannot guarantee that any costs and liabilities incurred in relation to an interruption, delay or other incident will be covered by our existing insurance policies or that applicable insurance will be available to us in the future on economically reasonable terms or at all.

Our business is subject to complex and evolving laws and regulations regarding privacy and data protection.

In connection with running our business, we handle information that relates to individuals and/or constitutes "personal data," "personal information," "personally identifiable information," or similar terms under applicable data privacy laws, including from and about business contacts, employees and website visitors. We are therefore subject to various federal, state, and foreign laws, regulations and other requirements relating to the privacy, security and handling of personal information. For example, certain state laws and regulations impose transparency obligations, provide individuals with rights in relation to their personal information, and impose certain restrictions on our disclosure of their personal information, with penalties for violations and, in some cases, private rights of action.

The compliance requirements of such laws and regulations are constantly evolving, creating complexity and potential confusion due to unclear or conflicting interpretations. Further, legislative activity and regulatory focus on data privacy and security, including in relation to cybersecurity incidents, have significantly increased in the United States and globally. Some such requirements restrict our ability to process personal information across our business and across country borders.

New laws or changes to existing regulations, including under President Trump's administration, may require us to incur significant costs and change our operations, potentially hindering our ability to grow our business by leveraging our data assets. In addition, any failure or perceived failure to comply with privacy and security laws and regulations could result in legal claims or proceedings (including class actions), regulatory investigations or enforcement actions, and significant costs for defense or liabilities, along with negative publicity and an erosion of trust. Such event could materially harm our business, results of operations, and financial condition.

Risks Related to Our Indebtedness

We maintain a significant amount of indebtedness, which could adversely affect our financial condition, results of operations or cash flows, and may limit our operational and financing flexibility and negatively impact our business.

As of June 30, 2025, we had \$85,600 in principal amount of indebtedness outstanding under our secured credit facilities (excluding deferred financing costs), and an additional availability of \$92,500 is available under our revolving line of credit. Our loan agreements, as well as other debt instruments we may enter into in the future, may have negative consequences to us and could limit our business because we will use a substantial portion of our cash flows from operations to pay debt service costs, which will reduce the funds available to us for corporate and general expenses and it may make us more vulnerable to economic downturns and adverse developments in our business. Our loan agreements require us to comply with various restrictive covenants, including financial covenants that require us to comply with specified financial ratios and tests, and covenants that may restrict certain changes to our business model. Our failure to meet these covenants could result in default under these loan agreements and would result in a cross-default under other loan agreements. In addition, some of our loan agreements are secured by specific parcels of our land holdings, which are appraised from time to time. Our adherence to these land covenants relies on the most recent land valuations, and we cannot ensure that these valuations will remain constant over time. In the event of a default and our inability to obtain a waiver of the default, all amounts outstanding under loan agreements could be declared immediately due and payable. Our loan agreements also contain various covenants that limit our ability to engage in specified types of transactions. In the short-term, we expect that we will depend primarily upon our citrus operations to provide funds to pay our corporate and general expenses and to pay any amounts that may become due under any credit facilities and any other indebtedness we may incur. In the long-term, as a result of the Strategic Transformation, we expect that we will depend primarily upon our land management, diversified farming operations, and real estate development activities to pay such amounts. We have used proceeds from land sales to repay variable rate debt in the past and expect to use future proceeds from land sales to repay variable rate debt. Land available for sale in the future to raise additional funds includes productive land, the disposition of which may negatively affect our agribusiness revenue stream. In addition, there are factors beyond our control that could negatively affect our agribusiness revenue stream. Our ability to make these payments depends on our future performance, which will be affected by various financial, business, macroeconomic and other factors, many of which we cannot control.

We may be unable to generate sufficient cash flow to service our debt obligations.

To service our debt, we require a significant amount of cash. Our ability to generate cash, make scheduled payments or refinance our obligations depends on our successful financial and operating performance. Our financial and operating performance, cash flow and capital resources depend upon prevailing economic conditions and various financial, business, and other factors, many of which are beyond our control. These factors include, among others:

- Economic and competitive conditions;
- Changes in laws and regulations;
- Operating difficulties, increased operating costs or pricing pressures we may experience; and
- Delays in implementing any strategic projects, including potential delays in implementing the Strategic Transformation.

If our cash flow and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell material assets or operations, obtain additional capital or restructure our debt. In evaluating these options, we may need to consider strategic shifts to enhance our financial stability and cash flow. If we are required to take any actions referred to above, it could have a material adverse effect on our business, financial condition and results of operations. In addition, we cannot assure investors that we would be able to take any of these actions on terms acceptable to us, or at all, or that these actions would enable us to continue to satisfy our capital requirements, or that these actions would be permitted under the terms of our various debt agreements.

Some of our debt is based on variable rates of interest, which could result in higher interest expenses in the event of an increase in the interest rates.

Our credit facility currently bears interest at variable rates, which will generally change as interest rates change. Currently, we are experiencing, and are expecting to continue to experience, changes in interest on our variable rate RLOC. We bear the risk that the rates we are charged by our lenders will increase faster than the earnings and cash flow of our business, which could reduce profitability, adversely affect our ability to service our debt, cause us to breach covenants contained in our credit facility, any of which could materially adversely affect our business, financial condition, results of operations and cash flows.

Risks Related to our Common Stock

The market price of our common stock may be volatile or decline, and you may not be able to resell your shares at or above the price you initially paid for our common stock.

The trading price of our common stock could be volatile, and you could lose all or part of your investment. The following factors, in addition to other factors described in this “Risk Factors” section and included elsewhere in this document may have a significant impact on the market price of our common stock:

- the occurrence of severe weather conditions and other catastrophes;
- our operating and financial performance, quarterly or annual earnings relative to similar companies;
- publication of research reports or news stories about us, our competitors or our industry, or positive or negative recommendations or withdrawal of research coverage by securities analysts;
- the public’s reaction to our press releases, our other public announcements and our filings with the SEC;
- announcements by us or our competitors of acquisitions, business plans or commercial relationships;
- any major change in our board of directors or senior management;
- additional sales of our common stock by us, our directors, executive officers, or principal stockholders;
- adverse market reaction to any indebtedness we may incur or securities we may issue in the future;
- short sales, hedging and other derivative transactions in our common stock;
- exposure to capital market risks related to changes in interest rates, realized investment losses, credit spreads, equity prices, foreign exchange rates and performance of insurance-linked investments;
- our creditworthiness, financial condition, performance, and prospects;
- our dividend policy and whether dividends on our common stock have been, and are likely to be, declared and paid from time to time;
- any repurchases by us of any of our outstanding shares of common stock under our share repurchase plan;
- perceptions of the investment opportunity associated with our common stock relative to other investment alternatives;
- regulatory or legal developments; including under President Trump’s administration;
- changes in general market, economic, and political conditions;
- terrorism and/or instability, unrest and wars, such as the conflicts involving Ukraine and Russia or Israel and its surrounding regions, and other international conflicts;
- conditions or trends in our industry, geographies or customers;
- changes in accounting standards, policies, guidance, interpretations or principles; and
- threatened or actual litigation or government investigations.

We may not be able to continue to pay or maintain our cash dividends on our common stock and the failure to do so may negatively affect our share price.

We have historically paid regular quarterly dividends to the holders of our common stock. Our ability to pay cash dividends depends on, among other things, our cash flows from operations, our cash requirements, our financial condition, the degree to which we are or become leveraged, contractual restrictions binding on us, provisions of applicable law and other factors that our Board of Directors may deem relevant. There can be no assurance that we will generate sufficient cash from continuing operations in the future or have sufficient cash surplus or net profits to pay dividends on our common stock. Our dividend policy is based upon our directors’ current assessment of our business and the environment in which we operate, and that assessment could change based on business developments (which could, for example, increase our need for capital expenditures) or new growth opportunities. Our Board of Directors may, at its discretion, decrease the level of cash dividends, or entirely discontinue the payment of cash dividends. The reduction or elimination of cash dividends may negatively affect the market price of our common stock.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

There were no sales of unregistered equity securities during the period covered by this Quarterly Report.

There were no issuer repurchases of the Company’s equity securities during the period covered by this Quarterly Report.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosure

Not Applicable.

Item 5. Other Information

- a) None.
- b) None.
- c) During the three months ended June 30, 2025, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits

Exhibit Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Filed/Furnished Herewith
3.1	Restated Certificate of Incorporation, dated February 17, 1972	10-K	00-000261	3.1	12/11/2017	
3.2	Certificate of Amendment to Certificate of Incorporation, dated January 7, 1974	S-8	333-130575	4.2	12/21/2005	
3.3	Amendment to Articles of Incorporation, dated January 14, 1987	S-8	333-130575	4.3	12/21/2005	
3.4	Amendment to Articles of Incorporation, dated December 27, 1988	S-8	333-130575	4.4	12/21/2005	
3.5	Second Amended By-Laws of Alico, Inc., amended and restated	8-K	000-00261	3.6	1/15/2021	
10.1	Purchase and Sale Agreement, by and between Alico, Inc., 734 LMC Groves, LLC, and Hartford Farms LLC, dated April 22, 2025 (terminated on May 1, 2025)					*
10.2	Letter Agreement by and between Alico, Inc. and Mitch Hutchcraft, dated July 18, 2025					*
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 Rule 13a-14(a) certification					*
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 Rule 13a-14(a) certification					*
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350					**
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350					**
101.INS	Inline XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).					*

* Filed herewith.

- ** Furnished herewith.
- + Certain portions of this exhibit (indicated by asterisks) have been redacted in compliance with Regulation S-K Item 601(b)(10)(iv).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ALICO, INC. (Registrant)

August 12, 2025

By: /s/ John E. Kiernan
John E. Kiernan
President and Chief Executive Officer
(Principal Executive Officer)

August 12, 2025

By: /s/ Bradley Heine
Bradley Heine
Chief Financial Officer
(Principal Financial and Accounting Officer)

[*] CERTAIN INFORMATION IN THIS DOCUMENT HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(B)(10) BECAUSE IT IS BOTH NOT MATERIAL AND THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.**

PURCHASE AND SALE AGREEMENT
(Joshua Grove - 20,414.39 acres (+/-), DeSoto County, FL)

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into by and between ALICO, INC., a Florida corporation (“**Seller 1**”), and 734 LMC GROVES, LLC, a Florida limited liability company (“**Seller 2**”; Seller 1 and Seller 2 are hereinafter collectively referred to as the “**Sellers**” and individually, a “**Seller**”) and HARFORD FARMS LLC, a Florida limited liability company (the “**Buyer**”). The Seller and the Buyer shall sometimes hereinafter be referred to herein collectively as the “**Parties**.”

WITNESSETH:

1. Agreement to Sell and Purchase. For and in consideration of the Initial Deposit (defined below), in hand paid by Buyer to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Sellers and Buyer, Sellers hereby agree to sell and convey to Buyer, and Buyer hereby agrees to purchase and receive from Sellers, subject to and in accordance with all of the terms and conditions of this Agreement:

(a) All those certain lots, tracts or parcels of real estate located in the County of DeSoto, State of Florida, [***], together with (1) all rights, ways and easements appurtenant thereto, (2) all of the right, title and interest of Sellers in all oil, gas and other mineral rights related to such real estate, if any, and (3) all citrus trees currently growing on the Land (herein, the Seller 1 Land and the Seller 2 Land are collectively called the “**Land**”);

(b) All buildings, structures and other improvements of any and every nature located on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures, irrigation, drainage or other improvements (herein collectively called the “**Improvements**”);

(c) All of the right, title and interest of Sellers, if any, in and to all permits, authorizations, consents and approvals from governmental authorities with respect to (i) any water usage and/or drainage permits applicable to the Land (collectively, the “**Permits**”), and (ii) all transferable consents, authorizations, variances or waivers, development rights, concurrency reservations, impact fee credits, licenses, and approvals with respect to the Land or Improvements (collectively, the “**Development Rights**”); and

(d) All wells, pumps, engines, and tanks located upon the Land and utilized in the operations of the existing irrigation and drainage system for the Land (collectively, the “**Irrigation and Drainage Equipment**”).

All of the assets described in subsections 1(a) through 1(d) above are herein sometimes collectively called the “**Property**” provided, however, subject to the provisions of Section 19 below, “Property” shall *not* include the Existing Citrus Crop (hereinafter defined) or the personal property owned by Sellers and described on **Exhibit B** attached hereto, which property is hereby expressly excluded from the Property (the “**Excluded Property**”).

2. Purchase Price; Financial Contingency Period.

(a) **Purchase Price.** The purchase price for the Property (herein called the “**Purchase Price**”), shall be equal to One Hundred Eighty-Three Million, Seven Hundred Twenty-Nine Thousand, Five Hundred and Ten and No/100 Dollars (\$183,729,510.00).

[***]. The Purchase Price, less any credits and reductions herein described, shall be paid by Buyer to Sellers on the Closing Date (as defined below) in immediately available federal funds to an account designated by Seller.

(b) **Financial Contingency Period.** Buyer shall have a period of [***] from and after the expiration of the Effective Date (the “**Financial Contingency Period**”) to obtain financing approval to fund a portion of the Purchase Price on terms and conditions reasonably acceptable to Buyer (“**Financing Approval**”). Buyer shall endeavor in good faith using commercially reasonable and diligent efforts to obtain Financing Approval within the Financial Contingency Period. Buyer shall keep Seller informed of its efforts to obtain Financing Approval and notify Seller in writing immediately upon obtaining Financing Approval. In the event Buyer is unable to obtain Financing Approval within the Financial Contingency Period, then either Buyer or Seller shall have the right to terminate this Agreement by delivering written notification to the party within [***] after the expiration of the Financial Contingency Period, in which event the Initial Deposit (as defined below) shall be returned to Buyer and the parties shall have no further liabilities or obligations under this Agreement, except for those liabilities and obligations that survive termination of this Agreement. In the event Buyer fails to notify Sellers in writing within [***] after the Financial Contingency Period indicating whether Buyer has obtained Financing Approval, it shall automatically be deemed that Buyer has elected to proceed with Closing on the Closing Date without having obtained Financing Approval within the Financial Contingency Period, in which event the parties shall proceed with Closing on the Closing Date, subject to the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, and for the avoidance of doubt, Buyer acknowledges and agrees following the expiration of the Financing Contingency period that Buyer’s obligation to close on the Property pursuant to this Agreement is not conditioned upon Buyer obtaining financing to fund any portion of the Purchase Price and in no event after such time period shall Buyer have the right to terminate the Agreement and receive a return of the Deposit due to its inability to obtain financing .

3. **Earnest Money Deposit.**

(a) Within [***] of the Effective Date (as defined below), Buyer shall deposit the sum of [***] as an earnest money deposit (the “**Initial Deposit**”) with Trenam Law, 200 Central Avenue, Suite 1600, St. Petersburg, FL 33701, Attn: Timothy M. Hughes, Esq. (the “**Escrow Agent**”), which Initial Deposit is to be held by Escrow Agent until released to Seller or Buyer as provided herein or paid to Seller at close of escrow.

(b) Unless this Agreement is terminated within the Financial Contingency Period or the Inspection Period (hereinafter defined) as permitted under Section 2(b) above or Section 5(c) below,

within [***] after the expiration of the Inspection Period, Buyer shall deliver to Escrow Agent the sum of [***] as an additional earnest money deposit (the “**Additional Deposit**”), which deposit is to be held by Escrow Agent until released to Seller or Buyer as provided herein or paid to Seller at close of escrow. The Initial Deposit and the Additional Deposit shall hereinafter be referred to herein collectively as the “**Deposit**.”

(c) Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Deposit in accordance with this Agreement’s terms and conditions, which the Parties and the Escrow Agent shall execute and deliver as of the Effective Date

(d) On the Closing Date, the Deposit will be applied as part payment of the Purchase Price.

4. **Closing.** Subject to the satisfaction or waiver of the conditions precedent described herein, the closing of the purchase and sale of the Property pursuant to this Agreement (the “**Closing**”) shall occur on or before [***], unless extended by mutual agreement in writing by each of the Parties (the “**Closing Date**”). Closing shall take place at, by and through the offices of the Title Company (hereinafter defined) or through Seller’s counsel, as agent for the Title Company, and may be conducted as a “mail away” closing pursuant to escrow instruction letters.

5. **Access and Inspection; Delivery of Documents and Information by Seller; Examination by Buyer.**

(a) Subject to the terms and conditions set forth below in this Section 5(a), between the date the Initial Deposit is delivered to Escrow Agent and the Closing Date, Buyer and Buyer’s agents and designees shall have the right to enter the Property for the purposes of inspecting the Property, conducting tests, and making surveys, environmental assessments, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that (i) all such tests, investigations and studies on the Property shall be conducted during normal business hours and shall not unreasonably damage the Property or unreasonably interfere with the use, occupancy or operation of the Property and (ii) Seller or Seller’s agent may accompany Buyer at all times during any site inspection or testing; and provided further, that Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims for injury to person or damage to property, to the extent resulting from the activities of Buyer or Buyer’s agents, consultants, employees, contractors or designees on the Property, and Buyer shall maintain adequate insurance to cover its indemnification obligations hereunder. Specifically, prior to any entry on the Property by Buyer or its agents, Buyer shall obtain and maintain, at Buyer’s sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents, consultants and contractors to obtain and maintain and deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of [***] combined single limit for personal injury and property damage per occurrence and [***] aggregate, such policy to name Seller as an additional insured party by endorsement, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or its agents, consultants, employees or contractors in connection with such inspections and tests. Before the entry onto the Property by Buyer or any of its agents, Buyer must furnish Seller with a copy of the insurance policy and a certificate of insurance, evidencing the above coverage, which certificate must provide that such insurance shall not be cancelled or changed until at least [***] is given to Seller. Neither Buyer nor Buyer’s agents shall contact or communicate with any tenant or occupant of the Property without Seller’s prior written consent, and without the opportunity of Seller to be present. Notwithstanding anything to the contrary set forth in this Agreement, however, Buyer will not make or cause to be made any borings in the Property without Seller’s prior written consent, which consent may be granted, conditioned, or withheld by Seller in its reasonable discretion, and which may require submission to Seller of a proposed work plan in a form reasonably acceptable to Seller and its engineering consultants prior to the initiation of

any such testing. Buyer agrees that the information obtained pursuant to its due diligence investigations and studies or inspections shall be kept in confidence and shall not be revealed to outside Parties other than to Buyer's agents, representatives, lenders, investors, principals, affiliates, or as otherwise required by law, which obligation shall survive termination of this Agreement. Buyer further agrees to: (1) promptly pay or cause to be removed any liens filed against any of the Property as a result of any actions taken above by or on behalf of Buyer; (2) promptly repair and restore the Property and all improvements thereon to its condition existing immediately prior to the conduct of Buyer's entry thereon; and (3) assume all risks involved in entering upon the Property. The terms and provisions of this Section 5(a) shall survive the Closing and any earlier termination of this Agreement.

(b) Sellers shall make or may have previously made available to Buyer at the Property or through email or a website virtual room, copies of, or electronic access to title insurance policies, surveys, permits, water tests and other documentation pertaining to the Property, to the extent they exist and are within Sellers' possession or control (collectively, the "**Property Documents**"). Buyer acknowledges that the Property Documents, if any, are provided to Buyer for informational purposes only and are without representation or warranty of any kind whatsoever, either express or implied and is without recourse to Seller with respect to the accuracy of any information or statements contained therein. Buyer further acknowledges that Buyer has been advised not to rely upon such documents without making an independent investigation or inquiry as to the accuracy of the information or statements contained in the information provided by Seller. Buyer hereby releases Seller from any and all claims Buyer might otherwise have based upon the Property Documents, and all other information and documentation obtained by or for Seller and delivered to Buyer, except for claims arising from or related to fraud committed by Seller or a willful and intentional misrepresentation made by Seller. The terms and provisions of this Section 5(b) shall survive the Closing and any earlier termination of this Agreement.

(c) Subject to the terms and conditions set forth in Section 5(a) above, Buyer shall have until the date which is [***] after the Effective Date (the "**Inspection Period**") in which to examine and investigate the Property, to obtain environmental reports and information regarding the Property and to obtain and examine the Survey (hereinafter defined). In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before the expiration of the Inspection Period (as may have been previously extended), in which event a portion of the Initial Deposit equal to [***] shall be delivered to Sellers as consideration for Sellers' execution of and entry into this Agreement, the balance of the Initial Deposit shall be refunded to Buyer immediately upon request, and thereafter all rights and obligations of the Parties under this Agreement shall expire, except for those provisions that expressly survive termination of this Agreement. Seller acknowledges that Buyer will expend time, money and other resources in connection with the examination and investigation of the Property hereinabove described, and that, notwithstanding the fact that Buyer may terminate this Agreement pursuant to this Section, such time, money and other resources expended, together with the payment of the portion of the Initial Deposit hereinabove described to be paid to Seller in the event of a termination of this Agreement, constitute good, valuable, sufficient and adequate consideration for Seller's execution of and entry into this Agreement.

6. Prorations and Adjustments to Purchase Price.

(a) The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if otherwise set forth in this Agreement. In the event there is a dispute regarding the prorations, the disputed amount shall be held in escrow subject to further joint instructions from Seller and Buyer, but any such dispute shall not prevent the sale from closing or the release of the undisputed balance of funds in escrow as otherwise provided in this Agreement.

(i) All city, state and county ad valorem and non-ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (herein called the “**Taxes**”), for the year in which Closing occurs shall be prorated as of the Closing Date on a calendar year basis. In the event that Seller has paid only a portion of the Taxes billed for the year in which Closing occurs due to the pendency of a protest of such Taxes, then, in connection with Closing, Seller shall deposit with Escrow Agent an amount equal to Seller’s pro rata share of the resulting underpayment. Any such deposit with Escrow Agent shall be held in escrow by Escrow Agent pending final resolution of such protest, pursuant to escrow instructions reasonably acceptable in form and substance to Buyer, Seller, Escrow Agent and their respective counsel. Seller shall pay all Taxes assessed for any period prior to the year in which the Closing Date occurs. In the event that, after the Closing Date, any additional Taxes are levied, imposed or assessed against the Property for periods prior to the Closing Date, Buyer shall give Seller written notice of such Taxes, and Seller shall be responsible for payment of such additional Taxes in full within the time fixed for payment thereof and before the same become delinquent. Without limiting the obligations of Seller pursuant to the immediately preceding sentence, Seller shall, and does hereby, indemnify, defend and hold harmless Buyer from and against any such additional Taxes (including all interest and penalties assessed or imposed in connection therewith) relating to periods prior to the Closing Date. In the event that, after the Closing Date, any additional Taxes are levied, imposed or assessed against the Property for periods after the Closing Date, Buyer shall be responsible for payment of such Taxes in full within the time fixed for payment thereof and before the same become delinquent. Without limiting the obligations of Buyer pursuant to the immediately preceding sentence, Buyer shall, and does hereby, indemnify, defend and hold harmless Seller from and against any such Taxes (including all interest and penalties assessed or imposed in connection therewith) relating to periods after the Closing Date.

(ii) All utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required by any utility provider shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer; provided, however, that at either party’s election any one or more of such utility accounts shall be closed as of the Closing Date, in which event Seller shall be liable and responsible for all charges for service through the Closing Date and shall be entitled to all deposits theretofore made by Seller with respect to such utility, and Buyer shall be responsible for reopening and reinstituting such service in Buyer’s name, and shall be responsible for any fees, charges and deposits required in connection with such new account.

(iii) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated cannot be determined at the time of Closing, such proration shall be made on the basis of the best available information, and the Parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In making the prorations required by this Section, the Closing Date shall be allocated to Buyer. Notwithstanding anything to the contrary stated herein, if the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of Taxes shall be upon the basis of the prior year’s full tax assessment. Subsequent to the Closing, the Parties agree that if the actual taxes are different from the estimated taxes, either Party may, within [***] of the issuance of a final tax bill, have the right to request in writing, a re-proration of the taxes and an appropriate adjustment based thereon. Upon such re-proration, the appropriate Party shall refund to the other Party any overpayment or credit within [***] from the date thereof. The provisions of this Section shall survive Closing.

7. **Title.**

(a) Sellers covenant to convey to Buyer at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, “**good and marketable fee simple title**” shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined; and (ii) insurable by the Title Company (defined below), at then current standard rates under the 2021 standard form of ALTA owner’s policy of title insurance, with the standard or printed exceptions therein deleted and without exception other than the Permitted Exceptions. For the purposes of this Agreement, the term “**Permitted Exceptions**” shall mean: (A) current city, state and county ad valorem and non-ad valorem taxes and assessments not yet due and payable; (B) easements for the installation or maintenance of public utilities serving only the Property; (C) oil, gas and mineral rights not owned directly or indirectly by Seller which do not permit access and/or exploration; (D) all applicable laws, including zoning, building ordinances and land use regulations; (E) all matters that may be revealed by a current and accurate survey of the Land which are not the subject of a title objection, and (F) those matters described in Section 7(c) below.

(b) On or before [***], Seller shall, at its own expense, obtain from Fidelity National Title Insurance Company (the “**Title Company**”) and deliver to Buyer, a commitment for an owner’s title insurance policy (the “**Commitment**”), in the amount of the Purchase Price, agreeing to issue to Buyer, upon the recording of each Deed (hereinafter defined) and satisfaction of all other title requirements, a 2021 standard form ALTA owner’s policy of title insurance (the “**Policy**”), insuring Buyer’s title to the Property subject to the exceptions provided therein. Sellers’ delivery of the Title Commitment to Seller shall include copies of all exception documents referenced in Schedule B-II of the Commitment. Should Buyer or the Buyer’s attorneys determine that, based on the Title Commitment, title to the Property is unsatisfactory to the Buyer for reasons other than the existence of exceptions which are required to be discharged by the Seller at or before Closing as provided herein, then Buyer shall notify Seller within [***] after the Effective Date (the “**Title Review Period**”) of those liens, encumbrances, exceptions, or qualifications to title which either are unsatisfactory to Buyer or are not contemplated by this Agreement to be discharged by Seller at or before the Closing, and any such liens, encumbrances, exceptions, or qualifications shall be hereinafter referred to as “**Title Defects.**” Within [***] after receipt of such written notice from Buyer, Seller shall respond in writing, informing Buyer whether Seller has elected, in its sole discretion, to attempt to cure such Title Defects. If Seller decides not to cure the Title Defects, then Buyer may elect to either (i) terminate this Agreement and receive a return of the Initial Deposit by giving written notice of termination to Seller within [***] after receipt of Seller’s written election not to cure the Title Defects, and the Initial Deposit shall be refunded to Buyer immediately upon request, and thereafter all rights and obligations of the Parties under this Agreement shall expire, except for those provisions that expressly survive termination of this Agreement, or (ii) close the Buyer’s purchase of the Property, accepting the conveyance of the Property subject to the Title Defects (without any adjustment of the Purchase Price, unless otherwise mutually agreed to in writing by the Parties) in which event, the Closing shall take place on the date specified in this Agreement. If Buyer does not provide written notice of its election to Seller within the foregoing [***] time period, it shall automatically be deemed that Buyer has elected option (ii) above. If Seller decides to attempt to cure the Title Defects, Seller shall use commercially reasonable efforts to effectuate such a cure by the Closing Date. If Seller is unable to cure the Title Defects on or before the Closing Date, then Buyer may either terminate this Agreement and receive a refund of the Deposit or alternatively, Buyer may elect to close the Buyer’s purchase of the Property, accepting the conveyance of the Property subject to the Title Defects, which shall be deemed Permitted Exceptions hereunder. Any title defect to which Buyer does not timely object shall be deemed a Permitted Exception hereunder. Notwithstanding the foregoing, Seller shall be obligated to remove at Closing any mortgage or monetary liens affecting the Property and created or caused by Seller utilizing the Seller’s proceeds from Closing, and Buyer shall not be required to object to such liens.

(c) Any easement, right-of-way, encumbrance, matter of record or other matter (other than a lien securing indebtedness) which is reflected as a non-standard exception (which is an exception related to a specific instrument recorded in the applicable public registry) in the final Title Commitment and which is not the subject of a title objection (or which is the subject of a title objection, but is cured or waived as described above) shall become a "Permitted Exception."

No later than [***] before the Closing Date, Sellers shall obtain and deliver to Buyer an update to the Title Commitment. Any matters disclosed that were not exceptions in the Title Commitment shall automatically be deemed Title Defects which Sellers shall use commercially reasonable efforts to attempt to cure, unless such matters were placed of record as a result of the acts or inaction of Buyer or any of its consultants, agents, contractors, employees and assigns (or any party claiming by through, or under any of the same), or otherwise with Buyer's joinder and consent. Seller shall use commercially reasonable efforts to attempt to cure any such new Title Defects within [***] of Seller's receipt of Buyer's written notice to Seller of same and the Closing Date shall be extended to the date that is [***] following such [***] cure period. If Seller is unable to cure such new Title Defect within such [***] cure period, then Buyer may either terminate this Agreement and receive a refund of the Deposit, or alternatively, Buyer may elect to close its purchase of the Property, accepting the conveyance of the Property subject to the new Title Defects, without adjustment of the Purchase Price, unless otherwise mutually agreed to in writing by the Parties.

8. Survey.

(a) Buyer may, within the Title Review Period, cause an ALTA/NSPS land title survey of the Land (the "**Survey**") to be prepared by a professional surveyor registered, licensed and insured in the State of Florida (the "**Surveyor**"). The Survey shall depict the Land by metes and bounds description, which description shall be consistent with and accurately describe the area of land depicted in the aerial photograph of the Land attached hereto as **Exhibit A**.

The Survey shall be certified by the Surveyor to Buyer, Sellers, Sellers' counsel, as agent for the Title Company, and the Title Company and shall otherwise be in a form satisfactory to the Title Company, Seller and Buyer. Upon completion of the Survey, Buyer shall furnish Sellers with two (2) signed and sealed original prints thereof. Subject to the forgoing provisions, the Survey shall be used as the basis for the preparation of a legal description to be included in each Deed to be delivered by Sellers to Buyer at Closing. Buyer shall notify Seller in writing no later than [***] after the Effective Date specifying any matters shown on the Survey which adversely affect the title to the Property and the same shall be deemed to be Title Defects which shall be dealt with within the same time, manner, and subject to the limitations provided in Section 7 of this Agreement. Any survey matter/defect to which Buyer does not timely object shall be deemed a Permitted Exception hereunder. In addition, in the event Buyer does not obtain the Survey in accordance with the provisions of this Section 8, Buyer acknowledges and agrees that, notwithstanding anything in this Agreement to the contrary, the standard survey exception set forth in the Title Commitment will not be deleted therefrom and it will constitute a Permitted Exception in the Policy.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Sellers shall deliver to Escrow Agent the following documents and instruments, duly executed by or on behalf each applicable Seller (collectively, the "**Sellers' Closing Documents**"):

(i) a Special Warranty Deed from each Seller conveying their respective portions of the Land and Improvements owned by them, subject only to the Permitted Exceptions (each, a "**Deed**");

(ii) a Certificate and Affidavit of Non-Foreign Status, in a form reasonably satisfactory to Buyer, Buyer's counsel and Seller;

(iii) an affidavit in standard form without exception for possible lien claims of mechanics, laborers and materialmen, taxes and assessments (other than for the year of closing) or for Parties in possession, as applicable, and to allow the Title Company to insure the gap;

(iv) a general assignment transferring and assigning the Permits and Development Rights, if any, each in their AS-IS, WHERE-IS condition, and without any representations or warranties of any kind (the "**General Assignment**"), which general assignment shall provide that Buyer shall be responsible for notifying the South Florida Water Management District (the "**WMD**") of the conveyance of the Property to Buyer within [***] after Closing and for filing and processing with the WMD any and all applications required by the WMD in order to effectuate the transfer of the applicable Permits, and that Buyer will indemnify and hold harmless Seller from and against any and all loss, damage, fines, liability, costs and expenses (including, but not limited to, attorneys' fees) and other sums that Seller may pay or may become obligated to pay on account of any demand, claim, liability or action in law or equity, relating to, arising from any actions or omissions of Buyer, its agents or employees, resulting from Buyer's failure to timely process any water use permit transfer and the use of such permit by Buyer after the Closing Date;

(v) a bill of sale transferring and assigning all of Sellers' rights, title and interests in and to the Irrigation and Drainage Equipment, each in their AS-IS, WHERE-IS condition, and without any representations or warranties of any kind (the "**Bill of Sale**"), except with respect to warranty of title and that such property is free from any encumbrances except for tangible personal property taxes for the year of Closing and subsequent years;

(vi) a settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Buyer and Seller pursuant to this Agreement (the "**Settlement Statement**");

(vii) a certificate evidencing the reaffirmation of the truth and accuracy of Seller's representations, warranties and agreements contained in Section 11 of this Agreement as of the Closing Date; and

(viii) such documentation as may reasonably be requested by the Title Company to establish that this Agreement, the transactions contemplated herein, and the execution and delivery of the documents required hereunder, are duly authorized, executed and delivered.

(b) Buyer shall deliver to Escrow Agent the following documents and instruments, duly executed by or on behalf of Buyer:

(i) such documentation as may reasonably be requested by the Title Company to establish that this Agreement, the transactions contemplated herein, and the execution and delivery of the documents required hereunder, are duly authorized, executed and delivered;

(ii) the General Assignment;

(iii) the Bill of Sale;

(iv) the Settlement Statement; and

(v) a certificate evidencing the reaffirmation of the truth and accuracy of Buyer's representations, warranties and agreements contained in Section 12 of this Agreement as of the Closing Date.

(c) Buyer shall pay to Seller the remainder of the Purchase Price in accordance with Section 2 above, after crediting the Deposit and making the adjustments and prorations provided for in this Agreement.

10. Costs of Closing. Seller shall pay for the entire amount of the Florida documentary stamps or transfer tax on each Deed, the cost of the Title Commitment and the Title Policy (excluding any endorsements thereto requested by Buyer), including title examination fees related thereto and any updates to the Title Commitment, the costs relating to any title clearance matters that Seller has elected to cure, and Seller's attorneys' fees. Buyer shall pay for the cost of the Survey, all other costs and expenses incurred by Buyer in the performance of Buyer's due diligence inspection of the Property, all filing and recording fees payable in connection with the recordation of each Deed and other transfer documents, the costs of any endorsements to the Title Policy requested by Buyer, the cost of any loan policy of title insurance and endorsements thereto with respect to any loan obtained by Buyer, and Buyer's attorneys' fees.

11. Warranties and Representations of Seller: Seller's Knowledge: As-Is Sale.

(a) **Warranties and Representations of Seller.** Each Seller represents and warrants to Buyer that:

(i) Each Seller is a duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business and is in good standing in the state where the Land is located.

(ii) Each Seller has the lawful right, power, authority and capacity to sell their respective portions of the Property in accordance with the terms, provisions and conditions of this Agreement.

(iii) There are no actions, suits or proceedings pending or to each of Seller's knowledge threatened against, by or affecting any Seller or the Property or which question the validity or enforceability of this Agreement or of any action taken or to be taken by Sellers under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iv) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Sellers on the Closing Date, and the performance by Sellers of Sellers' duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are consistent with and not in violation of any contract, agreement or other instrument to which each applicable Seller is a party, or under any judicial order or judgment of any nature by which each applicable Seller or the Property is bound; and this Agreement and the covenants and agreements of Sellers under this Agreement are the valid and binding obligations of each Seller, enforceable in accordance with their terms.

(v) By the time of Closing, all necessary corporate action will have been taken by each Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by each Seller of the documents and instruments to be executed and delivered by each Seller on the Closing Date, and the performance by each Seller of Sellers' duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement.

(vi) Subject to the provisions of Section 20 below, each Seller has, and on the Closing Date each Seller will convey to Buyer, good, marketable and indefeasible fee simple title to the

respective portions of the Property owned by them, free and clear of all conditions, exceptions, or reservations, except the Permitted Exceptions (as defined below).

(vii) Seller will deliver on the Closing Date the Irrigation and Drainage Equipment free and clear of any liens or encumbrances, except for tangible personal property taxes for the year of Closing and subsequent years.

(viii) To each of Seller's knowledge, there are no violations of law, municipal or county ordinances, or other legal requirements or regulations with respect to the Property or any portion thereof.

(ix) Notwithstanding anything herein to the contrary, Sellers expressly affirm and Buyer acknowledges that the Land has been used historically for agricultural purposes, and may be subject to environmental issues related to such agricultural uses, including without limitation, the use of agricultural chemicals and other Hazardous Substances (as defined herein below) commonly used in and for the purpose of agricultural operations. Subject to the foregoing disclosures and except as may be disclosed in the Property Documents, Sellers have not received any written notice of any claim, demand, action or proceeding of any kind relating to any past or present Release of any Hazardous Substances in, on or under the Land.

As used in this Agreement, "**Hazardous Substance**" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 USC §9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Section 376.301(10), Florida Statutes, as same may be amended from time to time.

(b) Seller's Knowledge: Survival of Representations and Warranties.

Any representation made to Seller's "knowledge" will not be deemed to imply any duty of inquiry or investigation. For purposes of this Agreement, the term "**Seller's knowledge**" means the current, actual knowledge of Daniel K. Sutton, Vice President of Citrus for Alico, Inc., who Sellers represent is the person on behalf of each Seller with the most knowledge concerning Sellers' use of the Property, but without any independent investigation or inquiry whatsoever and such knowledge will not be construed to refer to the knowledge of any other officer, director, agent, employee or representative of Seller, or any affiliate of Sellers, or to impose upon such party any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such party any individual personal liability. Daniel K. Sutton shall not be deemed to be a party to this Agreement nor to have made any representations or warranties hereunder, and no recourse shall be had to such individual for any of Sellers' representations and warranties hereunder (and Buyer hereby waives any liability of or recourse against such individuals).

The representations and warranties made in this Agreement by Seller shall be continuing and shall be deemed remade in all material respects by Seller as of the Closing Date, with the same force and effect as if made on, and as of, such date. All representations and warranties made in this Agreement by Seller shall survive the Closing for a period of one (1) year.

(c) AS-IS SALE: DISCLAIMER OF WARRANTIES. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN ANY OF SELLERS' CLOSING DOCUMENTS, SELLERS ARE TRANSFERRING THE PURCHASED PROPERTY IN "AS IS, WHERE IS CONDITION AND WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED,

AS TO THEIR CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLERS. BUYER AGREES THAT IT WILL PERFORM SUCH EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY AND THE FINANCIAL AND PHYSICAL CONDITION THEREOF AS NEEDED AND NECESSARY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY OF SELLERS' CLOSING DOCUMENTS, SELLERS SPECIFICALLY DISCLAIM, AND BUYER IS NOT RELYING ON ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLERS, OR ANY AGENT, AFFILIATE, REPRESENTATIVE, EMPLOYEE OR PRINCIPAL OF SELLERS WITH RESPECT TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT, ON, UPON OR UNDER THE PROPERTY). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION.

BUYER REPRESENTS TO SELLERS THAT BUYER WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) PROVIDED BY OR ON BEHALF OF SELLERS, SELLERS' AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING, OR PURPORTING TO REPRESENT SELLERS, WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLERS AND SELLERS' AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECT OR OTHER PHYSICAL CONDITION WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF FLORIDA OR ANY FEDERAL OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY.

BUYER'S RELEASE OF SELLERS AS SET FORTH IN THIS SECTION 11(c) SHALL NOT PERTAIN TO ANY CLAIM OR CAUSE OF ACTION BY ANY BUYER AGAINST SELLERS FOR A BREACH BY A SELLER OF A (1) REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN SECTION 11(a) OF THIS AGREEMENT, OR (2) WARRANTY EXPRESSLY SET FORTH IN ANY DOCUMENTS DELIVERED PURSUANT TO THE TERMS HEREOF BY SELLERS TO BUYER AT CLOSING, INCLUDING THE WARRANTY OF TITLE INCLUDED IN A DEED.

The provisions of this Section 11(c) shall survive the Closing. Buyer and Sellers acknowledge and agree that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Sellers would not have agreed to sell the Property to Buyer for the Purchase Price and Buyer would not have agreed to enter into the transaction contemplated by this Agreement without such disclaimers and other agreements set forth above.

12. Representations and Warranties of Buyer.

(a) Buyer represents and warrants to and with Seller that:

(i) Organization, Authorization and Consents. Buyer is duly organized and validly existing under the laws of the state of its organization or incorporation. Buyer has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement and to perform and observe the terms and provisions hereof.

(ii) Action of Buyer, Etc. Buyer has taken, or by the time of Closing will have taken, all necessary action to authorize the execution, delivery and performance of this Agreement, and upon the execution and delivery of any document to be delivered by Buyer on or prior to the Closing, this Agreement and such document shall constitute the valid and binding obligation and agreement of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.

(iii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Buyer, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Buyer is bound.

(iv) Litigation. No investigation, action or proceeding is pending or, to Buyer's knowledge, threatened, which questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(v) Bankruptcy. Buyer is not insolvent and is not in the hands of a receiver nor is an application for the appointment of a receiver pending; Buyer has not made an assignment for the benefit of creditors, nor has Buyer filed, or had filed against it, any petition in bankruptcy.

(vi) Financial Resources. Buyer has, or prior to Closing will have, the financial resources to consummate the transaction contemplated by this Agreement and to pay the Purchase Price at the Closing.

(vii) USA Patriot Act. None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act"). In addition, Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

The representations and warranties made in this Agreement by Buyer shall be continuing and shall be deemed remade in all respects by Buyer as of the Closing Date, with the same force and effect as

if made on, and as of, such date. All representations and warranties made in this Agreement by Buyer shall survive the Closing.

13. **Possession at Closing.** Seller shall surrender possession of the Property to Buyer at the time of Closing.

14. **Remedies.**

(a) **Buyer Default.** If (i) any representation or warranty of Buyer set forth in this Agreement shall prove to be untrue or incorrect in any respect, (ii) Buyer shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement (the matters described in the foregoing clauses (i), (ii), and (iii) are herein sometimes collectively called "**Buyer Defaults**"), Seller shall be entitled to terminate this Agreement and, upon such termination, the Deposit shall be delivered to Seller by the Escrow Agent as full liquidated damages for such default. Seller and Buyer acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, that such liquidated damages represent the Seller's and Buyer's best estimate of such damages, and that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. Seller and Buyer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Agreement. Notwithstanding anything to the contrary stated herein, nothing in this Section 14(a) is intended to nor shall limit the remedies available to Seller at law or in equity relating to a default of any repair, indemnification, hold harmless and defend obligations of Buyer set forth in Section 5(a) of this Agreement or any other obligation of Buyer which is expressly provided to survive Closing or termination of this Agreement. The provisions of this Section 14(a) shall survive the Closing or the earlier termination of this Agreement.

(b) **Seller Default.** If (i) any representation or warranty of Seller set forth in this Agreement shall prove to be untrue or incorrect in any respect, or (ii) Seller shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement (the matters described in the foregoing clauses (i), (ii) and (iii) are herein sometimes collectively called "**Seller Defaults**"), Buyer may either (1) terminate this Agreement and receive the return of the Deposit from Escrow Agent, or (2) sue Seller for specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Buyer in accordance with this Agreement; provided, however, that Buyer must file suit for specific performance within [***] after the scheduled date of Closing, failing which Buyer shall automatically be deemed to have waived the right to seek specific performance and shall only be entitled to the remedy described in item (1) of above, and provided further, however, that should the remedy of specific performance not be available due to an intentional act or omission of Seller, Buyer may bring an action for its actual (but not consequential or punitive) damages in addition to the remedies described in clause (1) of above. The remedies provided in this Section 14(b) are Buyer's exclusive remedies for Seller's Defaults and Buyer waives and releases all other remedies available at law or in equity including claims for damages allegedly resulting from the Seller Defaults.

15. **Risk of Loss and Insurance.** Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller.

16. **Condemnation.** In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing and the Deposit shall be refunded to Buyer immediately upon request, and thereafter all rights and obligations of the Parties under this Agreement shall expire, except for those provisions that expressly survive termination of this Agreement. If Buyer does not so terminate this Agreement, at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds to be paid or to become payable after Closing by reason of any taking.

17. **Brokerage.** Seller and Buyer hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker, or finder regarding this Agreement or with respect to the sale and purchase of the Property contemplated hereby. Seller and Buyer hereby agree to indemnify and hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited, to attorneys' fees and costs of litigation both before and on appeal, that either party shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by the other party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and Purchase of the Property contemplated hereby. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to indemnify and hold the other harmless shall survive the Closing and any termination of this Agreement.

18. **Further Assurances.** In addition to the foregoing, the Parties hereto, at the time and from time to time at or after Closing, upon the reasonable request of Buyer or of Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further reasonable deeds, assignments, transfers, conveyances, authorizations, filings, consents, and assurances, as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming unto Buyer all of the applicable Seller's right, title and interest in and to the Property, to be conveyed hereunder; and to the more effective consummation of the other transactions referred to in this Agreement.

19. **Existing Citrus Crop.** Buyer acknowledges that Seller has the right, but not the obligation, to harvest any citrus fruit crop growing or that is to be grown on the citrus trees located on the Land during the term of this Agreement, if any (the "**Citrus Crop**"). Subject to the provisions of this Section 19, the Citrus Crop shall belong to Seller during the term of this Agreement. Seller, not Buyer, shall receive and solely benefit from all proceeds from the harvest and sale of such Citrus Crop prior to Closing. Any Citrus Crop remaining on the citrus trees growing on the Land that is not harvested by Seller prior to Closing shall become the property of Buyer and, notwithstanding anything to the contrary contained herein, shall be included within the definition of Property.

20. **Sellers' Acquisition of Additional Lands.**

(a) *******

(b) ***

(c) ***

(d) ***

21. General Provisions.

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be (i) delivered by hand, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized commercial courier for next business day delivery, in each such case described in (i), (ii) and (iii) to the addresses set forth below for the respective signers hereof or to such other addresses as are specified by written notice given in accordance herewith, or (iv) sent by electronic mail (email) to the electronic mail (email) address for each party set forth below or to such other electronic mail (email) address as is specified by written notice given in accordance herewith. Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the [***] day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt, and (iii) sent by email transmission shall be deemed effectively given or received on the day of transmission of such notice and electronic confirmation of such transmission is received by the transmitting party (such as "Delivery Receipt" generated by Microsoft Outlook). Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel. Any notice sent as required hereby and refused by recipient shall be deemed delivered as of the date of such refusal. Notices shall be addressed as follows:

If to Seller 1: [***]

If to Seller 2: [***]

With a copy to: [***]

If to Buyer: [***]

With a copy to: [***]

If to Escrow Agent: [***]

[***]

(b) **Electronic Mail as Writing.** The Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic mail (email) transmission shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

(c) **Assignment: Parties.** Buyer may not assign this Agreement without Sellers’ prior written consent, which consent may be withheld or granted in Sellers’ reasonable discretion, provided, however, that Buyer may assign this Agreement in full to an entity owned and controlled by Buyer and legally formed by Buyer for the purpose of taking title to the entire Property without Sellers’ prior written consent, provided that (i) written notice of such assignment shall be given by Buyer to Sellers not less than [***] prior to the Closing Date, (ii) no such assignment shall relieve Buyer of any obligations, covenants, duties, representations, warranties or liabilities hereunder, and (iii) Buyer provides Sellers, simultaneous with its written notice of such assignment, a copy of a written assignment agreement signed by Buyer and the assignee pursuant to which the assignee agrees to accept all the burdens and benefits of this Agreement and agrees to be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereof. Any attempt by Buyer to assign this Agreement not otherwise in compliance with the foregoing provisions of this Section 21(c) shall be deemed invalid, null and void and Sellers shall have no legal obligation to recognize same. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Sellers and their respective heirs, successors and permitted assigns. If Buyer consists of more than one person or entity, then: (1) each reference to Buyer herein shall be deemed to refer to each person or entity constituting Buyer, both individually and in the aggregate, and (2) each person or entity constituting Buyer shall be jointly and severally liable for all liabilities and obligations of each Buyer hereunder.

(d) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(e) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach by any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) **Dates and Times.** If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "**Effective Date**" shall be deemed to refer to the later of the date of Buyer's or Sellers' execution of this Agreement, as indicated below their executions hereon. Any action required to be taken by a specified date may be taken at or before 11:59 p.m., daylight or standard time (as applicable) in the time zone where the Land is located.

(k) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of Florida.

(l) **Entire Agreement: Modification.** This Agreement supersedes all prior discussions and agreements among Sellers and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Sellers and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by Sellers and Buyer.

(m) **Counterparts: Electronic Signature.** This Agreement and any agreement or document described herein may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Handwritten signatures to this Agreement or any agreement or document described herein transmitted by email or other similar electronic transmission (for example, through the use of a Portable Document Format or "PDF" file), shall be valid and effective to bind the party so signing. The parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology.

(n) **Attorneys' Fees.** In the event of any litigation between Buyer and Sellers arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation in original and appellate jurisdiction (including reasonable attorneys' fees, paralegal fees, expenses, and disbursements) incurred by the prevailing party. It is the express intent of the Parties that recovery hereunder is not limited by the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions. This provision is separate and several and shall survive Closing or the earlier termination of this Agreement.

(o) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(p) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(q) **No Construction against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(r) **1031 Exchange.** Sellers and Buyer shall each have the right, by written notice to the other party, to assign its legal interests in this Agreement to a qualified tax-deferred exchange intermediary for the purpose of effecting a tax-deferred, like-kind exchange or to otherwise effect an exchange of real property in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Each party shall reasonably cooperate with the other in this regard; provided, however, that the non-exchanging party shall not be required to incur any additional costs, liabilities or delays in connection with this assignment, and the exchanging party shall not be released from any of its obligations or liabilities under this Agreement as a result thereof.

(s) **Confidentiality.** Between the Effective Date and the Closing (or, if Closing should not occur for any reason, for a period of three (3) years after the Effective Date), Buyer: (a) will hold and will use reasonable efforts to cause its respective officers, directors, trustees, beneficiaries, employees, attorneys, accountants, representatives, agents, consultants and advisors to hold, in strict confidence, the terms and conditions of this Agreement and the nature of the transactions contemplated by this Agreement (the "**Confidential Matters**"); and (b) will not, without the prior written consent of the other party, or except as required by law, release or disclose any Confidential Matters to any other person, except to each Parties' respective employees, attorneys, accountants, representatives, agents, consultants and advisors who need to know about the Confidential Matters in connection with the consummation of the transactions contemplated by this Agreement, who are informed by the applicable party of the confidential nature of the Confidential Matters, and who agree to be bound by the terms and conditions of this Section. Confidential Matters shall not include any information which can be shown to be or have become (i) generally available to the public other than as a result of a disclosure by Sellers or its officers, directors, employees, attorneys, accountants, or (ii) available to Buyer on a non-confidential basis from a source other than Sellers or its respective agents if such source is entitled to disclose such information. The provisions of this subsection (s) shall survive the Closing or any termination of this Agreement.

(t) **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This Agreement is not contingent upon Buyer's approval of any testing relating to radon.

(u) **Exculpation.** Buyer agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, member, manager, partner, principal, parent, subsidiary or other affiliate of Sellers, or any officer, director, employee, trustee, shareholder, partner or principal of any such parent, subsidiary or other affiliate (collectively, "**Sellers' Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Buyer agrees to look solely to Sellers and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Sellers' Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. The provisions of this paragraph shall survive the termination of this Agreement and the Closing.

(v) **No Recording.** Neither this Agreement nor any memorandum thereof may be recorded by Buyer in the public records of any County of any State.

(w) **WAIVER OF JURY TRIAL.** BUYER AND SELLERS WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

22. Escrow Terms. Notwithstanding anything in the Agreement to the contrary, the Deposit shall be held in escrow by Escrow Agent on the following terms and conditions:

(a) Escrow Agent shall deliver the Deposit to Sellers or Buyer, as the case may be, in accordance with the provisions of this Agreement.

(b) Any notice to or demand upon Escrow Agent shall be in writing and shall be sufficient only if received by Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon Escrow Agent shall be mailed or delivered by overnight courier to Escrow Agent, or served personally upon Escrow Agent with receipt acknowledged in writing by Escrow Agent. Notices from Escrow Agent to Sellers or Buyer shall be mailed to them at the addresses for each party shown in Section 21(a) of this Agreement.

(c) In the event that litigation is instituted relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorneys' fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's acts or omissions. To the extent that Escrow Agent holds the Deposit under the terms of this escrow, the parties hereto, other than Escrow Agent, agree that Escrow Agent may charge the Deposit with any such attorneys' fees, court costs and expenses as they are incurred by Escrow Agent. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the Deposit are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of Escrow Agent, and Escrow Agent may lay claim to or against the Deposit for its reasonable costs and attorneys' fees in connection with same, through final appellate review. To that end, the parties hereto, other than Escrow Agent, agree to indemnify Escrow Agent for all such attorneys' fees, court costs and expenses. The status of Escrow Agent as Sellers' counsel in this transaction shall not disqualify such law firm from acting as Escrow Agent, or from representing Sellers in connection with this transaction, the matters contemplated herein, or any disputes between Sellers and Buyer that may arise out of this transaction, including, without limitation, any dispute with respect to the Deposit. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and reasonably believed by Escrow Agent to have been signed by the proper parties.

(d) Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following: (a) the financial status or insolvency of any other party, or any misrepresentation made by any other party; (b) any legal effect, insufficiency or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument; (c) the default, error, action or omission of any other party to this Agreement or any actions taken by Escrow Agent in good faith, except for Escrow Agent's gross negligence or willful misconduct; (d) any loss or impairment of the Deposit that has been deposited in escrow while the Deposit is in the course of collection or while the Deposit is on deposit in a financial

institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of the Deposit due to the invalidity of any draft, check, document or other negotiable instrument delivered to Escrow Agent; (e) the expiration of any time limit or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit; and (f) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(e) Escrow Agent shall not have any duties or responsibilities, except those set forth in this Section and shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine. Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or is otherwise acting or failing to act under this Section except in the case of Escrow Agent's gross negligence or willful misconduct. Upon completion of the disbursement of the Deposit, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

(f) The terms and provisions of this Section shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

(g) Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Section.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement, all as of the dates indicated below.

BUYER:

Harford Farms LLC,
a Florida limited liability company

By: Spencer Harford
Spencer Harford, Authorized Member

Date of Buyer's Execution: April 21, 2025, 2025

SELLERS:

Alico, Inc.,
a Florida corporation

By: John Kiernan
John E. Kiernan, President and CEO

Date of Seller's Execution: April 22, 2025, 2025

734 LMC Groves, LLC,
a Florida limited liability company

By: Alico, Inc.,
a Florida corporation,
its sole Manager

By: John Kiernan
John E. Kiernan, President and CEO

Date of Seller's Execution: April 22, 2025, 2025



July 18, 2025

Mitch Hutchcraft

Delivered via email to mitch.hutchcraft1853@gmail.com

Re: Letter Agreement

This amendment letter agreement (this "Letter Agreement") between Alico, Inc. (the "Company") and Mitch Hutchcraft ("Executive"), effective as of the date set forth above, hereby amends certain terms of the Employment Agreement by and between the Company and the Executive dated as of May 28, 2024 (the "Employment Agreement").

This Letter Agreement confirms the modification of certain terms of the Company's employment of the Executive as its Executive Vice President – Real Estate, and the Executive hereby confirms and accepts such terms of employment, effective as of the Effective Date, upon the terms and conditions set forth herein. Capitalized terms used in this Letter Agreement and not defined herein shall have the meanings given such terms in the Employment Agreement.

Except as otherwise expressly provided herein, the Employment Agreement and the Indemnification Agreement by and between the Company and the Executive dated as of May 28, 2024, as amended from time to time (the "Indemnification Agreement"), remain in full force and effect, and this Letter Agreement, the Employment Agreement (as modified hereby) and the Indemnification Agreement represent the entire agreement of the parties with respect to the subject matter thereof, and supersedes all prior understandings and agreements with respect to the subject matter thereof.

1. For purposes of Section 2(b) of the Employment Agreement, references to the "Board" shall be replaced by references to "the Chief Executive Officer of the Company".
2. Section 2(d) of the Employment Agreement shall be deleted and replaced in its entirety as follows:

"Location. The Executive's principal place of business shall be at his home office located in Houston, Texas. No relocation to Florida is required or contemplated during the term of the Agreement, and the Executive is not entitled to any relocation or moving expenses during the term of this Agreement. The Executive may be required to travel to Alico offices and facilities in Florida from time to time, as reasonably requested by the Chief Executive Officer of the Company."

3. The Term shall commence on the Effective Date and end on **September 30, 2030**, subject to extension and termination pursuant to the provisions of the Employment Agreement. The Term will be automatically extended for a one-year period on

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September 30, 2030 and on each September 30th thereafter unless either the Company or the Executive provides written notice to the other party no later than 60 days in advance of the expiration of then-current Term that the period of the Executive's employment pursuant to the Employment Agreement shall not be extended.

4. The Executive's Annual Base Salary shall be increased during each fiscal year through the Term as follows:

FY2025	\$335,000
FY2026	\$350,000
FY2027	\$375,000
FY2028	\$400,000
FY2029	\$425,000
FY2030	\$450,000

5. Sections 4(b) and 4(c) of the Employment Agreement shall be deleted and replaced in their entirety as follows:

"(b) Annual Discretionary Cash Bonus. For each fiscal year of the Company during the Term, the Executive shall be eligible for and entitled to an annual discretionary incentive compensation cash bonus award of up to \$40,000 in accordance with, and to the extent achieved, the realization of general corporate objectives of the Company during the fiscal year. Each year during the term of this Agreement, the Executive will provide the Board with a current Highest and Best Use analysis for all real estate owned by the Company.

(c) Real Estate Incentive Bonus Program. The Executive shall be entitled to Real Estate Incentive Bonus awards in accordance with, and to the extent achieved on a timely basis within each fiscal year, the Alico Real Estate milestones itemized in Exhibit A of this Letter Agreement. These awards, if earned, will be paid in a single sum to the Executive after the close of each fiscal year, no later than the subsequent December 31st. At least 75% of each annual payment will be made in cash, subject to regular tax withholding requirements, and up to 25% may be paid in a performance-based RSU grant under the Company's Amended and Restated Stock Incentive Plan of 2015, as may be amended from time to time, in the discretion of the Board or Committee; provided that any shares granted pursuant to such award will be fully vested upon such grant date. Unless otherwise determined by the Company, a number of shares otherwise issuable pursuant to the grant of such award that is sufficient to cover the applicable tax withholding obligations associated with the grant and settlement of such award will be retained by the Company and withheld for taxes, and the net number of shares issued to Executive will be able to vote and receive dividends immediately. The shares acquired pursuant to the issuance and settlement of these RSUs will be subject to the same trading restrictions as any Alico insider while the Executive is employed by the Company. The number of gross shares subject to such performance based RSU grant will be determined by using an average trading price for the first 10 trading days in the November following the end of the applicable fiscal year to which such award relates. The Executive will certify in writing each quarter which Alico Real Estate milestones have been completed and summarize any variances to the original Board expectations, and the Chief Executive Officer

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will validate that certification. The Chief Executive Officer will present summaries of these completed milestones to the Committee quarterly so it can monitor progress with these Alico Real Estate milestones. If the Committee has any challenges to the certification presented, the Committee will have to challenge the validity of the certification within 30 days of the Chief Executive Officer's presentation to the Committee to allow the Executive to address any of their concerns on a timely basis within that fiscal year.

6. Restricted Stock Unit Award relating to Completion of Corkscrew Grove Villages Project Permitting. Subject to proper action by the Board, as soon as reasonably practicable following the date hereof, the Executive will be awarded a \$1 million performance-based RSU grant under the Company's Amended and Restated Stock Incentive Plan of 2015, as may be amended from time to time. Such performance-based RSU grant will vest and be earned upon the completion of all permits necessary to entitle the East Corkscrew Grove Villages and completion of all federal, state and local permits for the entire Corkscrew Grove Villages project no later than September 30, 2035 (the date of such completion, the "Completion Date"). The earned shares with respect to such performance-based RSUs, if any, shall be issued to Executive within 60 days of the Completion Date, subject to certification of completion by the Committee. Unless otherwise determined by the Company, a number of shares otherwise issuable pursuant to the grant of such award that is sufficient to cover the applicable tax withholding obligations associated with the vesting and settlement of such award will be retained by the Company and withheld for taxes, and the net number of shares issued to Executive will be able to vote and receive dividends immediately. The number of gross shares subject to such performance-based RSU grant will be determined by dividing 1 million by the average trading price for the 10 trading days immediately preceding the Completion Date.

In the event Executive's employment with the Company is terminated prior to the Completion Date (i) by the Company without Cause, (ii) on or following a Change in Control, by the Executive for Good Reason, or (iii) due to the Executive's death, such performance-based RSUs will remain outstanding and eligible to be earned for the five-year period following such date of termination (or if earlier, through September 30, 2035); provided, that if such Executive's employment is terminated due to his death, the performance-based RSUs may be settled in cash in the discretion of the Company. The performance-based RSUs will be forfeited in the event Executive's employment is terminated prior to the Completion Date for any reason other than those set forth in the preceding clauses (i) – (iii).

For the avoidance of doubt, Section 23 of the Agreement (Code Section 409A) shall apply to this Letter Agreement, including without limitation the performance-based RSUs described hereunder.

7. Perquisites. During the Term, the Executive shall be eligible to receive perquisites on a basis no less favorable than as are provided by the Company from time to time to other senior executives of the Company generally. The Executive will not be entitled to use of a Company vehicle while residing outside of Florida.
8. Key Person Insurance. At any time during the Term, the Company shall have the right to insure the life of Executive for the Company's sole benefit. The Company shall have the right to determine the amount of insurance and the type of policy. Executive shall reasonably

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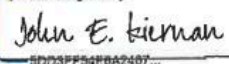


cooperate with the Company in obtaining such insurance by submitting to physical examinations, by supplying all information reasonably required by any insurance carrier, and by executing all necessary documents reasonably required by any insurance carrier, *provided* that any information provided to an insurance company or broker shall not be provided to the Company without the prior written authorization of Executive.

9. This Letter Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

ALICO, INC. Signed by:

By: 
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John E. Kiernan
Chief Executive Officer

EXECUTIVE



Mitch Hutchcraft
Executive Vice President



Exhibit A

Real Estate Milestones

EXHIBIT A Real Estate Milestones

Project/Event	FY	%	Allocation	2025	2026	2027	2028	2029	2030	Cumulative Total	% of Total
Corkscrew Grove											
Potential Funding Pool:			\$ 1,650,000								
East Village SRA/SSA Submittal	2025	2%	\$ 25,000	\$ 25,000							
SFWMO ERP Submittal	2025	2%	\$ 25,000	\$ 25,000							
USACOE/FWS Submittal	2025	2%	\$ 30,000	\$ 30,000							
Approval of Stewardship District	2025	1%	\$ 15,000	\$ 15,000							
Approval of Water/Sewer Agreement	2026	5%	\$ 75,000	\$ 75,000							
Planning Commission Approval of SRA/SSA	2027	9%	\$ 150,000	\$ 150,000							
BCC Approval of East Village SRA/SSA	2027	5%	\$ 75,000	\$ 75,000							
SFWMO Conceptual ERP Approval	2027	2%	\$ 30,000	\$ 30,000							
USACOE/FWS Public Notice	2028	12%	\$ 200,000	\$ 200,000							
USACOE/FWS Permit Granted	2028	61%	\$ 1,000,000	\$ 1,000,000							
Permits Granted for Threshold Event (RSUs)	2028	100%	\$ 1,650,000	\$ 1,650,000	\$ 90,000	\$ 255,000	\$ 1,200,000	\$ -	\$ -	\$ 1,650,000	77%
Bonnet Lake											
Potential Funding Pool:			\$ 100,000								
PUD/Comp Plan Submittal	2025	10%	\$ 10,000	\$ 10,000							
Submit Environmental Clearance Letter	2025	10%	\$ 10,000	\$ 10,000							
Planning Commission Approval	2026	20%	\$ 20,000	\$ 20,000							
BCC Approval (PUD/Comp Plan)	2026	40%	\$ 40,000	\$ 40,000							
Initial Third Party Contract/Deposit	2028	20%	\$ 20,000	\$ 20,000							
Total:		100%	\$ 100,000	\$ 20,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	5%
Plant World											
Potential Funding Pool:			\$ 30,000								
Annexation Submittal	2025	10%	\$ 3,000	\$ 3,000							
Zoning/Comp Plan Submittal	2026	20%	\$ 6,000	\$ 6,000							
Negotiate Access Agreement - Ben Moore Rd.	2026	10%	\$ 3,000	\$ 3,000							
Annexation Agreement	2026	10%	\$ 3,000	\$ 3,000							
Planning Commission Approval	2026	20%	\$ 6,000	\$ 6,000							
Commission Approval	2026	30%	\$ 9,000	\$ 9,000							
Total:		100%	\$ 30,000	\$ 3,000	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	1%
Saddlebag											
Potential Funding Pool:			\$ 100,000								
Entitlement (PUD) Submittal	2025	15%	\$ 15,000	\$ 15,000							
Planning Commission Approval	2026	25%	\$ 25,000	\$ 25,000							
BCC Approval	2027	50%	\$ 50,000	\$ 50,000	\$ 25,000	\$ 50,000					
Initial Third Party Contract/Deposit	2028	10%	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000					
Total:		100%	\$ 100,000	\$ 15,000	\$ 25,000	\$ 60,000	\$ -	\$ -	\$ -	\$ 100,000	5%
Joshua Grove											
Potential Funding Pool:			\$ 30,000								
Min. 3 Month Delay in County/DEP Approval	2025	30%	\$ 9,000	\$ 9,000							
County Reversal on Staff Report	2025	35%	\$ 10,500	\$ 10,500							
DEP Granting of Administrative Hearing	2025	35%	\$ 10,500	\$ 10,500							
Total:		100%	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	1%
Altco Discretionary Performance											
Potential Funding Pool:			\$ 40,000								
Discretionary/Corporate Objectives	Annual	0-100%	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	11%
Total:			\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 240,000	100%
Targeted Bonus By Year:											
				\$ 213,000	\$ 252,000	\$ 355,000	\$ 1,240,000	\$ 40,000	\$ 40,000	\$ 2,150,000	

CERTIFICATIONS

I, John E. Kiernan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alico, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 12, 2025

By: /s/ John E. Kiernan

John E. Kiernan
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Bradley Heine, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alico, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 12, 2025

By: /s/ Bradley Heine
 Bradley Heine
 Chief Financial Officer
 (Principal Financial Officer and Principal Accounting Officer)

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ John E. Kiernan
John E. Kiernan
President and Chief Executive Officer
(Principal Executive Officer)

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Bradley Heine
Bradley Heine
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)