

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820144

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900746887
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Erich Russell		10/27/2020	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Northern Holding, LLC
Street Address:	143 1/2 South Olive Street
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92866
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75526269	RABBIT RIDGE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6618777525
Email: steven@jwc.wine
Correspondent Name: Steven Jones
Address Line 1: 179 Niblick Road
Address Line 2: Suite 326
Address Line 4: Paso Robles, CALIFORNIA 93446

NAME OF SUBMITTER:	Steven Jones
SIGNATURE:	/Steven Jones/
DATE SIGNED:	06/27/2023

Total Attachments: 21

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2020061134

Tommy Gong
San Luis Obispo - County Clerk-Recorder
10/28/2020 10:07 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

Recording Requested By

and When Recorded Mail to:

Northern Holding LLC
Rabbit Ridge Wine Sales
13217 Jamboree Rd #429
Tustin, CA 92782

Agreement to Purchase and Sell
a corp \$ (Document Title) Real Estate

The undersigned declares exemption under the following:

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is:
 - Subject to the imposition of documentary transfer tax", or
 - A residential dwelling to an owner-occupier", or
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225 reached (list recording references)
- Exempt from the fee per GC 27388.1 (a) (1) Not related to real property"

Signature: _____

AGREEMENT TO PURCHASE AND SELL A CORPORATION AND REAL ESTATE
as of 10/23/2020

This serves as a purchase and sale agreement ("PSA") between the Parties identified below ("Buyer" and "Seller") for the purpose of defining and executing a definitive Purchase and Sale Agreement ("PSA") of real estate, a corporation, its assets and wine inventory.

Northern Holding, LLC ("Buyer") wishes to acquire, and Russell Family Vineyards / Rabbit Ridge Wine Sales/ Erich Russell, an individual, ("RFV/ RRWS"), ("Seller") wishes to sell the corporation and its assets including APNs, 026-104-001, 027-145-022 and 026-342-039, located in the county of San Luis Obispo, Paso Robles, California ("RFV/ RRWS"), which own the real property, assets, and intellectual property related to Rabbit Ridge Wine Sales & Russell Family Vineyards. The following terms shall apply to the sale of RFV/ RRWS:

Purchase Price: Thirty million, five hundred thousand USD (\$30,500,000) for Seller's right, title and interest in RFV/ RRWS. Plus, Wine Inventory, both cased goods and bulk, subject to review of current wine inventory list, IP, all brands, bank accounts, equipment, tasting room lease and customer lists.

The assets to convey include the land, wine inventory, Rabbit Ridge, Russell and all brands, the bonds, entitlements that are transferable, customer lists, trademarks, winery and farming equipment, bank accounts, all improvements on the lands, tasting room lease, and rights and encumbrances detailed in the Title Report.

Seller shall assign its Farm Credit West Notes, property tax, EDIL and payables at close. As well receivables shall be assigned. In addition a cash amount of \$163,050.00 shall be left in company to cover short term operating expenses.

RFV/ RRWS and its assets are being sold As-Is. Seller shall leave \$163,050.00 cash in at close. Buyer will issue Seller a 90-day note at 5.5% annual interest compounded monthly.

Seller Notes: Northern Holding, LLC entity will have notes due Seller as follows:

- 1) In the amount of \$6,440,000 for the balance of purchase price on top of liabilities assumes. The note will accrue 4.5% interest annually. Principal and interest are due in a balloon payment at 5 years.
- 2) In the amount of \$163,050.00 for cash in at close. Buyer will issue Seller a 90-day note at 5.5% annual interest compounded monthly.
- 3) In the amount of \$200,000 for extension from July 2020. Buyer will issue Seller a 180-day note at 5.5% annual interest compounded monthly.

These will become effective at close.

Lease Agreement: Buyer will execute a lease on the principal Live Oak Road on residence on APN 026-342-039, with seller as lessee. The value assigned to this is \$12,000/ month. Lease will be effective at close.

Purchase Funds: Buyer states that all purchase funds are in the form of debt assumptions and seller note.

Timing & Due Diligence:

Due Diligence: Buyer removes all contingencies upon mutual execution of PSA. However, Buyer may continue to perform inspections and tests as required by Buyer (provided that Buyer may not conduct invasive tests without the prior consent of Seller, which consent may be granted or withheld by Seller in its sole discretion), in all cases at Buyer's sole cost.

Close shall occur 10/27/2020 upon mutual execution of PSA, unless amended. Buyer to specify title company.

Agent: Seller shall address agency fee on San Marcos and Texas Road parcels with Jon Ohlgren, Radius Group, a licensed real estate broker.

2020 Crop: Buyer is responsible for 2020 intake.

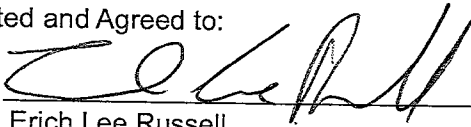
Seller's Documents: Seller shall provide to Buyer, as reasonably available after Opening of Escrow, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of Seller.

Confidentiality: Buyer and Seller agree that all terms of this PSA and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of Buyer and Seller, staff personnel, and those parties necessary to arrange and fund the acquisition and development financing.

Disclaimer and Indemnification: All statements and terms contained in this Agreement are based on Owner's current assumptions and knowledge as of the date of its presentation. Seller and Seller's Agent offer no warranty, and advise Buyer to rely solely on Buyer's discovery. Seller holds Buyer harmless and indemnifies Buyer from liability resulting from this transaction.

Accepted and Agreed to:

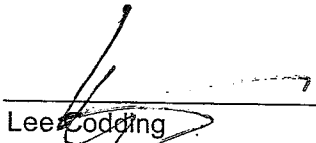
Seller:



Date: 10-29-2020

Erich Lee Russell
Russell Family Vineyards
Rabbit Ridge Wine Sales, Inc.

Buyer:



Date: 10/27/2020

Lee Coddling
Northern Holding, LLC

✓
AKA Leroy Coddling

cc: Kari Ley, Steven Jones

AGREEMENT TO PURCHASE AND SELL A CORPORATION AND ASSETS
as of 10/27/2020

This serves as a purchase and sale agreement ("PSA") between the Parties identified below ("Buyer" and "Seller") for the purpose of defining and executing a definitive Purchase and Sale Agreement ("PSA") of a corporation, its assets and wine inventory.

Fluid Wine Fund I, LLC ("Buyer") wishes to acquire, and Northern Holding, LLC, ("Seller") wishes to sell the corporation and its assets including inventory, brands, and intellectual property related to Rabbit Ridge Wine Sales, Inc. The following terms shall apply to the sale of RFV/ RRWS:

Purchase Price: Two point five million (\$2,500,000) for Seller's right, title and interest in RRWS. Plus, Wine Inventory, both cased goods and bulk, subject to review of current wine inventory list, IP, all brands, bank accounts, equipment, tasting room lease and customer lists.

Seller shall assign EDIL and payables at close. As well receivables shall be assigned. In addition a cash amount of \$163,050.00 shall be left in company to cover short term operating expenses. RRWS and its assets are being sold As-Is.

Seller Notes: Fluid Wine Fund, LLC entity will have notes due Seller as follows:

- 1) In the amount of \$2,500,000 for the balance of purchase price The note will accrue 4.5% interest annually. Principal and interest are due in a balloon payment at 5 years. Seller shall leave \$163,050.00 cash in at close.
- 2) Buyer will issue Seller a 90-day note at 5.5% annual interest compounded monthly for the \$163,050.00 cash at close. This amount can be pre-paid without penalty to cover lease payments and other obligations.

Purchase Funds: Buyer states that all purchase funds are in the form of debt assumptions and seller note.

Timing & Due Diligence:

Due Diligence: Buyer removes all contingencies upon mutual execution of PSA. However, Buyer may continue to perform inspections and tests as required by Buyer (provided that Buyer may not conduct invasive tests without the prior consent of Seller, which consent may be granted or withheld by Seller in its sole discretion), in all cases at Buyer's sole cost.

Close shall occur 10/27/2020 upon mutual execution of PSA, unless amended.

2020 Crop: Buyer is responsible for 2020 intake.

Seller's Documents: Seller shall provide to Buyer, as reasonably available after Opening of Escrow, any and all due diligence materials as are reasonably requested by Buyer and which are in the possession of Seller.

Confidentiality: Buyer and Seller agree that all terms of this PSA and the PSA shall remain confidential and shall not be disclosed to third parties, except legal and financial advisors of

Buyer and Seller, staff personnel, and those parties necessary to arrange and fund the acquisition and development financing.

Disclaimer and Indemnification: All statements and terms contained in this Agreement are based on Owner's current assumptions and knowledge as of the date of its presentation. Seller and Seller's Agent offer no warranty, and advise Buyer to rely solely on Buyer's discovery. Seller holds Buyer harmless and indemnifies Buyer from liability resulting from this transaction.

Accepted and Agreed to:

Seller: _____ Date: 10/27/2020
Lee Coddling
Northern Holding, LLC

Buyer: _____ Date: 10/27/2020
Lee Coddling
Fluid Wine Fund I, LLC

See Attached for
Notary Certificate

cc: Steven Jones

WJ

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo } s.s.

Subscribed and sworn to (or affirmed) before me on this 5th day of November Month

2020, by Lee Coddling Name of Signer (1) and

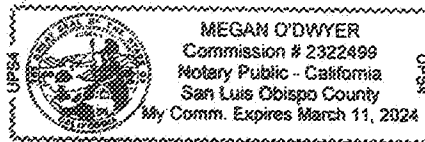
N/A Name of Signer (2), proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Megan O'Dwyer
Signature of Notary Public

Megan O'Dwyer

For other required information (Notary Name, Commission No., etc.)



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Agreement to Sell^{use} Purchase and
Sell a Corporation And ASSETS

containing 2 pages, and dated 10/27/2020

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

Recording Requested By:
Northern Holding, LLC
When recorded mail document to:

Northern Holding, LLC
13217 Jamboree Road Suite 429
Tustin, Ca 92782

APN: 026-104-001

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 12,650.00

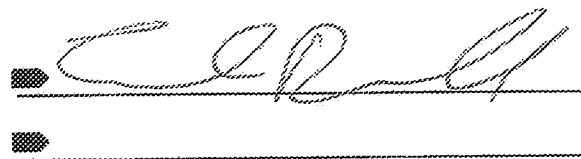
- computed on full value of property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of Paso Robles

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
Erich Russell

do (does) hereby remise, release and forever quitclaim to Northern Holding, LLC

_____ the following
described real property in the County of San Luis Obispo, State of California.
"See Legal Description Attached"

Dated: October 27, 2020

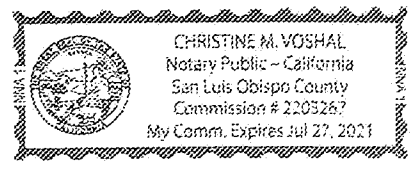


Erich Russell
Printed Name(s) of Grantor(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo
On Oct 27, 2020 before me, Christine M. Voshal Notary Public
Notary Public, personally appeared Erich Russell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Christine M. Voshal



MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name _____ Street Address _____ City State & Zip _____

LEGAL DESCRIPTION

The Land referred to herein below is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL 3: APN# 026-104-001

LOT 4 OF SECTION 5; LOTS 1, 2, 3 AND 4, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, ALL IN TOWNSHIP 26 SOUTH, RANGE 12 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE UN-INCORPORATED AREA OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION LYING SOUTH OF SAN MARCOS ROAD.

ALSO EXCEPTING ONE-HALF OF THE OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY ROBERT D. LINNETT, A MARRIED MAN AND HENRY C. BRIGHAM, A MARRIED MAN, IN EQUAL SHARES BY DEED RECORDED JUNE 21, 1977 IN BOOK 1988, PAGE 755 OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 026-104-001 (Affects Parcel 3)

Recording Requested By:
Northern Holding, LLC
When recorded mail document to:

Northern Holding, LLC
13217 Jamboree Road Suite 429
Tustin, Ca 92782

APN: 026-342-039

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 10,670.00

- computed on full value of property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of Paso Robles

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
Erich Russell

do (does) hereby remise, release and forever quitclaim to Northern Holding, LLC

_____ the following
described real property in the County of San Luis Obispo, State of California.
"See Legal Description Attached"

Dated: October 27, 2020



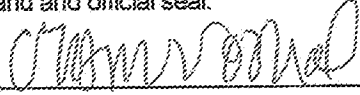
Erich Russell
Printed Name(s) of Grantor(s)

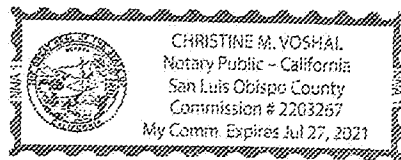
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Luis Obispo
On 10/27/2020

before me, Christine M. Voshal
Notary Public, personally appeared Erich Russell who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature 



MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name _____ Street Address _____ City State & Zip _____

LEGAL DESCRIPTION

The Land referred to herein below is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL 1: APN# 026-342-039

THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 1A:

AN EASEMENT FOR UTILITY PURPOSES BEGINNING AT LIVE OAK ROAD AND EXTENDING NORTH OVER THE EAST 10.00 FEET ON THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 1B:

AN EASEMENT TO PROVIDE INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES TO THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, OVER, UNDER AND UPON A STRIP OF LAND 30.00 FEET WIDE LOCATED IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12, SAID CORNER BEING SHOWN AS A 1/2 INCH REBAR CAPPED RCE 14994 IN BOOK 1 PAGE 159 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 12, SOUTH 89°29'51" WEST, 1,393.11 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE SOUTH 20°22'08" WEST, 701.76 FEET TO A POINT WHICH BEARS SOUTH 70°16' EAST, 17.00 FEET FROM THE CENTER OF A 48 INCH LIVE OAK TREE; THENCE SOUTH 10°30'20" WEST, 341.71 FEET TO A POINT WHICH BEARS SOUTH 79°29' EAST, 15.00 FEET FROM THE CENTER OF A CATTLE GUARD; THENCE SOUTH 79°29' EAST, TO THE CENTER OF LIVE OAK ROAD (COUNTY ROAD NO, M5262).

THE SIDE LINES OF THE ABOVE MENTIONED 30.00 FOOT STRIP SHALL BE LENGTHENED AND SHORTENED TO MEET THE BEGINNING AND ENDING BOUNDARY LINES.

For conveyancing purposes only: APN 026-342-039 (Affects Parcel 1)

Recording Requested By:
Northern Holding, LLC
When recorded mail document to:

Northern Holding, LLC
13217 Jamboree Road Suite 429
Tustin, Ca 92782

APN: 027-145-022

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 4,730.00

- computed on full value of property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of Paso Robles

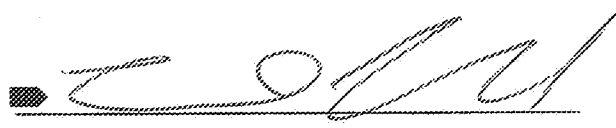
FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____
Erich Russell

do (does) hereby remise, release and forever quitclaim to Northern Holding, LLC

_____ the following
described real property in the County of San Luis Obispo, State of California.

"See Legal Description Attached"

Dated: October 27, 2020



Erich Russell
Printed Name(s) of Grantor(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

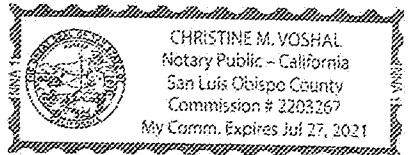
STATE OF CALIFORNIA
COUNTY OF San Luis Obispo

On Oct 27, 2020 before me, Christine M. Voshal
_____, Notary Public, personally appeared Erich Russell who proved to me on

the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christine M. Voshal



MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name _____ Street Address _____ City State & Zip _____

LEGAL DESCRIPTION

The Land referred to herein below is situated in the unincorporated area of the County of San Luis Obispo, State of California, and is described as follows:

PARCEL 2: APN# 027-145-022

GOVERNMENT LOTS 3 AND 4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 12 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL THEREOF.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN THE LAND OWNERS SHARE OF ROYALTIES FROM OIL, GAS, OTHER HYDROCARBONS, OR MINERALS ACTUALLY PRODUCED ON OR FROM SAID LAND OR ANY PART THEREOF, AS RESERVED BY GEORGE BLECHEN AND MARIE BLECHEN, HIS WIFE AND ELSIE LOOSE, A WIDOW IN DEED RECORDED JUNE 10, 1958 IN BOOK 943 PAGE 507 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 50% INTEREST IN AND TO GRANTORS PRESENT INTEREST IN ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS THAT ARE OR MAY BE ON OR WITHIN THE LANDS, TOGETHER WITH 50% INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS AS SAME MAY BE INCREASED UPON EXPIRATION OF ROYALTY INTERESTS AS RESERVED IN DEED EXECUTED BY GEORGE BLECHEN AND MARIE BLECHEN, HIS WIFE AND BY ELSIE LOOSE, A WIDOW AND RECORDED JUNE 10, 1958 IN BOOK 943 PAGE 507 OF OFFICIAL RECORDS.

SUCH MINERAL RESERVATIONS IN FAVOR OF GRANTORS HEREIN ARE WITHOUT ANY RIGHT OF ENTRY TO THE SURFACE OF SAID LAND AND ARE WITHOUT ANY RIGHT OF ENTRY TO THE FIRST FIVE HUNDRED (500 FEET ADJACENT TO AND LYING BENEATH THE SURFACE OF SAID LAND.

PARCEL 2A:

A 30.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER THAT PORTION OF LOT 4 OF "HOME OF THE ALMOND", IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 2 PAGE 17 OF MAPS, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF LOT 4, NORTH 00°30'00" WEST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL TO THE SOUTH LINE OF LOT 4, NORTH 89°45'00" WEST, 203.81 FEET; THENCE SOUTH 73°38'54" WEST, 138.47 FEET; THENCE SOUTH 78°42'47" WEST, 52.18 FEET TO A POINT THAT LIES 15.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4; THENCE 15.00 FEET NORTHERLY OF AND PARALLEL TO SAID SOUTH LINE OF LOT 4, NORTH 89°45'00" WEST, 559.74 FEET TO THE WESTERLY LINE OF LOT 4.

For conveyancing purposes only: APN 027-145-022 (Affects Parcel 2)

TRADEMARK

REEL: 008212 FRAME: 0291

Assumption and Assignment Agreement

ASSUMPTION AND ASSIGNMENT AGREEMENT

This **Agreement** is made among Joanne Russell, a married woman hereafter called "Guarantor," Northern Holding, LLC a Minnesota Limited Liability Company, hereafter called "Purchaser," and Farm Credit West, FLCA a corporation organized and existing under the laws of the United States of America, hereafter called "Lender."

RECITALS

A.
WHEREAS, Guarantor is presently a guarantor for the promissory notes on the property (hereafter called the "Property") described in a Deed of Trust dated on or about March 5, 2007 in which Lender is named as Beneficiary and recorded on March 23, 2007, as Instrument No. 2007019418 in the Official Records of San Luis Obispo County, California (hereafter called the "Deed of Trust"), which Deed of Trust is security for a promissory note (Loan 1) dated on about March 5, 2007, executed by Seller as Maker, payable to Lender, in the principal sum of \$17,500,000.00 ; and is security for a promissory note (Loan 2) dated on or about January 15, 2009, executed by Seller as Maker, payable to Lender in the principal sum of \$3,525,000.00 recorded as Notice of Advance on or about February 6, 2009 in the San Luis Obispo County Recorder's Office, assigned document number 2009-005727(hereafter called the "Promissory Note");

B.
WHEREAS, Guarantor and Purchaser have entered into an **agreement** under which Purchaser has agreed to purchase the Property and to assume the role of guarantor of the Promissory Notes and Deed of Trust as part of the purchase price for the Property to be paid by Purchaser subject to the conditions stated in this Agreement.

C.
WHEREAS, Purchaser's obligation to assume the Promissory Note is conditioned on Lender's **agreement** not to exercise its option under the terms of the Promissory Note and Deed of Trust to accelerate the unpaid balance of the Promissory Note as a result of the above transfer.

THE PARTIES HEREBY AGREE AS FOLLOWS:

Unpaid Balance of Note

1.

The total unpaid principal balance plus interest and penalties on the Promissory Notes is \$19,836,032.00.

Assumption of Liability

2.

Purchaser hereby assumes and agrees to pay the obligation represented by the Promissory Note; acknowledges that the Real Property described in the Deed of Trust shall remain subject to the Deed of Trust; acknowledges that nothing in this **Agreement** shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the Real Property; and agrees to be bound by all of the conditions and covenants contained in the Promissory Note and Deed of Trust. Purchaser also agrees that the Deed of Trust shall secure all other sums that Purchaser may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

Assignment by Guarantor

3.

Guarantor hereby transfers and assigns to Purchaser all of its right, title, and interest in and to any and all refunds and credits that may at any time accrue under the Deed of Trust or under the contract of insurance on the Deed of Trust by the Federal Housing Administration.

Governing Law

4.

All questions about the construction of this **Agreement**, and the right and liabilities of the parties to this **Agreement**, shall be governed by the laws of the State of California.

Binding on Successors

5.

This **Agreement** shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties.

Entire Agreement

6.

This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement.

Executed on October 27, 2020, at Paso Robles, California.

GUARANTOR

Joanne Russell [signature of guarantor]
Joanne Russell

PURCHASER

[Signature] [signature of purchaser]
Northern Holding, LLC – Lee Coddling, Managing Member

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

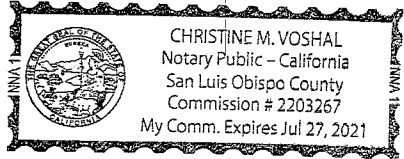
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)
On Oct 27, 2020 before me, Christine M. Voshal, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Joanne Russell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assumption and Assignment Agreement
Document Date: 10/27/2020 Number of Pages: Three
Signer(s) Other Than Named Above: Lee Coddling -

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Assumption and Assignment Agreement

ASSUMPTION AND ASSIGNMENT AGREEMENT

This Agreement is made among Erich Russell, a married man hereafter called "Seller," Northern Holding, LLC a Minnesota Limited Liability Company, hereafter called "Purchaser," and Farm Credit West, FLCA a corporation organized and existing under the laws of the United States of America, hereafter called "Lender."

RECITALS

A.

WHEREAS, Seller is presently the owner of the property (hereafter called the "Property") described in a Deed of Trust dated on or about March 5, 2007 in which Lender is named as Beneficiary and recorded on March 23, 2007, as Instrument No. 2007019418 in the Official Records of San Luis Obispo County, California (hereafter called the "Deed of Trust"), which Deed of Trust is security for a promissory note (Loan 1) dated on about March 5, 2007, executed by Seller as Maker, payable to Lender, in the principal sum of \$17,500,000.00 ; and is security for a promissory note (Loan 2) dated on or about January 15, 2009, executed by Seller as Maker, payable to Lender in the principal sum of \$3,525,000.00 recorded as Notice of Advance on or about February 6, 2009 in the San Luis Obispo County Recorder's Office, assigned document number 2009-005727(hereafter called the "Promissory Note");

B.

WHEREAS, Seller and Purchaser have entered into a real property sales agreement under which Purchaser has agreed to purchase the Property and to assume the Promissory Notes and Deed of Trust as part of the purchase price for the Property to be paid by Purchaser to Seller subject to the conditions stated in this Agreement.

C.

WHEREAS, Purchaser's obligation to assume the Promissory Note is conditioned on Lender's agreement not to exercise its option under the terms of the Promissory Note and Deed of Trust to accelerate the unpaid balance of the Promissory Note as a result of the above transfer.

THE PARTIES HEREBY AGREE AS FOLLOWS:

Unpaid Balance of Note

1.

The total unpaid principal balance plus interest and penalties on the Promissory Notes is \$19,836,032.00.

Assumption of Liability

2.

Purchaser hereby assumes and agrees to pay the obligation represented by the Promissory Note; acknowledges that the Real Property described in the Deed of Trust shall remain subject to the Deed of Trust; acknowledges that nothing in this **Agreement** shall affect the priority of the lien of the Deed of Trust over other liens and encumbrances against the Real Property; and agrees to be bound by all of the conditions and covenants contained in the Promissory Note and Deed of Trust. Purchaser also agrees that the Deed of Trust shall secure all other sums that Purchaser may borrow in the future from Lender when such sums are evidenced by another note or notes stating that they are so secured.

Assignment by Seller

3.

Seller hereby transfers and assigns to Purchaser all of its right, title, and interest in and to any and all refunds and credits that may at any time accrue under the Deed of Trust or under the contract of insurance on the Deed of Trust by the Federal Housing Administration.

Governing Law

4.

All questions about the construction of this **Agreement**, and the right and liabilities of the parties to this **Agreement**, shall be governed by the laws of the State of California.

Binding on Successors

5.

This **Agreement** shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties.

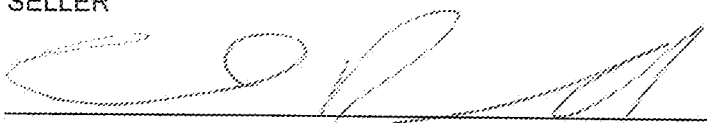
Entire Agreement

6.

This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, among the parties, relating to the subject matter of this Agreement, that are not fully expressed in this Agreement.

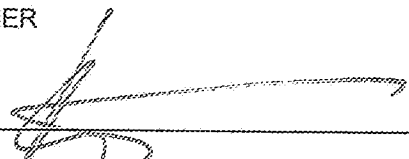
Executed on October 27, 2020, at Paso Robles, California.

SELLER

 [signature of seller]

Erich Russell

PURCHASER

 [signature of purchaser]

Northern Holding, LLC – Lee Coddington, Managing Member

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____

Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

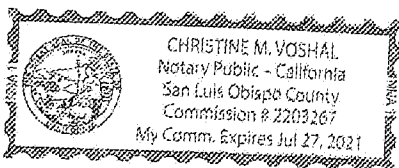
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo
On Dec 27, 2020 before me, Christine M. Voshal notary public
Date Here Insert Name and Title of the Officer
personally appeared Erich Russell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assumption and Assignment Agreement
Document Date: 10/27/2020 Number of Pages: Three
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer -- Title(s):
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: