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6 Attorneys for Plaintiffs,  
7 GOLDEN STATE FARM CREDIT, ACA,  
8 GOLDEN STATE FARM CREDIT, PCA, and  
9 GOLDEN STATE FARM CREDIT, FLCA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF TEHAMA

11 GOLDEN STATE FARM CREDIT,  
12 ACA, a federal Farm Credit System institution;  
13 GOLDEN STATE FARM CREDIT, PCA, a  
14 federal Farm Credit System institution; and  
15 GOLDEN STATE FARM CREDIT, FLCA, a  
16 federal Farm Credit System institution,

14 Plaintiffs,

15 vs.

16 ANDERSEN & SONS SHELLING, INC., a  
17 California corporation; ANDERSEN AND SONS  
18 RANCH, INC., a California corporation; A & M  
19 FARMING, LLC, a California limited liability  
20 company; MICHAEL JENS ANDERSEN,  
21 individually and as Trustee of the MICHAEL  
22 ANDERSEN AND KRISTA ANDERSEN  
23 FAMILY TRUST DATED MAY 3, 2017;  
24 KRISTA MARIE ANDERSEN, individually and  
25 as Trustee of the MICHAEL ANDERSEN AND  
26 KRISTA ANDERSEN FAMILY TRUST DATED  
27 MAY 3, 2017; PATRICK KNUDT ANDERSEN,  
28 individually and as Trustee of the PATRICK  
ANDERSEN AND SHARON J. ANDERSEN  
FAMILY TRUST DATED MAY 3, 2017;  
SHARON JEAN ANDERSEN, individually and  
as Trustee of the PATRICK ANDERSEN AND  
SHARON J. ANDERSEN FAMILY TRUST  
DATED MAY 3, 2017; FRANKLIN KAY  
ANDERSEN, individually and as Trustee of the  
FRANKLIN K. ANDERSEN TRUST DATED  
SEPTEMBER 22, 2016 and the FRANKLIN K.  
ANDERSEN IRREVOCABLE TRUST A,  
DATED JULY 24, 2019; J. B. CUSICK

Case No. 24-CI-000197

**~~PROPOSED~~ ORDER  
APPOINTING RECEIVER  
AND ISSUING PRELIMINARY  
INJUNCTION**

Date: August 8, 2024  
Time: 1:30 p.m.  
Judge: Hon. Jonathan Gilman  
Dept.: 4

Action Filed: August 5, 2024

BY FAX

1 COMPANY, INC., a California corporation;  
2 FARMERS HILL INVESTMENTS, LLC, a  
3 California limited liability company; A BUTTER  
4 WORLD, LLC, a Delaware limited liability  
5 company; KAMCO GROUP, LLC, a Minnesota  
6 limited liability company; INTERNATIONAL  
7 MARKETING CONSULTANTS, INC., a Nevada  
8 corporation; BANK OF AMERICA, N.A., a U.S.  
9 national banking association; TSB AG INC, a  
10 California corporation; VALLEY PRIDE AG  
11 COMPANY, INC., a California corporation;  
12 AMERICAN AGCREDIT, FLCA, a federal Farm  
13 Credit System institution; APSE LLC, a  
14 California limited liability corporation; BANC OF  
15 AMERICA LEASING & CAPITAL LLC, a  
16 Delaware limited liability corporation; BMO  
17 BANK NATIONAL ASSOCIATION, a United  
18 States national banking association; BANNER  
19 BANK, a Washington corporation; BAUGHER  
20 RANCH ORGANICS, INC., a California  
21 corporation; CANNON FINANCIAL SERVICES,  
22 INC., a New Jersey corporation; CHOICE  
23 FINANCIAL GROUP, LLC, a Virginia limited  
24 liability corporation; CORNERSTONE  
25 COMMUNITY BANK, a California corporation;  
26 EMPLOYMENT DEVELOPMENT  
27 DEPARTMENT, a department of the state of  
28 California; ENTREBANK, a Minnesota state-  
chartered nonmember bank; FARM CREDIT  
LEASING SERVICES CORPORATION, a  
federal Farm Credit System institution; FIRST  
FOUNDATION BANK, a California corporation;  
GOODLEAP, LLC, a California limited liability  
corporation; HYG FINANCIAL SERVICES,  
INC., a Minnesota corporation; KUBOTA  
CREDIT CORPORATION, U.S.A., a California  
corporation; SIGNATURE FINANCIAL AND  
LEASING, a New York limited liability  
corporation; TOYOTA INDUSTRIES  
COMMERCIAL FINANCE, INC., a California  
corporation; U.S. BANK EQUIPMENT  
FINANCE, a U.S. national banking association;  
U.S. SMALL BUSINESS ADMINISTRATION,  
an independent agency of the U.S. government;  
VAR TECHNOLOGY FINANCE, a Delaware  
corporation; VERDANT COMMERCIAL  
CAPITAL, LLC, a Delaware limited liability  
corporation ; EDWIN A. CLEMENTINO JR.;  
JANICE E. CLEMENTINO; EDWIN AND  
JANICE CLEMENTINO TRUST DATED  
NOVEMBER 5, 2005, and DOES 1 through 50,  
INCLUSIVE,

Defendants.

1 The Court having considered (i) the Stipulation for Appointment of Receiver and Issuance  
2 of Preliminary Injunction Regarding Operations and Assets of the Andersen Entities (the  
3 “**Stipulation**”) submitted by Plaintiffs Golden State Farm Credit, ACA, Golden State Farm  
4 Credit, PCA and Golden State Farm Credit, FLCA (together “**GSFC**”) on the one hand, and  
5 Defendant Bank of America, N.A. (“**Bank of America**”), Defendants Andersen & Sons Shelling,  
6 Inc. (“**Andersen Shelling**”), Andersen and Sons Ranch, Inc., A & M Farming, LLC, Michael  
7 Jens Andersen, individually and as trustee of the Michael Andersen and Krista Andersen Family  
8 Trust dated May 3, 2017, Krista Marie Andersen, individually and as trustee of the Michael  
9 Andersen and Krista Andersen Family Trust dated May 3, 2017, Patrick Knudt Andersen,  
10 individually and as trustee of the Patrick Andersen and Sharon J. Andersen Family Trust  
11 dated May 3, 2017, Sharon Jean Andersen, individually and as trustee of the Patrick Andersen  
12 and Sharon J. Andersen Family Trust dated May 3, 2017, Franklin Kay Andersen, individually  
13 and as trustee of the Franklin K. Andersen Trust dated September 22, 2016 and the Franklin K.  
14 Andersen Irrevocable Trust A, dated July 24, 2019, J. B. Cusick Company, Inc., Farmers Hill  
15 Investments, LLC, and A Butter World, LLC (each an “**Obligor**” and collectively the  
16 “**Obligors**”) on the other hand, (ii) Plaintiffs’ *ex parte* application for approval of the Stipulation  
17 and appointment of a **Receiver**, as defined below, and (iii) all other oral and documentary  
18 evidence presented to the Court in connection with the Stipulation; and

19 Plaintiffs, Bank of America and Obligors having stipulated to the form and content of this  
20 Order and the terms hereof, it appears to the Court that this is a proper case for the appointment of  
21 a receiver and for issuance of a preliminary injunction as set forth below;

22 THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

23 **I. ORDERS REGARDING RECEIVER**

24 **A. APPOINTMENT OF RECEIVER**

25 David Stapleton (“**Receiver**”) shall be and hereby is confirmed and appointed as Receiver  
26 to take and hold possession, custody and control of the Receivership Estate, as defined and  
27 described below. Pursuant to Code of Civil Procedure, Section 567, upon the issuance of this  
28 Order the Receiver shall file his oath and post a bond or undertaking in the amount of \$5,000.

1           **B.       COMPENSATION OF RECEIVER**

2           The Receiver’s compensation shall be based on hourly charges for time spent on the  
3 receivership by the Receiver and his staff. The hourly rate for the Receiver’s time shall be \$550  
4 per hour. The Receiver’s staff shall be billed out at reasonable hourly rates customarily charged  
5 by the Receiver for each staff member’s time. The Receiver is authorized to use agents who are  
6 employees of Stapleton Group, Inc. and to retain third party agents and consultants to assist with  
7 performing the duties described herein.

8           **C.       POWERS AND DUTIES OF RECEIVER**

9           Subject to the terms and limitations herein (including certain consent rights), the Receiver  
10 shall have all the powers, duties and authority provided to a Court-appointed receiver by law, and  
11 shall operate, manage, control, conduct, care for, preserve, maintain, and liquidate: the real and  
12 personal property described on Exhibit A hereto that the Obligors pledged as collateral to secure  
13 the Obligors’ indebtedness to GSFC and, in some cases as further described below, Bank of  
14 America (the “**Collateral**”), as evidenced by the documents identified on Exhibit A, and which  
15 are attached to the Declaration of Robert Faris, Jr. (“**Faris Dec.**”) in support of Plaintiffs’ *ex parte*  
16 application as Exhibit Nos. 1-3, 5-23 and 27-29. GSFC’s real property collateral is referred to as  
17 the “**GSFC Real Property Collateral.**”

18           As indicated on Exhibit A hereto, Defendant Bank of America also holds a lien or security  
19 interest in or upon certain Collateral, as do certain other lienholders presently known to GSFC.  
20 That portion of the Collateral that secures Andersen Shelling’s indebtedness to Bank of America  
21 under Bank of America’s asset-based loan (“**ABL**”) and in or upon which GSFC has a junior lien  
22 or security interest as evidenced by the documents attached to the Faris Dec. as Exhibit Nos. 4, 9,  
23 27 and 28 and the Uniform Commercial Code filing search results attached to the Faris Dec. as  
24 Exhibit No. 5, which includes accounts receivable, inventory, and all other non-real property of  
25 Andersen Shelling other than equipment, as well as Parcel 7 (as defined below) is collectively  
26 referred to herein as the “**Bank of America ABL Collateral**” as evidenced by documents  
27 attached to the Faris Dec. as Exhibit Nos. 4, 5, 9, 27 and 28. Bank of America also has a lien or  
28 security interest in or upon the real property identified on Exhibit A (the “**Bank of America**

1 **Real-Property Collateral,”** and together with the Bank of America ABL Collateral, the “**Bank**  
2 **of America Collateral”**).

3 As between Bank of America and GSFC, (i) Bank of America has a senior lien or security  
4 interest in or upon the Bank of America ABL Collateral and GSFC has a junior lien or security  
5 interest in or upon the Bank of America ABL Collateral; (ii) GSFC has a senior lien or security  
6 interest in or upon the Bank of America Real-Property Collateral other than with respect to one  
7 parcel as specified on Exhibit A upon which GSFC does not have a lien or security interest  
8 (“**Parcel 7**”); and (iii) GSFC has a senior lien or security interest in or upon Andersen Shelling’s  
9 equipment other than with respect to certain equipment subject to agreements with equipment  
10 lessors and purchase money financing lenders. The perfection and priority of GSFC’s and Bank  
11 of America’s liens is evidenced by the documents attached to the Faris Dec. as Exhibit Nos. 1-3,  
12 5-23 and 27-29.

13 The Collateral (including but not limited to the rents, revenues, profits, and proceeds  
14 thereof) and all other tangible and intangible property of Andersen Shelling, Andersen and Sons  
15 Ranch, Inc., A & M Farming, LLC, J. B. Cusick Company, Inc., Farmers Hill Investments, LLC,  
16 and A Butter World, LLC, related thereto, are hereinafter referred to collectively as the  
17 “**Receivership Estate.**”

18 In particular, although without limitation, the Receiver shall have the following powers  
19 and responsibilities:

20 1. The Receiver shall be authorized and empowered to enter, gain access to, and take  
21 possession of the Receivership Estate, to manage the Receivership Estate and to do all things  
22 which the Receiver deems, in his business judgment, necessary to protect, operate and preserve  
23 the Receivership Estate.

24 2. The Receiver shall further be authorized and empowered to take the actions  
25 described below; *provided, however*, that notwithstanding anything to the contrary in this Order  
26 (expressly including, but not limited to, paragraphs I.C.1-38, I.E, and II.3):

27 a. with respect to the Bank of America ABL Collateral, the Receiver  
28 shall obtain Bank of America’s written approval prior to operating, preserving and liquidating the

1 Bank of America ABL Collateral or incurring costs to be paid from the Bank of America ABL  
2 Collateral (including from the proceeds, profits, rents, or revenues thereof) and shall cooperate  
3 with Bank of America to cause the liquidation of the Bank of America ABL Collateral;

4 b. the direct costs and expenses of the preservation, liquidation, sale  
5 and disposition of the Bank of America ABL Collateral shall be paid from the Bank of America  
6 ABL Collateral (including the proceeds, profits, rents, and revenues thereof) or otherwise funded  
7 by Bank of America in accordance with paragraph I.C.32; and

8 c. the other general expenses of the Receivership Estate and the direct  
9 costs and expenses of the preservation, liquidation, sale, and disposition of any other Collateral  
10 shall be paid from Collateral other than Bank of America ABL Collateral (including the proceeds,  
11 profits, rents, and revenues thereof) or otherwise funded by GSFC in accordance with paragraph  
12 I.C.32.

13 3. The Receiver shall be authorized to take possession of and collect copies of all  
14 records of any accounts, chattel paper, and general intangibles of every kind hereafter arising out  
15 of the Receivership Estate as the Receiver deems, in his business judgment, necessary for the  
16 proper administration of the Receivership Estate, including taking possession of all accounts  
17 containing deposits constituting a portion of or related to the Collateral. Additionally, any person  
18 in possession of usernames, passwords, security questions to access any systems/online portals, or  
19 similar platforms related to accounting functions or sales and vendor requirements necessary to  
20 operate the Obligors' business, permits, licenses, and other property of the Receivership Estate  
21 shall turn over the same to the Receiver.

22 4. To the extent permitted by applicable law, the Receiver is authorized to take  
23 possession of all of (a) the Obligors' books and records, ledgers, financial statements, financial  
24 reports and all other business records (including all banking records and statements, budgets, rent  
25 rolls, sales records, personnel records, real estate tax bills, construction and other bonds,  
26 governmental agency permits and approvals, building permits, plans, surveys, architectural,  
27 contractor and subcontractor agreements, and architectural and engineering drawings for the  
28 buildings and improvements) in each case (i) to the extent pertaining to the Collateral, and within

1 Obligors' possession or reasonable control and (ii) excluding attorney-client privileged  
2 documents and communications (including, without limitation communications with Keller  
3 Benvenuti Kim LLP, ArentFox Schiff LLP, or Knapp Petersen Clarke, as applicable), but said  
4 books and records and information shall promptly be made available to Obligors and their agents,  
5 servants, employees and representatives, and all persons or entities acting under or in concert with  
6 Obligors, upon Obligors' written request, and Obligors shall be permitted to retain a copy of all  
7 such books, records, and information provided to the Receiver; and (b) the income, rents or  
8 profits generated by the Collateral, and the remainder of the Receivership Estate, wherever  
9 located, in each case as the Receiver deems, in his business judgment, necessary for the proper  
10 administration, management, or control of the Receivership Estate.

11 5. Subject to the limitations set forth herein, without further Court order, the Receiver  
12 is authorized and empowered to sell, liquidate, lease, transfer, collect, convey and otherwise  
13 dispose of property included in the Receivership Estate, and to execute any documents necessary  
14 to effectuate the sale, lease, transfer, conveyance or other disposition of property included in the  
15 Receivership Estate:

16 a. All or any portion of the Collateral, other than the Bank of America  
17 ABL Collateral, pursuant to Code of Civil Procedure, Section 568.5, only with written approval  
18 of GSFC and upon proper statutory notice as required for such sale or other disposition.

19 b. With respect to the Bank of America ABL Collateral, only with  
20 written approval of Bank of America.

21 c. GSFC shall not oppose any sale of the ABL Collateral that Bank of  
22 America has approved.

23 d. Bank of America shall not oppose any sale of the GSFC Real  
24 Property Collateral that GSFC has approved.

25 e. To the extent that the lien priority of any third party in any part of  
26 the Collateral is senior in priority to the rights and interests of both GSFC and Bank of America  
27 based upon undisputed filings or recordings in the applicable public lien records or a final, non-  
28 appealable determination by this Court (each such third party a "**Senior Creditor**"), the Receiver

1 will obtain such Senior Creditor's consent to any sale or transfer of such Collateral and will pay  
2 the proceeds of such sale or transfer to such Senior Creditor to the extent of and in accordance  
3 with the priority of its interests prior to paying any proceeds to GSFC and Bank of America, as  
4 applicable.

5 f. The Obligors shall not be entitled to oppose any such sale of any  
6 Collateral proposed by the Receiver and approved by GSFC or Bank of America, as applicable.

7 g. Additionally, the Receiver shall be authorized, without further  
8 Court approval, to enter into contracts reasonably necessary for and arising in connection with the  
9 preservation, sale, liquidation or disposition of the Collateral, and to pay for the reasonable and  
10 necessary costs and expenses arising from sales of Collateral out of the funds of the Receivership  
11 Estate or the proceeds of the sale thereof, and may authorize payment of net sales proceeds to  
12 GSFC, Bank of America or Senior Creditors, as applicable, based upon lien priority to satisfy the  
13 Obligors' Secured Obligations (defined below) to GSFC, Bank of America or any Senior  
14 Creditor, according to the applicable lien priority. For purposes of this Order, "**Secured**  
15 **Obligations**" means, collectively, all amounts payable by the Obligors to GSFC, Bank of  
16 America or a Senior Creditor, as applicable, under the applicable loan documents including  
17 principal, interest, default interest, costs, fees and expenses, including attorney's fees, all on the  
18 terms and to the extent set forth in the applicable loan documents. If any creditor asserts in good  
19 faith that it holds a senior lien or other senior interest in the Collateral, the Receiver shall be  
20 authorized to (i) ascertain the priority of such liens, including commencing or defending any  
21 judicial action with respect to such claims, (ii) sell the affected Collateral without further  
22 objection or hearing using the provisions of this Order, (iii) make payments to Bank of America,  
23 GSFC or any Senior Creditors having a lien on such Collateral from proceeds of the Collateral in  
24 accordance with their respective lien priorities, to the extent determinable by the Receiver and not  
25 otherwise in dispute, and (iv) segregate proceeds in an amount and to the extent sufficient to  
26 satisfy the senior lien or senior interest alleged in good faith by such creditor, pending the agreed  
27 or judicial resolution of such priority dispute.

28 h. Any sale pursuant to this Order is a "transfer pursuant to court order" and

1 is therefore exempted from the disclosure provisions of the California Civil Code.

2 i. As to that real property Collateral that is identified by parcel nos. APN  
3 079-270-008-000, APN 079-250-009-000, and APN 079-250-010-000 as described on Exhibit A  
4 hereto (the “**Andersen Residence Properties**”), the Receiver shall not sell or transfer the  
5 Andersen Residence Properties.

6 6. Without limitation of the foregoing, the Receiver shall, at GSFC’s written election,  
7 cause the conveyance of all or any portion of Collateral that is real property (together with all  
8 personal property and intangible property in connection therewith, but specifically excluding  
9 Bank of America ABL Property and the Andersen Residence Properties) to GSFC or its designee  
10 pursuant to a deed-in-lieu of foreclosure agreement, a grant deed-in-lieu of foreclosure, a bill of  
11 sale, a general assignment and such other documents as may be required in connection with such  
12 conveyance (each in form and substance approved by GSFC), or by such other method approved  
13 by GSFC; *provided* that such a conveyance shall not alter or affect Bank of America’s liens  
14 relating to such property. Any such transfer of property to GSFC or its designee shall not  
15 constitute an independent action against the Obligors that would trigger the “One Action Rule,”  
16 as codified under California Code of Civil Procedure, Section 726, subdivision (a), consistent  
17 with applicable law, including California Code of Civil Procedure 564, subdivision (d), and  
18 pursuant to written agreements and waivers previously executed and delivered by the Obligors to  
19 GSFC. Prior to or upon closing of any conveyance at GSFC’s request (whether a marketed sale  
20 or a conveyance to GSFC or its designee in lieu of foreclosure), GSFC shall ensure that all  
21 administrative fees and expenses reasonably incurred by the Receiver and his counsel that are  
22 compensable pursuant to Section I.E. of this Order, below, are brought current.

23 7. Upon any such conveyance of Collateral that is real property to GSFC or its  
24 designee (which shall not include Bank of America ABL Collateral or the Andersen Residence  
25 Properties), such portion of the Collateral shall no longer be considered part of the Receivership  
26 Estate. In connection therewith, the Receiver shall cooperate with GSFC in causing, and make all  
27 reasonable efforts to cause, an extended title insurance policy, to the extent such policy is  
28 available, to be issued to GSFC or its designee insuring the Collateral or such portion of the

1 Collateral, together with such other matters that may be required by GSFC in connection with  
2 such conveyance. The Obligors shall not be entitled to oppose any such transfer of Collateral that  
3 is real property to GSFC or its designee as proposed by the Receiver and approved by GSFC,  
4 except for any transfer of the Andersen Residence Properties.

5 8. The Receiver is authorized to engage such sales brokerage firm(s) as the Receiver  
6 deems, in his business judgment, to be necessary to the effective marketing of the Collateral,  
7 subject to GSFC's approval thereof, and as GSFC may approve, and to pay for such brokerage  
8 services out of the proceeds of the sale of the Collateral or funds provided by GSFC pursuant to  
9 section I.C.32, and to enter into sales listing agreement(s) without further order of this Court;  
10 *provided* that with respect to the Bank of America ABL Collateral, Bank of America shall have  
11 such approval rights and payment obligations rather than GSFC. Such authorization shall  
12 include, in the Receiver's discretion, continuing the retention of Hilco Corporate Finance LLC  
13 pursuant to its existing contract with Obligors for the purpose of marketing the Obligors' business  
14 operations.

15 9. The Receiver is authorized and empowered to take all steps reasonably necessary  
16 and appropriate to obtain or preserve entitlements or permits required for the maintenance,  
17 operation, or repair of the Receivership Estate; to effect such repairs as he deems, in his business  
18 judgment, to be necessary to protect, operate and preserve the Collateral; to employ licensed  
19 contractors and other vendors or professionals to undertake or continue any and all reasonably  
20 necessary or desirable work for remediation of any issues related to the Collateral; and to hire  
21 such agents and service providers as the Receiver deems necessary and appropriate in connection  
22 therewith.

23 10. The Receiver is directed to engage, as farm manager for the Collateral, such farm  
24 manager as the Receiver may propose and GSFC may approve.

25 11. The Receiver is authorized and empowered to retain the law firm of Pachulski  
26 Stang Ziehl & Jones LLP ("**PSZJ**") or such other law firms as the Receiver shall deem necessary,  
27 as Receiver's legal counsel, without further application to the Court. The Receiver shall pay  
28 PSZJ at its usual and customary rates for work actually and reasonably performed in connection

1 with the Receiver's performance of his duties under this Order, from any funds being held in the  
2 Receivership Estate, with such payments subject to final approval by this Court, as detailed  
3 further, below.

4 12. The Receiver shall be authorized and empowered to enter into such contracts for  
5 furnishing services, work, labor, and materials as may be reasonably necessary to protect,  
6 preserve, manage, control, operate, remediate, lease, complete, maintain, and sell the Collateral,  
7 with such costs to be borne by the Receivership Estate, as detailed in paragraph 32, below.

8 13. The Receiver is further authorized and empowered with the right to execute and  
9 prepare all documents, including but not limited to environmental waste manifests and related  
10 documents, and to perform all acts, either in the name of the Obligor subject to the written  
11 approval of the Obligor, or, otherwise, in the name of the Receivership Estate, which are  
12 reasonably necessary or related to preserving, protecting, managing, leasing, operating,  
13 completing, selling, or controlling any portion of the Receivership Estate.

14 14. The Receiver is authorized and empowered with the right to demand, collect and  
15 receive all monies, funds, and payments hereafter arising from the Receivership Estate, including  
16 the right to demand and collect all rents, proceeds and revenues generated by the Collateral.

17 15. The Obligor shall promptly deliver copies to the Receiver of any and all mail  
18 received by the Obligor after the date of execution of this Order to the extent same relates in any  
19 manner to any portion of the Receivership Estate including the Collateral. The Obligor may  
20 retain the originals of any mail forwarded pursuant to this provision. The Receiver is authorized  
21 to open all mail addressed to Obligor at the real property Collateral or at the Obligor's United  
22 States Post Office box business addresses, and to direct the U.S. Postal Service to forward all  
23 such mail addressed to Obligor to the Receiver's office. The Receiver is authorized to make  
24 copies of such mail, and then forward it to the Obligor at the addresses provided by the Obligor  
25 for service, or to such other address as the Obligor or their authorized agent(s) may direct, in  
26 writing. Upon written notice by an Obligor or its authorized representative(s), the Receiver shall  
27 turn over or destroy any such original mail addressed to such Obligor at the real property  
28 Collateral or the Obligor's United States Post Office box business address that is unrelated to the

1 administration of the Receivership Estate. Upon written notice by the Obligors, the Receiver  
2 shall promptly provide copies of any correspondence with, or disclosures to, employees or tenants  
3 regarding environmental matters or other business related to the Receivership Estate.

4 16. The Receiver is authorized to (a) employ agents, managers, employees, appraisers,  
5 security guards, clerks, accountants, investigators, technical experts, contractors, attorneys  
6 (pursuant to the California Rules of Court and any applicable rules of the Court), and consultants  
7 to administer the Receivership Estate and to protect the Receivership Estate as he shall deem  
8 reasonably necessary; (b) purchase materials, supplies, and services and, to pay for them at the  
9 usual and reasonable arms' length rates and prices out of the proceeds of the Receivership Estate;  
10 and (c) compromise debts and to do all things and incur all obligations ordinarily incurred in  
11 similar circumstances, provided that the Receiver is not obligated to pay pre-receivership debts  
12 other than Secured Obligations in connection with the disbursement of the proceeds of Collateral.  
13 No risk or obligation incurred by said Receiver shall be at personal risk or obligation of the  
14 Receiver, but all such risks and obligations shall be the risks and obligations of the Receivership  
15 Estate.

16 17. The Receiver is authorized to negotiate with government agencies regarding,  
17 among other things, completion of any repairs to the Collateral and the satisfaction of the  
18 conditions and obligations related to the issuance of any Certificates of Occupancy for any  
19 Collateral that is real property, if applicable. The Receiver is authorized to assume and utilize  
20 any pre-existing licenses or permits associated with the Collateral. The Receiver may also enter  
21 into agreements with relevant local and state government to use or extend any such permits  
22 currently in place pertaining to the Collateral, with GSFC's (or, with respect to the Bank of  
23 America ABL Collateral, Bank of America's) approval and upon written notice to the Obligors.

24 18. The Receiver is authorized to negotiate with title insurance companies relating to  
25 lien removal for the Collateral, including mechanic's liens, producer's liens and other liens not  
26 authorized by GSFC (or, with respect to the Bank of America ABL Collateral, Bank of America)  
27 and relating to obtaining endorsements, title insurance or other insurance which may be  
28 reasonably necessary for the Collateral.

1           19.     The Receiver shall confirm the existing insurance coverage for the Collateral and  
2 the remainder of the Receivership Estate, and he shall promptly report any evidence or findings to  
3 GSFC, Bank of America, and Obligors. If there is insufficient insurance coverage on the  
4 Collateral, as determined by GSFC in its reasonable discretion, the Receiver shall have forty-five  
5 (45) business days after the entry of this Order to procure and thereafter maintain said insurance  
6 (excluding earthquake and flood insurance) on the Collateral, provided that the Receiver has  
7 funds available to do so, and if the Receiver is lacking adequate funds it shall promptly obtain  
8 them through issuance of receivership certificates as authorized in paragraph 32, below, and  
9 provided further that the Obligors will be named insureds on all general liability policies related  
10 to the Collateral. Procurement of insurance by the Receiver shall not act to cure any event of  
11 default, nor shall it act as a waiver of any remedies that GSFC or Bank of America may have  
12 against the Obligors, for any failure by the Obligors to properly maintain insurance coverage.  
13 The Receiver shall have the right to keep the Obligors' insurance policies in place conditioned on  
14 the Receivership Estate's payment of premiums from the date of the Receiver's appointment  
15 onward. The provisions of paragraph II.3 of the Preliminary Injunction below shall also apply.  
16 Any liability for claims arising from an inability to obtain insurance for the Real Estate Collateral  
17 shall be the responsibility of the Receivership Estate, and not of the Receiver or any other party.

18           20.     The Receiver shall not be responsible for payment of any utility bills, unpaid  
19 payroll expenses, or other unpaid invoices for services or utilities incurred by the Obligors, or  
20 provided for the benefit of the Collateral, prior to the Receiver's taking possession of the  
21 Collateral. No utility or other vendor may terminate service or the provision of other goods or  
22 services to the Collateral that is real property as a result of the non-payment of pre-receivership  
23 obligations, without prior order of this Court. The Receivership Estate shall not be responsible  
24 for refunding tenant security deposits, if any, that have not been turned over to the Receiver.  
25 However, the Receiver may, in his reasonable discretion, refund such tenant security deposits,  
26 and pay costs and expenses incurred prior to the Receiver's appointment if the Receiver  
27 determines that payment of such items is necessary for the preservation, operation, care and  
28 maintenance of the Collateral, or otherwise in the best interests of the Receivership Estate.

1           21.     The Receiver is authorized to establish bank accounts for the acceptance and  
2 deposit of monies and funds collected and received in connection with the Receiver's  
3 administration of the Receivership Estate at any institution the Receiver deems appropriate,  
4 provided that any funds on deposit at said financial institution are insured by an agency of the  
5 United States government. David Stapleton, President of Stapleton Group, Inc., David Kieffer, its  
6 Senior Managing Director, and Jacob Diiorio, its Managing Director, shall each be the authorized  
7 signatories on the accounts. The Receiver shall maintain and use the Obligors' existing bank  
8 accounts for funds that are Bank of America ABL Collateral (including the proceeds, profits,  
9 rents, and revenues thereof) and the Receiver shall operate in accordance with Bank of America's  
10 loan documents and pre-receivership practices except as modified by this Order; *provided* that if  
11 other creditors assert in good faith a senior lien or other senior interest in or upon the Bank of  
12 America ABL Collateral, Bank of America shall reserve an amount sufficient to satisfy such  
13 senior lien or senior interest pending further order of the Court. The Receiver shall have the sole  
14 discretion to remove signers and maintain appropriate administrative access to any and all of  
15 Obligors' bank accounts to perform the cash management duties of the receivership; *provided* that  
16 with respect to bank accounts of individual Obligors that are solely used for personal and  
17 household use ("**Personal Bank Accounts**"), the Receiver shall not remove or add signers.  
18 Personal Bank Accounts shall not be used for the deposit of proceeds of Collateral or other  
19 income from the business operations of Obligors, or otherwise used in such business operations.

20           22.     Upon entry of this Order, the Receiver will be empowered to use the tax  
21 identification numbers of such Obligor(s) to report any income, revenues, monies, or other funds  
22 arising from the Collateral. The Receiver shall provide the applicable Obligors with written  
23 notice prior to the Receiver's use of any of such Obligors' tax identification numbers in  
24 connection with the administration of the Receivership Estate for any purpose, including but not  
25 limited to any purpose not specified in this paragraph. The Receiver shall be entitled, but not  
26 required, to notify applicable local, state and federal taxing authorities of the commencement of  
27 the receivership, and to communicate with said authorities on behalf of the Receivership Estate.

28           23.     The Receiver is authorized to negotiate, make, enter into, or modify any and all

1 contracts or agreements affecting any part or all of the Receivership Estate including, without  
2 limitation, any and all leases affecting the Receivership Estate, and to the extent permitted by the  
3 terms thereof, to immediately terminate any existing contract, agreement, or instrument which is  
4 not deemed by the Receiver, in his business judgment, to be commercially reasonable or  
5 beneficial to the operation or value of the Receivership Estate.

6 24. The Receiver is authorized to (a) apply for, obtain, and pay for any lawful license,  
7 permit, variance or other governmental approval or fee that the Receiver reasonably believes to be  
8 necessary for the construction, operation, repair, maintenance, and preservation of the  
9 Receivership Estate; (b) confirm the existence of, and, to the extent permitted by law, exercise the  
10 privileges of, any existing license, permit, variance, or governmental approval relating to the  
11 Collateral; and (c) do all things reasonably necessary to protect and maintain those licenses,  
12 permits, variances, and approvals, including, but not limited to permits and approvals from the  
13 Counties of Tehama, Butte or Glenn or relevant municipal authorities.

14 25. If reasonably necessary in the Receiver's business judgment, with the approval of  
15 GSFC, the Receiver is authorized to engage the services of one or more environmental  
16 consultants and to perform noninvasive and invasive environmental inspections of the Collateral.  
17 The results of any environmental inspections by the Receiver shall be promptly shared by the  
18 Receiver with GSFC, Bank of America (to the extent that Bank of America has an interest in the  
19 property), and Obligors and shall be kept confidential by the Receiver, GSFC, Bank of America,  
20 and Obligors, except same may be (i) shared by the foregoing on a need-to-know basis and with  
21 instructions to keep the same confidential with each party's advisers, agents and representatives  
22 or (ii) used and disclosed by the Obligors, GSFC or their affiliates in connection with any judicial  
23 or regulatory proceeding or investigation. The Receiver may pay for such services from the funds  
24 of the Receivership Estate. Any liability arising therefrom shall be the sole risk and obligation of  
25 the Receivership Estate, and not a personal liability of the Receiver or any other party.

26 26. Plaintiffs and the Receiver are not a "Builder" as defined in California Civil Code  
27 Sections 911 and 936, and are not subject to California Civil Code Section 895, *et seq.*

28 27. The Receiver may, at his discretion, without further Court order, take over,

1 institute, defend, prosecute, intervene in, or seek a blanket stay of, any lawsuits and proceedings  
2 related to the Receivership Estate, any entity holding an interest in the assets that are part of the  
3 Receivership Estate, or the Receiver, including, but not limited to, the issuance of subpoenas,  
4 conducting and participating in discovery, taking depositions, the pursuit of contempt actions, and  
5 otherwise pursue all remedies available by law to ensure compliance with the Receiver's authority  
6 granted herein, in this state or in other states and countries, as may be reasonably necessary in the  
7 Receiver's business judgment to protect the Receivership Estate. Without limiting the generality  
8 of the foregoing, with respect to any litigation pending at the time of entry of this Order, the  
9 Receiver may retain existing counsel, retain new counsel, or both, subject to the California Rules  
10 of Court and any applicable rules of this Court.

11 28. Any individual or entity seeking to initiate legal action against the Receiver or  
12 legal action that in any way, whether directly or indirectly, affects the Receivership Estate –  
13 including, but not limited to, the initiation of a lawsuit, claim, proceeding, recordation of notices  
14 of lis pendens, mechanics' or other liens – must first obtain leave from this Court by way of  
15 noticed motion. To the extent such individual or entity fails to do so, the Receiver is authorized  
16 to appear in such proceeding to obtain a dismissal of the action.

17 29. The Receiver is authorized to pay and discharge out of funds in the Receivership  
18 Estate all of the reasonable and necessary expenses of the Receivership Estate and the reasonable  
19 costs and expenses of operation, maintenance, repair, completion, and all other aspects of the  
20 Receivership Estate and all business conducted thereon, incurred from the time of the Receiver's  
21 appointment forward, including all taxes, governmental assessments, and charges in the nature  
22 thereof lawfully imposed upon the Receivership Estate. Additionally, the Receiver may, in his  
23 sole discretion, pay other reasonable and customary costs and expenses actually incurred prior to  
24 the Receiver's appointment if payment of such items is necessary for the preservation, operation,  
25 care, repair, and maintenance of the Receivership Estate.

26 30. The Receiver shall authorize, approve, and pay all reasonable and necessary  
27 expenditures from the funds available in the Receivership Estate, if any, including, but not limited  
28 to, reasonable and necessary expenses related to leasing, management, operations, security,

1 repair, completion, maintenance, processing and sale of the Collateral.

2 31. Upon receipt by the Receiver of a copy of a recorded Trustee's Deed Upon  
3 Foreclosure, or notice from GSFC that GSFC has accepted a deed in lieu of foreclosure, the  
4 Receiver shall turn over possession, custody, and control of any subject portion of the Collateral  
5 (which shall not include any Bank of America ABL Collateral) affected by such instrument to  
6 GSFC, its designee, or the successful purchaser (whichever is applicable) without further order of  
7 this Court. The Receiver shall then be divested of possession, custody, and control of such  
8 portion of the Collateral and all other portions of the Receivership Estate related thereto, and, to  
9 the fullest extent permitted by existing law, the Receiver shall have no further liability as to such  
10 portion of the Receivership Estate; provided, however, that discharge of the Receiver shall require  
11 a Court order after a properly noticed motion approving the Receiver's Final Account and Report  
12 and exoneration of any Receiver's bond or undertaking. Prior to or upon closing of a sale of the  
13 Obligors' business operations, or sale or transfer of any portion of the Collateral that is real  
14 property, Plaintiffs shall ensure that all costs of administration incurred by the Receiver and his  
15 counsel that are compensable pursuant to Section I.E. of this Order, below, are paid current.

16 32. To the extent that funds coming into the Receivership Estate are insufficient to pay  
17 for the reasonable and necessary operating expenses, administrative expenses, repair costs,  
18 professional fees, and other expenses of the Receivership Estate, including the processing of farm  
19 products and other non-real property Collateral, the Receiver is authorized to obtain financing  
20 from Bank of America or GSFC on the terms set forth in this Order, without further Court order  
21 to obtain funding advances from GSFC or Bank of America and to issue one or more receiver's  
22 certificates to GSFC or Bank of America in an amount to be determined by GSFC or Bank of  
23 America. For the avoidance of doubt, GSFC and Bank of America may, but are not required to,  
24 provide such financing in their sole discretion. Such certificates shall be issued on no less  
25 favorable economic terms, including repayment terms such as an interest rate, and terms and  
26 timing of repayment, as set forth in the current loan documents between Plaintiffs and Obligors or  
27 Bank of America and Obligors, respectively, related to the Collateral for protective advances. All  
28 such receiver's certificates are issued under the authority of this Court and the liens created by

1 them shall have the same priority as GSFC's existing liens on the Collateral and Bank of  
2 America's existing liens on the Bank of America Collateral, as applicable. GSFC, Bank of  
3 America or the Receiver may record any such receiver's certificates with the Tehama County  
4 Clerk and Recorder so as to afford notice to all parties interested in any of the Collateral. The  
5 failure to record any receiver's certificates shall not have any adverse impact on the priority  
6 afforded such receiver's certificates and advances as set forth in this paragraph. In the event that  
7 GSFC or Bank of America (or both) decline to fund one or more receivership certificates, the  
8 Receiver may, by *ex parte* motion filed with the Court, seek an order of the Court accepting the  
9 Receiver's resignation and immediately relieving him of his duties. Upon the entry of any such  
10 order, the Receiver shall be entitled to seek his discharge and the exoneration of his bond by  
11 follow-up noticed motion containing a final account and report, or by stipulation among the  
12 parties to this litigation and an order approving such stipulation entered by this Court.

13 33. The Receiver, or any party to this action, may from time to time, upon legally  
14 required notice to all parties or, if deemed necessary in the movant's sole discretion, on an *ex*  
15 *parte* basis, make application to this Court for further orders instructing the Receiver or for  
16 additional powers on the part of the Receiver to allow it to carry out his duties as described  
17 herein. This Court shall have continuing jurisdiction to hear all issues arising out of or related to  
18 the receivership and the Receiver, whether arising before or after termination of the receivership.

19 34. Except as otherwise required by law, the Receiver and the Receivership Estate  
20 shall have no responsibility for filing federal or state income tax returns. The responsibility for  
21 such filings shall remain exclusively with the Obligor.

22 35. If any of the Obligors file or are the subject of a bankruptcy case during the  
23 receivership, Obligors, GSFC, or the Receiver shall, upon discovering the existence of the  
24 bankruptcy case, promptly give notice of the bankruptcy case to the Court and to all other parties  
25 (including the Receiver if applicable).

26 36. Without the Obligors' prior written approval, any agreement or contract (whether  
27 with a governmental authority or otherwise) entered into or any action taken by, on behalf of or at  
28 the direction of the Receiver will be in the name of and attributed to the Receivership Estate and

1 not the Obligors, and the Obligors, their affiliates, or any of their respective direct or indirect  
2 members, partners, managers, shareholders, officers, directors, employees, agents or  
3 representatives will not have any liability therefor or in connection therewith except as expressly  
4 set forth in the current loan documents between Plaintiffs and Obligors or this Order.

5 37. Notwithstanding anything to the contrary herein, the Obligors shall not be required  
6 hereby to take any action to the extent it would conflict with applicable law.

7 38. If the Receiver transfers any Collateral or any Bank of America Collateral to  
8 GSFC or Bank of America, as applicable, GSFC or Bank of America may enforce its remedies  
9 under applicable law and its loan documents. Nothing in this Order abridges, waives, modifies,  
10 alters, or shall be deemed to abridge, waive, modify, or alter, GSFC or Bank of America's  
11 respective rights and remedies under applicable law or its loan documents.

12 **D. RECEIVER NOT PERSONALLY LIABLE**

13 Except with respect to an act of gross negligence or willful misconduct, Receiver and all  
14 of his principals, directors, shareholders, employees, agents, attorneys, and those acting under his  
15 direction and control shall have quasi-judicial immunity for all acts taken in connection with or  
16 related to the administration of the Receivership Estate. This quasi-judicial immunity shall fully  
17 protect the Receiver and his principals, shareholders, directors, employees, agents, attorneys, and  
18 those acting under his direction and control from any liability whatsoever arising from or related  
19 to, without limitation, the various environmental safety laws and regulations of the United States,  
20 California, or any municipal or other agency therein. Except for acts of gross negligence or  
21 willful misconduct, in undertaking the acts and assuming the responsibilities authorized by this  
22 Order, the debts incurred by the Receiver are solely the debts of the Receivership Estate and shall  
23 in no way be considered personal to any of the Receiver's employees, agents, attorneys, or those  
24 acting under his direction and control. The Receiver shall be permitted and is hereby authorized  
25 to contract with and work on property and other matters of Plaintiffs or the Obligors; and upon  
26 conclusion of this Receivership, the Receiver may continue or commence new work on all or any  
27 portion of the Collateral now constituting part of the Receivership Estate on such terms as the  
28 then-current owner(s) of the Collateral may approve.

1           **E.     REPORTING AND PAYMENT OF RECEIVER'S FEES AND EXPENSES**

2           The Receiver shall, within thirty (30) business days of his qualification hereunder, file in  
3 the above-captioned action an inventory of all property and accounts of which he shall have taken  
4 possession pursuant to this Order, shall promptly file a supplemental inventory of subsequently  
5 obtained property, if any, and he shall file periodic accountings on at least a monthly basis  
6 thereafter, copies of which shall be promptly provided to Plaintiffs, Bank of America, and the  
7 Obligors.

8           The Receiver shall provide monthly reports to the parties pursuant to California Rule of  
9 Court 3.1182; such reports shall not be filed with the Court unless the Court so orders. The  
10 Receiver shall also keep accurate and complete records of:

- 11           i.     Andersen Shelling's Accounts (as defined in the Bank of America Loan  
12                 Documents), including all payments and collections thereon and a detailed aged  
13                 trial balance of all Accounts as of the end of the preceding week, specifying each  
14                 Account's account debtor name and address, amount, invoice date and due date,  
15                 showing any discount, allowance, credit, authorized return or dispute, and  
16                 including such proof of delivery, copies of invoices and invoice registers, copies of  
17                 related documents, repayment histories, status reports and other information as  
18                 Bank of America may reasonably request (the "**Account Records**"); and  
19           ii.    Andersen Shelling's Inventory (as defined in the Bank of America Loan  
20                 Documents), including costs and daily withdrawals and additions (the "**Inventory**  
21                 **Records**", and together with Accounts Reports, the "**ABL Records**").

22           Beginning on the day that is seven calendar days after his appointment, the Receiver shall  
23 provide weekly reports to Bank of America of sales, inventory, collection, reconciliation and  
24 other reports regarding the ABL Records. Nothing in this Order is intended to waive, or shall be  
25 deemed to waive, any reporting requirements of Andersen Shelling under the Bank of America  
26 Loan Documents. provided that the Receiver and Bank of America shall cooperate to ensure that  
27 the actual expense of any such reporting is allocated to Bank of America's share of the Collateral.

28           The Receiver shall provide Bank of America and its employees, representatives,

1 appraisers, and advisors reasonable access to Andersen Shelling's books, records, and other  
2 information as shall be required by Bank of America and to make available, without restriction,  
3 Receiver's and Andersen Shelling's employees, accountants and agents for discussions with Bank  
4 of America and Bank of America's employees, representatives, appraisers and advisors. The  
5 Receiver shall also permit Bank of America and its employees, representatives, appraisers, and  
6 advisors from time to time, subject to one business day's notice and during normal business hours  
7 at times and places convenient for the Receiver to visit and inspect the properties of Andersen  
8 Shelling, inspect, audit and make extracts from Andersen Shelling's books and records. For the  
9 avoidance of doubt, the cost of collecting and providing reports regarding the ABL Records and  
10 providing access to Bank of America as provided herein may be charged against the Bank of  
11 America ABL Collateral (including the proceeds, profits, rents, and revenues thereof) or  
12 otherwise funded by Bank of America in accordance with paragraph I.C.32.

13         The Receiver shall prepare monthly interim statements ("**Receiver's Interim**  
14 **Statements**") reflecting the Receiver's reasonable fees, costs, and expenses actually incurred in  
15 accordance with the terms of this Order for said period in the operation and administration of the  
16 Receivership Estate, pursuant to California Rule of Court 3.1183. Upon completion of a  
17 Receiver's Interim Statement and service by electronic mail of said statement to the parties'  
18 attorneys of record and any other representatives or agents designated by the parties, if Plaintiffs,  
19 Bank of America and Obligors do not provide written objection to such statement, supported by a  
20 factual or legal basis for any objection, within ten (10) business days of service of the statement,  
21 the Receiver shall pay from the funds of the Receivership Estate, if any, the amount of said  
22 statement. Receiver, Obligors, Bank of America and Plaintiffs may agree on up to ten (10) days'  
23 additional time for review prior to Receiver's payment of such statements. Any challenges or  
24 objections to the Receiver's statements shall be made, in writing, and if not resolved by the  
25 parties informally shall be brought to the attention of the Court, on noticed motion or *ex parte*  
26 application, by the Receiver or the objecting party, for resolution. If the Receivership Estate has  
27 insufficient funds to pay any such amount, Plaintiffs or Bank of America shall have the option but  
28 not obligation to pay all or any portion of any such statement in order to protect and preserve their

1 interest in the Collateral, and to add such amounts to the debt secured by the Collateral, pursuant  
2 to Paragraph I.C.32 above. Despite the periodic payment of the Receiver's fees and  
3 administrative expenses, such fees and expenses shall be submitted to the Court for its approval  
4 and confirmation in the form of either a noticed interim request for fees, a stipulation among the  
5 parties, or the Receiver's Final Account and Report, and such payments are subject to  
6 disgorgement until the Court's approval of the Receiver's Final Account and Report.

## 7 **II. PRELIMINARY INJUNCTION**

8 **IT IS FURTHER ORDERED** that (i) Pursuant to California Code of Civil Procedure,  
9 Section 529, subdivision (a), Plaintiffs shall either post a bond or undertaking or deposit cash with  
10 the Court in the total sum of \$10,000 as an undertaking, and (ii) the Obligors and all other  
11 Defendants (referred to from time to time in this Section II as the "**Enjoined Parties**" and each of  
12 them an "**Enjoined Party**"), are ordered and directed to, and shall, do as follows during the  
13 pendency of this action:

14 1. Turnover of Assets: The Enjoined Parties shall turn over to the Receiver the  
15 possession and management of the Collateral and all other property of the Receivership Estate in  
16 the possession, custody, or control of, or otherwise available to, any Enjoined Party.

17 2. Turnover of Licenses, Permits and Taxpayer ID Number: The Enjoined Parties  
18 shall turn over to the Receiver originals or copies of all documents which pertain to all licenses,  
19 permits, or government approvals relating to the Collateral in the possession, custody, or control  
20 of, or otherwise available to, any Enjoined Party, and shall promptly advise the Receiver of the  
21 Obligors' Federal Taxpayer Identification Numbers to be held in confidence and utilized only as  
22 specified hereinabove.

23 3. Notification of Insurance: Paragraph I.C.19 above is incorporated herein by this  
24 reference. In addition to the obligations set forth therein, the Enjoined Parties shall promptly  
25 advise the Receiver as to the nature and extent of insurance coverage for the Collateral and for the  
26 Obligors and their operations. The Obligors shall, within thirty (30) days after the entry of this  
27 Order, name the Receiver and any property or business manager retained by the Receiver (as  
28 specified by the Receiver) as additional insureds on the insurance policy(ies) for the period that

1 the Receiver shall be in possession of the Receivership Estate, any premium therefor shall be  
2 borne and advanced by the Receivership Estate. The Enjoined Parties are prohibited from  
3 canceling, reducing, or modifying any and all insurance coverage currently in existence with  
4 respect to the Receivership Estate or the Obligors and their operations except to the extent such  
5 action may become necessary due to the Receiver's failure to pay premiums as required under  
6 paragraph I.C.19 above.

7 4. Agreements: The Enjoined Parties shall turn over to the Receiver copies or  
8 originals in the possession, custody, or control of, or otherwise available to, any Enjoined Party of  
9 all leases, licenses, repair contracts, or other agreements of any kind whatsoever, whether  
10 currently in effect or lapsed, which relate or related to the Collateral.

11 5. Monies: The Enjoined Parties shall, within five (5) business days after entry of  
12 this Order, turn over to the Receiver all unapplied monies or funds of any type in the account or  
13 accounts (as well as the accounts themselves, including all account numbers and other identifying  
14 information) of any Enjoined Party relating to the Collateral or any other portion of the  
15 Receivership Estate.

16 6. Information Regarding Tenant Payments, If Any: The Enjoined Parties shall  
17 cooperate with the Receiver in: (i) providing to the Receiver a weekly report showing the identity  
18 of tenants at the real property Collateral who made rent payments during the prior week, if any,  
19 and the amount of each tenant's payment, along with the names of the party on whose behalf each  
20 payment was made (the "**Tenant Information**"), to the extent that the Tenant Information is in  
21 the possession, custody or control of, or is otherwise available to, any Enjoined Party, until the  
22 transition described in the following clause has been completed, and (ii) arranging for the  
23 transition of responsibility for providing Tenant Information to the Receiver so that the Receiver  
24 can obtain the Tenant Information directly without the involvement of the Enjoined Parties. The  
25 Enjoined Parties may comply with their obligations hereunder by, among other things, instructing  
26 any bank that has the Tenant Information to redirect the Tenant Information to the Receiver.

27 **IT IS FURTHER ORDERED** that during the pendency of this action, the Enjoined  
28 Parties:

1           7.     Commission of Waste: Shall not commit, by any intentional act, any waste of any  
2 property of the Receivership Estate or any act in violation of law involving the property of the  
3 Receivership Estate, or remove, transfer, encumber, or otherwise dispose of any of the Collateral  
4 or any other part of the Receivership Estate.

5           8.     Collection of Accounts Receivable: Shall not collect, receive, discount, or in any  
6 other way divert or use any of the accounts receivable or other items included in the Receivership  
7 Estate.

8           9.     Interference With Receiver: Shall not directly or indirectly interfere in any  
9 manner with the discharge of the Receiver's duties under this Order or the Receiver's possession,  
10 preservation, operation, processing, repair, or maintenance of the Collateral or any related  
11 litigation; provided that nothing in this Order prohibits or restrains the Obligors from petitioning  
12 the Court with respect to any act or omission undertaken or threatened by the Receiver; and,  
13 provided further, that the Receiver shall keep the Obligors reasonably and promptly informed of  
14 any material updates with respect to any litigation involving or relating to the Collateral; and  
15 Obligors shall not:

16                 a.     Interfere with the Receiver's collection of rents, income, proceeds or  
17 accounts receivable or sales of goods, crops, supplies or equipment used in Obligors' business  
18 operations included within the Receivership Estate.

19                 b.     Dissipate, remove, or secrete any property, inventory, goods, crops  
20 produced on plants, grown or to be grown, products of crops in their unmanufactured state,  
21 supplies or equipment used in farming or shelling operations included within the Receivership  
22 Estate, including, but not limited to (i) contacting any payor of any rents, income, proceeds or  
23 accounts receivable included within the Receivership Estate, (ii) demanding payment from any  
24 payor of any rents, income, proceeds or accounts receivable included within the Receivership  
25 Estate, (iii) cashing any check or other instrument used in paying any rents, income, proceeds or  
26 accounts receivable included within the Receivership Estate, (iv) removing any funds from any  
27 bank account located at any financial institution which constitute collections of rents, proceeds or  
28 accounts receivable included within the Receivership Estate, and (v) refusing to allow or

1 prohibiting, either directly or indirectly, Plaintiffs, Bank of America or the Receiver from  
2 accessing all books and records of the Obligors related to any portion of the Receivership Estate.

3 10. Transfer or Encumbrance of the Collateral: Shall not expend, disburse, transfer,  
4 assign, sell, convey, devise, pledge, mortgage, create a security interest in, encumber,  
5 hypothecate, conceal, or in any other manner whatsoever deal in or dispose of the Obligors'  
6 books and records, to the extent relating to the Receivership Estate, or the whole or any part of  
7 the Receivership Estate, including, but not limited to, rents, proceeds or accounts receivable to the  
8 extent included therein, without prior Court Order.

9 11. Preservation of Property or Plaintiffs' Interest: Shall not do any act which will, or  
10 which will tend to, impair, defeat, divert, prevent, or prejudice the preservation of the Plaintiffs'  
11 interest in the Collateral or any other portion of the Receivership Estate, including rents, income,  
12 proceeds or accounts receivable or sales of goods, crops, supplies or equipment used in Obligors'  
13 business operations to the extent included therein.

14 12. Preservation of Property or Bank of America's Interest: Shall not do any act  
15 which will, or which will tend to, impair, defeat, divert, prevent, or prejudice the preservation of  
16 Bank of America's interest in the Bank of America ABL Collateral or any other portion of the  
17 Receivership Estate, including rents, income, proceeds or accounts receivable or sales of goods,  
18 crops, supplies or equipment used in Obligors' business operations to the extent included therein.

19 **III. FINAL ACCOUNT AND REPORT AND FURTHER INSTRUCTIONS**

20 **IT IS FURTHER ORDERED THAT** the following provisions shall also apply to this  
21 receivership:

22 1. Receiver's Final Account and Report: Not later than forty-five (45) days  
23 after the receivership terminates, the Receiver shall file, serve, and set for hearing his Final  
24 Account and Report. Notice must be given to Plaintiffs, Bank of America, the Obligors, and all  
25 other persons of whom the Receiver is aware who have potential claims against the Receivership  
26 Estate and all other parties entitled to notice under governing law. Notwithstanding the  
27 termination of the receivership, GSFC and Bank of America shall retain all rights in connection  
28 with their respective loan documents with Obligors, and termination of the receivership will not

1 waive, modify, amend or terminate any of the rights of GSFC or Bank of America pursuant to the  
2 terms of such loan documents. The motion to approve the Final Account and Report and for  
3 discharge of the Receiver shall contain the following:

4 a. A declaration under penalty of perjury by the Receiver.

5 b. A summary of receivership accounting which shall include the total  
6 revenues received, the total expenditures identified and enumerated by major categories, and the  
7 net amount of any surplus or deficit, together with evidence of necessary supporting facts.

8 c. A declaration under penalty of perjury from the Receiver or a  
9 representative of the Plaintiffs or any of them containing evidence of the basis for the termination  
10 of the receivership (e.g., trustee sale including a copy of the Trustee's Deed, judicial foreclosure,  
11 transfer by deed in lieu of foreclosure, or sale as to real property Collateral), and admissible  
12 evidence to support an order for the distribution of any surplus, or payment of any deficit, in the  
13 Receivership Estate.

14 2. Further Instructions; Retention of Jurisdiction: Plaintiffs, Bank of  
15 America, Obligors, or the Receiver may at any time apply to this Court, on noticed motion or, if  
16 necessary, *ex parte*, for further or other instructions and for further powers necessary to enable the  
17 Receiver to perform his duties properly. This Court shall have and maintain jurisdiction to hear  
18 any such applications and to resolve any disputes or unresolved issues, known or unknown,  
19 whether now existing or hereafter arising, relating to the Receiver or the Receivership Estate.

20 3. Additional Procedural Matters. As stipulated by Plaintiffs, Bank of  
21 America and Obligors and pursuant to the Court's inherent powers, including but not limited to  
22 Tehama County Superior Court Local Rules 7 and 8, and the Court finding good cause therefor,  
23 the deadline for Plaintiffs to serve process in this matter IS HEREBY STAYED until such future  
24 date as the Court may order and accordingly no Defendants will be required to respond to the  
25 Complaint until such time, upon service of process.

26 4. Notice of Entry of Order: Plaintiffs' counsel shall serve notice of entry of  
27 this Order on all Defendants.

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**IT IS SO ORDERED.**

Dated: 8/8/2024



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JUDGE OF THE SUPERIOR COURT

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APPROVED AS TO FORM:

Dated: August 6, 2024

FRIEDMAN & SPRINGWATER LLP



Ruth Stoner Muzzin  
Catherine M. Roe  
Counsel for Plaintiffs  
GOLDEN STATE FARM CREDIT ACA  
GOLDEN STATE FARM CREDIT PCA  
GOLDEN STATE FARM CREDIT FLCA

Dated: August 6, 2024

KELLER BENVENUTTI KIM LLP

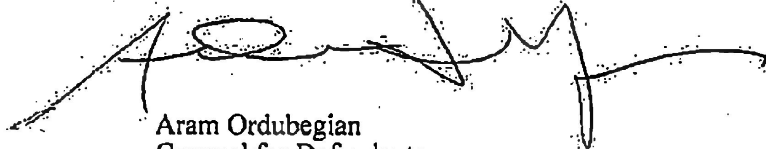
Tobias Keller  
Jane Kim  
Counsel for Defendants  
ANDERSEN & SONS SHELLING, INC.,  
ANDERSEN AND SONS RANCH, INC.,  
A & M FARMING, LLC, J. B. CUSICK  
COMPANY, INC., and FARMERS HILL  
INVESTMENTS, LLC,

Dated: August \_\_, 2024

Counsel for Defendant  
A BUTTER WORLD

Dated: August 6, 2024

ARENTFOX SCHIFF LLP



Aram Ordubegian  
Counsel for Defendants  
MICHAEL JENS ANDERSEN, individually and  
as Trustee of the MICHAEL ANDERSEN AND  
KRISTA ANDERSEN FAMILY TRUST  
DATED MAY 3, 2017, KRISTA MARIE  
ANDERSEN, individually and as Trustee of the  
MICHAEL ANDERSEN AND KRISTA  
ANDERSEN FAMILY TRUST DATED MAY  
3, 2017, PATRICK KNUDT ANDERSEN,  
individually and as Trustee of the PATRICK

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APPROVED AS TO FORM:

Dated: August 6, 2024

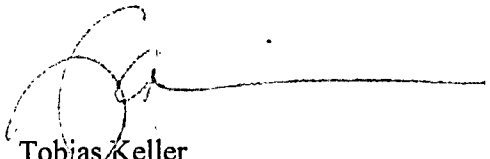
FRIEDMAN & SPRINGWATER LLP



Ruth Stoner Muzzin  
Catherine M. Roe  
Counsel for Plaintiffs  
GOLDEN STATE FARM CREDIT ACA  
GOLDEN STATE FARM CREDIT PCA  
GOLDEN STATE FARM CREDIT FLCA

Dated: August 6, 2024

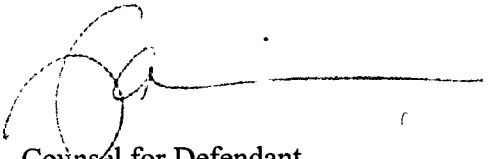
KELLER BENVENUTTI KIM LLP



Tobias Keller  
Jane Kim  
Counsel for Defendants  
ANDERSEN & SONS SHELLING, INC.,  
ANDERSEN AND SONS RANCH, INC.,  
A & M FARMING, LLC, J. B. CUSICK  
COMPANY, INC., and FARMERS HILL  
INVESTMENTS, LLC,

Dated: August 6, 2024

KELLER BENVENUTTI KIM



Counsel for Defendant  
A BUTTER WORLD, LLC

Dated: August 6, 2024

ARENTFOX SCHIFF LLP

Aram Ordubegian  
Counsel for Defendants  
MICHAEL JENS ANDERSEN, individually and  
as Trustee of the MICHAEL ANDERSEN AND  
KRISTA ANDERSEN FAMILY TRUST  
DATED MAY 3, 2017, KRISTA MARIE  
ANDERSEN, individually and as Trustee of the  
MICHAEL ANDERSEN AND KRISTA  
ANDERSEN FAMILY TRUST DATED MAY  
3, 2017, PATRICK KNUDT ANDERSEN,  
individually and as Trustee of the PATRICK

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ANDERSEN AND SHARON J. ANDERSEN  
FAMILY TRUST DATED MAY 3, 2017,  
SHARON JEAN ANDERSEN, individually and  
as Trustee of the PATRICK ANDERSEN AND  
SHARON J. ANDERSEN FAMILY TRUST  
DATED MAY 3, 2017, FRANKLIN KAY  
ANDERSEN, individually and as Trustee of the  
FRANKLIN K. ANDERSEN TRUST DATED  
SEPTEMBER 22, 2016 and the FRANKLIN K.  
ANDERSEN IRREVOCABLE TRUST A,  
DATED JULY 24, 2019

Dated: August 6, 2024

HOLLAND & KNIGHT



Robert J. Labate  
Andrew M. Cummings  
Counsel for Defendant  
BANK OF AMERICA, N.A.

EXHIBIT A

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Exhibit A - Collateral

**GOLDEN STATE FARM CREDIT – Deeds of Trust**

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
1	1	Deed of Trust Assignment of Rents, Security Agreement and Fixture Filing dated April 6, 2022  recorded Tehama County April 18, 2022 and June 15, 2022	Andersen & Sons Ranch Inc. (as a named Borrower and as successor by merger to A.M.P. Farms, Inc.)  A & M Farming, LLC (as a named Borrower and as successor by merger to A & G Orchards, LLC)  Andersen & Sons Shelling, Inc. (as a named Borrower and as successor by merger to Western Nut Company)  Franklin K. Andersen  Franklin K. Andersen Trust dated September 22, 2016  Sharon Andersen  Krista Andersen  Michael Andersen  Patrick Andersen  Patrick Andersen And Sharon J. Andersen Family Trust Dated May 3, 2017	25392 Pennsylvania Ave, Corning, CA [091-330-052-000]  4180 Rowles Road, Vina, CA [079-250-009-000, 079-250-010-000]  4530 Rowles Road, Vina, CA [079-150-019-000 079-150-021-000 079-160-006-000]  (No Situs) West of Highway 99E [079-150-009-000]  3900 Stephens Road, Corning, CA [079-240-007-000]  12262 and 12300 Hwy 99E, Red Bluff, CA [043-150-002-000, 043-150-039-000, 043-150-040-000]  10330 Tyler Road, Red Bluff, CA [037-100-004-000, 037-100-006-000, 037-260-023-000, 037-260-011-000]  25305 Rhode Island Avenue,	079-150-019-000, 079-150-021-000, 079-160-006-000, 079-270-013-000, 079-270-020-000, 079-270-021-000, 079-270-022-000, 043-150-002-000, 043-150-039-000, 043-150-040-000, 091-330-052-000, 091-030-016-000, 091-030-068-000, 091-030-069-000, 091-030-070-000, 091-030-071-000, 091-030-072-000, 091-030-073-000, 079-240-007-000, 079-150-009-000, 079-250-009-000, 079-250-010-000, 037-100-004-000, 037-100-006-000, 037-260-023-000, 037-260-011-000

**Exhibit A - Collateral**

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
			<p>Michael Andersen And Krista Andersen Family Trust Dated May 3, 2017</p> <p>Franklin K. Andersen Irrevocable Trust A, dated July 24, 2019</p> <p>A Butter World, LLC</p>	<p>Corning, CA &amp; 25333 Connecticut Avenue, Corning, CA</p> <p>[091-030-016-000, 091-030-068-000, 091-030-069-000, 091-030-070-000, 091-030-071-000, 091-030-077-000</p> <p>3850 Vadney Ave, Corning, CA</p> <p>[079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000]</p>	
2	8	<p>Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 12, 2023</p> <p>recorded Tehama County May 26, 2023</p>	<p>Andersen and Sons Ranch, Inc.</p> <p>Andersen &amp; Sons Shelling, Inc.</p> <p>A &amp; M Farming, LLC (individually and as successor-in-interest to A &amp; L Properties, LLC)</p> <p>Franklin K. Andersen</p> <p>Franklin K. Andersen also known as Franklin Kay Andersen, Trustee of the Franklin K. Andersen Trust dated September 22, 2016</p> <p>Franklin K. Andersen Irrevocable Trust A, dated July 24, 2019</p>	<p>25392 Pennsylvania Ave, Corning, CA 079-150-019</p> <p>[091-330-052-000]</p> <p>4180 Rowles Road, Vina, CA</p> <p>[079-250-009-000, 079-250-010-000]</p> <p>4530 Rowles Road, Vina, CA</p> <p>[079-150-019-000 079-150-021-000 079-160-006-000 Ptn]</p> <p>(No Situs) West of Highway 99E</p> <p>[079-150-009-000]</p> <p>3900 Stephens Road, Corning,</p>	<p>079-150-019-000,</p> <p>079-150-021-000,</p> <p>079-160-006-000,</p> <p>079-270-013-000,</p> <p>079-270-020-000,</p> <p>079-270-021-000,</p> <p>079-270-022-000,</p> <p>043-150-002-000,</p> <p>043-150-039-000,</p> <p>043-150-040-000,</p> <p>091-330-052-000,</p> <p>091-030-016-000,</p> <p>091-030-068-000,</p> <p>091-030-069-000,</p> <p>091-030-070-000,</p> <p>091-030-071-000,</p>

Exhibit A - Collateral

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
			Sharon Andersen Michael Andersen Krista Andersen Patrick Andersen Patrick Andersen And Sharon J. Andersen Family Trust Dated May 3, 2017 Michael Andersen And Krista Andersen Family Trust Dated May 3, 2017 A Butter World	CA [079-240-007-000] 12262 and 12300 Hwy 99E, Red Bluff, CA [043-150-002-000, 043-150-039-000, 043-150-040-000] 10330 Tyler Road, Red Bluff, CA [037-100-004-000, 037-100-006-000, 037-260-023-000, 037-260-011-000] 25305 Rhode Island Avenue, Corning, CA & 25333 Connecticut Avenue, Corning, CA [091-030-016-000, 091-030-068-000, 091-030-069-000, 091-030-070-000, 091-030-071-000, 091-030-077-000 3850 Vadney Ave, Corning, CA [079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000] 25040 63 <sup>rd</sup> Ave, Los Molinos, CA [045-310-006-000	091-030-077-000 079-240-007-000, 079-150-009-000, 079-250-009-000, 079-250-010-000, 037-100-004-000, 037-100-006-000, 037-260-023-000, 037-260-011-000 045-310-006-000 045-070-001-000 047-010-002-000

Exhibit A - Collateral

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
				047-010-002-000]  24365 Oklahoma Avenue, Red Bluff, CA [045-070-001-000]	
3	12	Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated April 11, 2017  recorded Tehama County April 18, 2017	Andersen And Sons Ranch, Inc.(as a named Borrower and as successor by merger to A.M.P. Farms. Inc.)  Andersen & Sons Shelling, Inc.  Sharon Andersen Aka Sharon J Andersen  Michael Andersen  Franklin K. Andersen  Krista Andersen  Patrick Andersen  Franklin K. Andersen Trust dated September 22, 2016	4215 Stephens Road, Corning, CA [079-230-013-000]	079-230-013-000
4	13	Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 15, 2017  recorded Tehama County May 30, 2017	Sharon Andersen  Michael Andersen  Krista Andersen  A & M Farming, LLC (As Successor-In-Interest to A.M.P. Farms, Inc.)	4145 Rowles Road, Vina, CA [079-270-001-000]	079-270-001-000

**Exhibit A - Collateral**

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
			<p>Andersen And Sons Ranch, Inc.</p> <p>Patrick Knut Andersen</p> <p>Andersen &amp; Sons Shelling, Inc.</p> <p>Patrick Andersen And Sharon J. Andersen Family Trust Dated May 3, 2017</p> <p>Michael Andersen And Krista Andersen Family Trust Dated May 3, 2017; Franklin K. Andersen, And Franklin K. Andersen Trust Dated September 22, 2016</p>		
5	14	<p>Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 10, 2019</p> <p>recorded Glenn County July 17, 2019</p>	<p>A&amp;M Farming, LLC (as a named Borrower and as successor-in-interest to A.M.P. Farms, Inc.)</p> <p>Andersen and Sons Ranch, Inc.</p> <p>Michael Andersen</p> <p>Michael Andersen and Krista Andersen Family Trust established May 3, 2017</p> <p>Patrick Andersen</p> <p>Patrick Andersen and Sharon J. Andersen Family Trust established May 3, 2017</p>	<p>3669 County Road U, Orland, CA [037-430-004-000 037-430-005-000, 037-430-006-000]</p>	<p>037-430-004-000 037-430-005-000 037-430-006-000</p>

Exhibit A - Collateral

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
			Franklin K. Andersen  Franklin K. Andersen Trust established September 22, 2016  Sharon Andersen aka Sharon J Andersen  Krista Andersen		
6	15	Deed of Trust and Assignment of Rents (Clementino) dated July 15, 2019  recorded Glenn County July 17, 2019	A&M Farming, LLC (as successor-in-interest to A.M.P. Farms, Inc.)  Andersen and Sons Ranch, Inc.  Michael Andersen  Michael Andersen and Krista Andersen Family Trust established May 3, 2017  Patrick Andersen  Patrick Andersen and Sharon J. Andersen Family Trust established May 3, 2017  Franklin K. Andersen  Franklin K. Andersen Trust established September 22, 2016  Sharon Andersen  Krista Andersen	3669 County Road U, Orland, CA [037-430-004-000 037-430-005-000, 037-430-006-000]	037-430-004-000 037-430-005-000 037-430-006-000  Excepting therefrom the unattached manufactured home located thereon.

Exhibit A - Collateral

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
7	17	Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated August 17, 2021  recorded Tehama County August 27, 2021 recorded Butte County August 30, 2021	Michael Andersen and Krista Andersen Family Trust dated May 3, 2017 Michael Andersen Krista Andersen  J. B. Cusick Company, Inc.	3640 & 3700 Vadney Ave, Vina, CA [079-270-007-000 079-270-008-000]  (No Situs) Western Terminus of Kelly Lane [047-060-052-000]	079-270-007-000 079-270-008-000 047-060-052-000 Ptn
8	20	Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated December 5, 2019  recorded Tehama County December 12, 2019	A Butter World, LLC KamCo Group, LLC Farmers Hill Investments LLC Michael Andersen  Michael Andersen and Krista Andersen Family Trust established May 3, 2017 Patrick Andersen  Patrick Andersen and Sharon J. Andersen Family Trust established May 3, 2017 Sharon Andersen Krista Andersen	25392 Pennsylvania Ave [091-330-052-000]  4530 Rowles Road, Vina, CA [079-150-019-000 079-150-021-000 079-160-006-000]  12262 and 12300 Hwy 99E, Red Bluff, CA [043-150-002-000, 043-150-039-000, 043-150-040-000]  3850 Vadney Ave, Corning, CA [079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000]	079-150-019-000 079-150-021-000 079-160-006-000 Ptn 079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000 043-150-002-000 043-150-039-000 043-150-040-000 Ptn 091-330-052-000
9	22	Notice of Advance Under Deed of Trust	A Butter World, LLC	4530 Rowles Road, Vina, CA [079-150-019-000]	079-150-019-000 079-150-021-000

Exhibit A - Collateral

Item No.	Faris Dec. Ex.	Document	Obligors	Property Pledged	Real Property APN(s)
		dated September 30, 2020  recorded Tehama County October 14, 2020	KamCo Group, LLC  International Marketing Consultants  Farmers Hill Investments LLC  Michael Andersen  Michael Andersen and Krista Andersen Family Trust established May 3, 2017  Patrick Andersen  Patrick Andersen and Sharon J. Andersen Family Trust established May 3, 2017  Sharon Andersen  Krista Andersen	079-150-021-000 079-160-006-000]  12262 and 12300 Hwy 99E, Red Bluff, CA [043-150-002-000, 043-150-039-000, 043-150-040-000]  3850 Vadney Ave, Corning, CA [079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000]  25392 Pennsylvania Ave [091-330-052-000]	079-160-006-000 079-270-013-000 079-270-020-000 079-270-021-000 079-270-022-000 043-150-002-000 043-150-039-000 043-150-040-000 Ptn 091-330-052-000

Exhibit A - Collateral

**GOLDEN STATE FARM CREDIT – UCC Filings  
Personal Property Filings**

	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
10	10	CA SOS UCC Filing # 177605072247  dated September 11, 2017  Lapse Date: September 11, 2027	ANDERSEN & SONS SHELLING, INC. ANDERSEN AND SONS RANCH, INC. SHARON JEAN ANDERSEN PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST A.M.P. FARMS, INC. FRANKLIN KAY ANDERSEN KRISTA MARIE ANDERSEN MICHAEL JENS ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST PATRICK KNUDT ANDERSEN WESTERN NUT COMPANY A & M FARMING, LLC A & G ORCHARDS, LLC A BUTTER WORLD, LLC	“Equipment” shall consist of all goods of the Debtor that are not inventory, farm products, or consumer goods. Equipment includes, but is not limited to, all processing, packing, hulling/shelling/drying machinery, equipment and fixtures of every nature and description whatsoever, now owned or hereafter acquired by Debtor, wherever located, including all machinery, manufacturing equipment, shop equipment, furnishings, furniture, record keeping equipment, and vehicles, together with all accessions, parts, embedded software, attachments, accessories, tools, and dies, or appurtenances thereto intended for use in connection therewith, and all substitutions, betterments, and replacements thereof and additions thereto. “Accounts” consist of the Debtor’s right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) for services rendered or to be rendered; (iii) for a policy of insurance issued or to be issued; (iv) for a secondary obligation incurred or to be incurred; (v) for energy provided or to be provided; (vi) for the use or hire of a vessel under a charter or other contract; (vii) arising out of the use of a credit card or charge card or information contained on or for use with the card; (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state; or (ix) for health-care-insurance receivables. “Inventory” consists of all inventory and goods, other than farm products, which (i) are leased by Debtor as lessor, (ii) are held by Debtor for sale or lease or to be furnished under a contract of service, (iii) are furnished by Debtor under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in business. “General Intangibles” shall consist of all personal property now owned or hereafter acquired by the Debtor, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, goods, instruments, investment property, letter of credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles shall also include all payment intangibles now held or hereafter acquired by Debtor and all software now owned or hereafter acquired by Debtor, which is not encompassed by the term “Goods,” and all supporting information pertaining or relating thereto. General Intangibles include, but are not limited to, intellectual property, rights that arise under a license of intellectual property, including the right to exploit the intellectual property without liability for infringement,

**Exhibit A - Collateral**

	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
			PATRICK KNUDT ANDERSEN	and the right to payment of a loan of funds that is not evidenced by chattel paper or an instrument. "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic chattel paper. Debtor agrees that it will assist Lender in obtaining control of electronic chattel paper by (i) creating a single authoritative copy of the record(s) existing which is unique and identifiable, (ii) ensuring that the authoritative copy identifies the Lender as the assignee of the record(s), and (iii) ensuring that the authoritative copy is communicated to and maintained by the Lender or its designated custodian. Copies or revisions that add or change an identified assignee of the authoritative copy can be made only with the participation of the Lender. Debtor agrees that each copy or authoritative copy and any copy of a copy shall be readily identifiable as a copy that is not the authoritative copy, and any revision of any authoritative copy is readily identifiable as an authorized or unauthorized revision. the payment of a monetary obligation, and are of a type that in the ordinary course of business are transferred by delivery with all necessary endorsements or assignments. Instruments are not themselves security agreements or leases. The term does not include investment property, letters of credit, or writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.
11	2	CA SOS UCC Filing # U230007333931  dated January 31, 2023	ANDERSEN AND SONS RANCH, INC. A & M FARMING, LLC MICHAEL JENS ANDERSEN PATRICK KNUDT	"Farm Products" shall consist of all Debtor's goods, other than standing timber, with respect to which Debtor is engaged in a farming operation and which are: (i) crops grown, growing, or to be grown, including but not limited to crops produced on plants, trees, vines, and bushes, and aquatic goods produced in aquacultural operations; (ii) supplies used or produced in Debtor's farming operation; or (iii) products of crops in their unmanufactured states. "Accounts" consist of the Debtor's right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to

**Exhibit A - Collateral**

	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
		Lapse Date: January 31, 2028	ANDERSEN KRISTA MARIE ANDERSEN SHARON JEAN ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST ANDERSEN & SONS SHELLING, INC.	be sold, leased, licensed, assigned, or otherwise disposed of; (ii) for services rendered or to be rendered; (iii) for a policy of insurance issued or to be issued; (iv) for a secondary obligation incurred or to be incurred; (v) for energy provided or to be provided; (vi) for the use or hire of a vessel under a charter or other contract; (vii) arising out of the use of a credit card or charge card or information contained on or for use with the card; (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state; or (ix) for health-care-insurance receivables. "Inventory" consists of all inventory and goods, other than farm products, which (i) are leased by Debtor as lessor, (ii) are held by Debtor for sale or lease or to be furnished under a contract of service, (iii) are furnished by Debtor under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in business. "General Intangibles" shall consist of all personal property now owned or hereafter acquired by the Debtor, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, goods, instruments, investment property, letter of credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles shall also include all payment intangibles now held or hereafter acquired by Debtor and all software now owned or hereafter acquired by Debtor, which is not encompassed by the term "Goods," and all supporting information pertaining or relating thereto. General Intangibles include, but are not limited to, intellectual property, rights that arise under a license of intellectual property, including the right to exploit the intellectual property without liability for infringement, and the right to payment of a loan of funds that is not evidenced by chattel paper or an instrument. "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic

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				chattel paper. Debtor agrees that it will assist Lender in obtaining control of electronic chattel paper by (i) creating a single authoritative copy of the record(s) existing which is unique and identifiable, (ii) ensuring that the authoritative copy identifies the Lender as the assignee of the record(s), and (iii) ensuring that the authoritative copy is communicated to and maintained by the Lender or its designated custodian. Copies or revisions that add or change an identified assignee of the authoritative copy can be made only with the participation of the Lender. Debtor agrees that each copy or authoritative copy and any copy of a copy shall be readily identifiable as a copy that is not the authoritative copy, and any revision of any authoritative copy is readily identifiable as an authorized or unauthorized revision. "Instruments" consist of all negotiable instruments and other writings owned or acquired by the Debtor that evidence a right to the payment of a monetary obligation, and are of a type that in the ordinary course of business are transferred by delivery with all necessary endorsements or assignments. Instruments are not themselves security agreements or leases. The term does not include investment property, letters of credit, or writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.
12	7	DE SOS UCC Filing # 20233888301  dated May 26, 2023  Lapse Date: May 26, 2028	A BUTTER WORLD, LLC	"Equipment" shall consist of all goods of the Debtor that are not inventory, farm products, or consumer goods. Equipment includes, but is not limited to, all equipment and fixtures of every nature and description whatsoever, now owned or hereafter acquired by Debtor, wherever located, including all machinery, manufacturing equipment, shop equipment, furnishings, furniture, record keeping equipment, and vehicles, together with all accessions, parts, embedded software, attachments, accessories, tools, and dies , or appurtenances thereto intended for use in connection therewith, and all substitutions, betterments, and replacements thereof and additions thereto. FOR SPECIFIC EQUIPMENT DESCRIPTION SEE BELOW: All Processing, hulling/shelling/drying machinery, equipment, farm equipment, irrigation equipment, tools, and fixtures, now owned or hereafter acquired "Accounts" consist of the Debtor's right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; (ii) for services rendered or to be rendered; (iii) for a policy of insurance issued or to be issued; (iv) for a secondary obligation incurred or to be incurred ; (v) for energy

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
				<p>provided or to be provided; (vi) for the use or hire of a vessel under a charter or other contract; (vii) arising out of the use of a credit card or charge card or information contained on or for use with the card; (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state; or (ix) for health-care insurance receivables. "Inventory" consists of all inventory and goods, other than farm products, which (i) are leased by Debtor as lessor, (ii) are held by Debtor for sale or lease or to be furnished under a contract of service, (iii) are furnished by Debtor under a contract of service, or (iv) consist of raw materials, work in process, or materials used or consumed in business. "General Intangibles" shall consist of all personal property now owned or hereafter acquired by the Debtor, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, goods, instruments, investment property, letter of 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral) credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. General Intangibles shall also include all payment intangibles now held or hereafter acquired by Debtor and all software now owned or hereafter acquired by Debtor, which is not encompassed by the term "Goods," and all supporting information pertaining or relating thereto. General Intangibles include, but are not limited to, intellectual property, rights that arise under a license of intellectual property, including the right to exploit the intellectual property without liability for infringement, and the right to payment of a loan of funds that is not evidenced by chattel paper or an instrument. "Chattel Paper" shall consist of all records now held or hereafter acquired by Debtor that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include (i) charters or other contracts involving the use</p>

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
				<p>or hire of a vessel, or (ii) records that evidence a right to payment arising out of the use of a credit card or charge card of information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper. The definition of chattel paper includes electronic chattel paper. Debtor agrees that it will assist Lender in obtaining control of electronic chattel paper by (i) creating a single authoritative copy of the record(s) existing which is unique and identifiable, (ii) ensuring that the authoritative copy identifies the Lender as the assignee of the record(s), and (iii) ensuring that the authoritative copy is communicated to and maintained by the Lender or its designated custodian. Copies or revisions that add or change an identified assignee of the authoritative copy can be made only with the participation of the Lender. Debtor agrees that each copy or authoritative copy and any copy of a copy shall be readily identifiable as a copy that is not the authoritative copy, and any revision of any authoritative copy is readily identifiable as an authorized or unauthorized revision. "Instruments" consist of all negotiable instruments and other writings owned or acquired by the Debtor that evidence a right to the payment of a monetary obligation, and are of a type that in the ordinary course of business are transferred by delivery with all necessary endorsements or assignments. Instruments are not themselves security agreements or leases. The term does not include investment property, letters of credit, or writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card.</p>

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**GOLDEN STATE FARM CREDIT – UCC Filings  
Fixture Filings**

	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
13	29	CA SOS UCC Filing # 167557817946,  dated November 23, 2016  Lapse Date: November 23, 2026	ANDERSEN AND SONS RANCH, INC FRANKLIN K. ANDERSEN TRUST FRANKLIN KAY ANDERSEN PATRICK KNUDT ANDERSEN A & M FARMING, LLC KRISTA MARIE ANDERSEN SHARON JEAN ANDERSEN ANDERSEN & SONS SHELLING, INC.	Fixtures and personal property as described therein related to a Deed of Trust.
14	11	CA SOS UCC Filing # CA SOS UCC Filing # 177581280241  dated April 20, 2017  Lapse Date: April 20, 2027	MICHAEL JENS ANDERSEN PATRICK KNUDT ANDERSEN KRISTA MARIE ANDERSEN SHARON JEAN ANDERSEN ANDERSEN & SONS SHELLING, INC. FRANKLIN K. ANDERSEN TRUST DATED SEPTEMBER 22, 2016 FRANKLIN KAY	Fixtures and personal property as described therein related to a Deed of Trust.

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
			ANDERSEN ANDERSEN AND SONS RANCH, INC.	
15	16	CA SOS UCC Filing # 177588043578  dated May 31, 2017  Lapse date: May 31, 2027	PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST PATRICK KNUDT ANDERSEN SHARON JEAN ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST KRISTA MARIE ANDERSEN MICHAEL JENS ANDERSEN ANDERSEN AND SONS RANCH, INC. ANDERSEN & SONS SHELLING, INC. FRANKLIN K. ANDERSEN TRUST DATED SEPTEMBER 22, 2016 FRANKLIN KAY ANDERSEN	Fixtures and personal property as described therein related to a Deed of Trust.
16	18	CA SOS UCC Filing #	MICHAEL ANDERSEN AND	Fixtures and personal property as described therein related to a Deed of Trust.

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
		197704628822  dated March 29, 2019  Lapse Date: March 29, 2029	KRISTA ANDERSEN FAMILY TRUST KRISTA MARIE ANDERSEN MICHAEL JENS ANDERSEN J. B. CUSICK COMPANY, INC.	
17	19	CA SOS UCC Filing # 197725745027  dated July 31, 2019  Lapse Date: July 31, 2029	A & M FARMING, LLC PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST PATRICK KNUDT ANDERSEN SHARON JEAN ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST KRISTA MARIE ANDERSEN MICHAEL JENS ANDERSEN ANDERSEN AND SONS RANCH, INC. FRANKLIN K. ANDERSEN TRUST DATED SEPTEMBER 22, 2016 FRANKLIN KAY ANDERSEN	Fixtures and personal property as described therein related to a Deed of Trust.

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
18	21	CA SOS UCC Filing # 197752826198  dated December 18, 2019  Lapse Date: December 18, 2029	MICHAEL JENS ANDERSEN FARMERS HILL INVESTMENTS, LLC, ANDERSEN AND SONS RANCH, INC., PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST, SHARON JEAN ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST PATRICK KNUDT ANDERSEN KRISTA MARIE ANDERSEN	Fixtures and personal property as described therein related to a Deed of Trust.
19	6	DE SOS UCC Filing # 20226550685  dated August 4, 2022  Lapse Date: August 4, 2027	A BUTTER WORLD, LLC	Fixtures and personal property as described therein related to a Deed of Trust.
20	23	CA SOS UCC Filing # U230038644029  dated May 30, 2023	A & L PROPERTIES, LLC, A & M FARMING, LLC ANDERSEN & SONS SHELLING, INC. ANDERSEN & SONS	Fixtures and personal property as described therein related to a Deed of Trust.

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	<b>Faris Dec. Exs.</b>	<b>Document</b>	<b>Obligors</b>	<b>Property Pledged</b>
		Lapse Date: May 30, 2023	RANCH, INC. PATRICK KNUDT ANDERSEN SHARON JEAN ANDERSEN PATRICK ANDERSEN AND SHARON J. ANDERSEN FAMILY TRUST, MICHAEL JENS ANDERSEN KRISTA MARIE ANDERSEN MICHAEL ANDERSEN AND KRISTA ANDERSEN FAMILY TRUST	

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**BANK OF AMERICA**

	<b>Faris Dec. Ex.</b>	<b>Document</b>	<b>Borrowers</b>	<b>Property Pledged</b>
21	4	CA SOS UCC Filing # U210071015109 dated July 30, 2021 Lapse date July 30, 2026	ANDERSEN & SONS SHELLING, INC.	All person property and assets of the Debtor, whether now owned or hereafter acquired and wherever located.
22	9	Deed of Trust Assignment of Rents, Security Agreement and Fixture Filing dated July 1, 2024  recorded Tehama County July 2, 2024	ANDERSEN & SONS RANCH INC. A & M FARMING, LLC	<p><u>Andersen &amp; Sons Ranch, Inc. Property</u></p> <p>Parcel 1 : APN# 079-150-019-000 Parcel 2 : APN# 079-150-021-000; 079-160-006-000 Parcel 3: APN# 079-270-013-000; 079-270-020-000; 079-270-021-000; 079-270-022-000 Parcel 4: APN# 043-150-002-000; 043-150-039-000; 043-150-040-000 Parcel 5: APN# 091-330-052-000</p> <p><u>A &amp; M Farming, LLC Property</u></p> <p>Parcel 1: Lot 1 in block 157 of Maywood Colony No. 20; Lot 2 in block 157 of Maywood Colony No. 20 Parcel 2: Lot 3 and the east 66 feet of lot 4 in block 157 of Maywood Colony No. 20 Parcel 3: That portion of lot 6 and the west half of the west half of lot 7, and that portion of lot 2, lying west of the northerly continuation of the east line of the west half of the west half of lot 7, all in block 155 of Maywood Colony No. 20</p>

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				<p>Parcel 4 : All that portion of lots 2 and 7, block 155 of Maywood Colony No. 20  Parcel 5: All that portion of lot 7 and lot 8, block 155 of Maywood Colony No. 20  Parcel 6: All that portion of lot 7 and lot 8, block 155 of Maywood Colony No. 20  Parcel 8 : A portion of Lots 3 and 4 of Block 155 of Maywood Colony No. 20  Parcel 9: APN# 037-260-023-000; 037-260-011-000  Parcel 10: APN# 037-100-004-000; 037-100-006-000  Parcel 18: APN# 045-310-006-000  Parcel 19: APN# 045-070-001-000  Parcel 20: APN# 047-010-002-000</p>
23	27	<p>Deposit Account Control Agreement (Account-Without Activation) for account number 1416217396 dated as of August 6, 2021 among Andersen &amp; Sons Shelling, Inc., Bank of America, N.A., as Lender and Bank of America, N.A., as Bank</p>	<p>Andersen &amp; Sons Shelling, Inc.</p>	<p>Bank of America, N.A. Deposit Account Number 1416217396</p>
24	28	<p>Security Interest in Intellectual Property for Trademark Registration #6397051 ("Glenda's Farmhouse") dated as of July 30, 2021 from Andersen &amp; Sons Shelling, Inc. to Bank of America, N.A. recorded with the USPTO Trademark Division on July 30, 2021 at Reel 7371/ Frame: 0627</p>	<p>Andersen &amp; Sons Shelling, Inc.</p>	<p>Trademark Registration #6397051 ("Glenda's Farmhouse")</p>