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Attorney for Plaintiff  
 LANGTRY FARMS, LLC

FILED  
 SUPERIOR COURT  
 COUNTY OF LAKE

JUN 08 2021

Krista D. LeVier

BY Melissa Perry  
 Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LAKE

LANGTRY FARMS, LLC, a Delaware  
 Limited Liability Company

Plaintiff,

v.

HUGH REIMERS, an individual;  
 TORICK FARMS, LLC, a California  
 Limited Liability Company; and  
 DOES 1-20.

Defendants.

CASE NO. CV421774

**DECLARATION OF EASTON MANSON  
 IN SUPPORT OF PLAINTIFF LANGTRY  
 FARMS, LLC'S OPPOSITION TO CROSS-  
 COMPLAINANT TORICK FARMS,  
 LLC'S REQUEST FOR PRELIMINARY  
 INJUNCTION**

AND RELATED CROSS-ACTION. \_\_

I, Easton Manson, hereby state and declare:

1. I have served as the President of Langtry Farms, LLC ("Langtry Farms") since 2005. In that role I have authority and decision making over the activities of Langtry Farms. Until December of 2020, I also served as the President of Guenoc Winery, Inc. ("GWI"). GWI operated the Langtry Farms winery from 1980 to 2013 and again from July 2020 to December 2020. While

1 serving as the President of GWI from 2003 to December 2020, I had authority and decision  
2 making power for the corporation.

3 2. Langtry Farms owns and farms vineyards in Lake County and Napa County.  
4 During the 2020 harvest year, smoke from wildfires impacted the vineyards resulting in Langtry  
5 Farms' grapes suffering from smoke exposure. The smoke impacts were confirmed by recognized  
6 testing through ETS Laboratories. A true and correct copy of the ETS Laboratories test results  
7 dated October 7, 2020 from Langtry Farms' bucket fermented grapes sampled on or about  
8 September 10, 2020 is attached hereto as Exhibit A.

9 3. In September, 2020, Eric Stine asked me to meet with Hugh Reimers regarding his  
10 proposal to purchase the smoke impacted grapes from Langtry Farms and to use those smoke  
11 impacted grapes to produce wine at Langtry Farms' winery facility. I rejected Mr. Reimers's offer  
12 to collaborate on producing wine from Langtry Farms' smoke impacted grapes. I also rejected  
13 Mr. Reimers's proposal to split the profits from the salvage scheme.

14 4. At the time of Mr. Reimers's proposal, and continuing through the remainder of  
15 2020, GWI's winemaker was Eric Stine. I am informed and believe that Eric Stine formerly  
16 worked directly for Mr. Reimers at Foley Family Wines for several years. Mr. Reimers was the  
17 President of Foley Family Wines and Eric Stine was responsible for winemaking.

18 5. I was aware in September and October 2020 that there was substantial smoke  
19 impact throughout the Lake, Napa and Sonoma County wine grape growing area. I made it clear  
20 to GWI and Langtry Farms employees, including Mr. Stine, that I did not want smoke-tainted  
21 wine made at or brought to the winery facility. Langtry Farms uses large wooden oak tanks to  
22 store wine, and I was concerned about the impact of smoke-tainted wine on that equipment and  
23 reputational issues associated with processing and storing smoke-tainted wine.

24 6. In September and October 2020, Langtry Farms winery, which was at the time  
25 operated by GWI, received several deliveries of Pinot Noir winegrapes from vineyards in Sonoma  
26 County. Mr. Stine disclosed that the Pinot Noir had been rejected but he assured me that the fruit  
27 was not smoke tainted. Mr. Stine did not disclose which winery rejected the Pinot Noir fruit.

1 Those grapes were received and receipts therefor were provided on formal weighmaster  
2 certificates to Krasilsa Pacific Farms, LLC and Torick Farms, LLC. I was informed and believe  
3 that Hugh Reimers acts as manager for both of those entities. Weighmaster receipts are the type  
4 of receipts issued for the delivery of winegrapes to the Langtry Farms' winery.

5 7. I have become aware that Mr. Stine, acting in excess of his authority, proposed a  
6 standard form custom crush contract to Mr. Reimers for processing smoke-impacted Pinot Noir  
7 winegrapes for the 2020 harvest. However, that contract was never signed by Langtry Farms. I  
8 overruled Mr. Stine's proposal to use a standard form custom crush contract for processing grapes  
9 that were smoke-impacted. Instead I required that Mr. Reimers agree to a Salvage Agreement For  
10 Custom Wine Production Services. A true and correct copy of that proposed salvage agreement is  
11 the attachment included with the email attached hereto as Exhibit B.

12 8. Mr. Stine did not have authority to enter into oral contracts for grape processing.  
13 GWI requires that all custom crush clients enter into written contracts.

14 9. Mr. Reimers did not sign and return the Salvage Agreement For Custom Wine  
15 Production Services. Instead, on October 31, 2020, Mr. Reimers emailed me and represented that  
16 the recently delivered grapes had "no smoke taint or other quality issues and should not be  
17 regarded as salvage." A true and correct copy of the email chain including that email is attached  
18 hereto as Exhibit C.

19 10. As shown in Exhibit C, my office followed up with Mr. Reimers on November 19,  
20 2020 requesting that Mr. Reimers provide us with his winery bond number. Mr Reimers did not  
21 respond.

22 11. During the same time period, Mr. Reimers persisted in his scheme to purchase  
23 Langtry Farms' smoke-impacted grapes. After confirming with Langtry Farms' insurance adjuster  
24 that Langtry Farms had a duty to mitigate the smoke damage losses of the insurance company, I  
25 agreed to enter into a grape salvage agreement. On October 26, 2020 Langtry Farms executed a  
26 Salvage Grape Purchase Agreement with Torik <sic> Farms, LLC, signed by Mr. Reimers as  
27 Manager for Torik Farms, LLC, which represented itself as a "Winery." The Salvage Grape  
28

1 Purchase Agreement expressly stated that the grapes were sold “as-is” due to “industry wide  
2 smoke taint issues” and that Langtry Farms “will not provide any custom crush or storage  
3 services to Winery.” A true and correct copy of that agreement is attached hereto as Exhibit D.

4 12. The Langtry Farms grapes that were purchased under the Salvage Grape Purchase  
5 Agreement were harvested and delivered to a winery in Ukiah, Mendocino County called Yokayo  
6 Wine Company for processing on October 27-31, November 2, and November 4, 2020. Those  
7 lots included the highlighted items in the Exhibit A smoke taint results.

8 13. I have since become aware that on November 6, 2020, unbeknownst to me at the  
9 time, Mr. Stine and Mr. Reimers arranged to have the bulk wine produced at Yokayo Wine  
10 Company from the Langtry Farms smoke-impacted grapes transferred to Langtry Farms’ winery.  
11 Mr. Stine concealed this transfer of smoke-tainted wine from me. After Mr. Stine was terminated,  
12 Melissa Hackett informed me that she discovered the Yokayo-crushed wine in our system and  
13 located weightags for the delivery of which we were previously unaware.

14 14. Mr. Stine further concealed the transfers by deleting over 4,000 documents and  
15 communications from the winery computer systems in January of 2021. Via his counsel, Mr.  
16 Stine subsequently returned electronic materials that he had taken from the winery, including the  
17 email attached as Exhibit B from Mr. Reimers to Mr. Stine forwarding the Salvage Agreement  
18 For Custom Wine Production Services.


19 15. On February 5, 2021, the lots of remaining wine that had been stored at Langtry  
20 Farms from Krasilsa and Torick were sent for testing at ETS Laboratories. Those results show  
21 that all of the wine has indicators of smoke taint.

22 16. Upon discovery that Mr. Reimers had introduced smoke-tainted wine into the  
23 Langtry Farms winery facility, and after determining that we could not reuse the wooden oak  
24 tanks and barrels as a result, I invoiced Mr. Reimers and Torick Farms for the storage charges,  
25 which included the cost of replacing the wooden oak tanks.

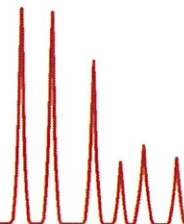
26 17. Bogle has not yet requested shipment on the wine that is subject to the Court’s  
27 May 25<sup>th</sup> written Order. I understand that they are conducting further testing for smoke taint after  
28

1 receiving their pre-delivery samples and after conducting sensory evaluations that revealed smoke  
2 taint.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing matters are true and correct to the best of my knowledge and that this declaration was  
5 executed on 6/8/21, 2021, at Lake County California.

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9 Easton Manson  
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**EXHIBIT A**



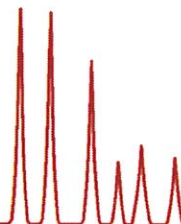
Guenoc - Langtry  
Attn: Eric Stine  
21000 Butts Canyon Road  
Middletown, CA 95461

Samples Received  
9 September 2020 12:08 pm

Analysis Reported  
7 October 2020 4:50 pm

Analyte	Result	Analysis Date	Method Reference
<b>009090611 GVE 4 PS</b>			
guaiacol GC MS/MS	7.9 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	<1.0 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090612 GVE PS</b>			
guaiacol GC MS/MS	6.8 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	1.0 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090613 LBE 4 CS</b>			
guaiacol GC MS/MS	8.2 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	1.4 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090614 LBE 6 PS</b>			
guaiacol GC MS/MS	8.4 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	1.3 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090615 NB 22F CF</b>			
guaiacol GC MS/MS	23.6 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	7.9 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090616 NB 22G CS</b>			
guaiacol GC MS/MS	12.9 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	2.2 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090618 NB 22E PV</b>			
guaiacol GC MS/MS	40.3 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	9.4 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090619 NV 22M ML</b>			
guaiacol GC MS/MS	26.6 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	6.9 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090620 NBN 1A CS</b>			
guaiacol GC MS/MS	7.8 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	1.3 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
<b>009090621 NB 22I MR</b>			
guaiacol GC MS/MS	17.1 µg/L	10/7/20	A2LA Accredited Test - SOP# S018
4-methylguaiacol GC MS/MS	4.7 µg/L	10/7/20	A2LA Accredited Test - SOP# S018





**009090622 UBN CP3 ML**

guaiacol GC MS/MS

7.9 µg/L

10/7/20

A2LA Accredited Test - SOP# S018

4-methylguaiacol GC MS/MS

1.8 µg/L

10/7/20

A2LA Accredited Test - SOP# S018

**009090623 UBW II 2B CS**

guaiacol GC MS/MS

5.4 µg/L

10/7/20

A2LA Accredited Test - SOP# S018

4-methylguaiacol GC MS/MS

1.0 µg/L

10/7/20

A2LA Accredited Test - SOP# S018

The results in this report relate only to samples as submitted.

This report shall not be reproduced except in full, without the written approval of ETS Laboratories.

This report is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this report is not the intended recipient or the person responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report is strictly prohibited. If you have received this report in error, please notify us immediately by telephone and return the original report to us at the address below via postal services.

Gordon Burns

Technical Director





**EXHIBIT B**

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**From:** hugh Reimers  
**Sent:** Thursday, October 29, 2020 5:32 PM PDT  
**To:** Eric Stine  
**Subject:** Fwd: salvage agreement for custom services  
**Attachments:** Xerox Scan\_10292020162807001.PDF, ATT00001.htm

Let me know how you want to handle this ?

Sent from my iPhone

Begin forwarded message:

**From:** Easton Manson <emanson@malulaniinvestments.com>  
**Date:** October 29, 2020 at 4:34:23 PM PDT  
**To:** hugh Reimers <hugh.reimers@outlook.com>  
**Cc:** Amanda Bradshaw <amanda@langtryfarms.com>, Felicia Covell <Felicia@LangtryFarms.com>  
**Subject:** salvage agreement for custom services

Hugh,  
I noticed the last two days that you are delivering salvage fruit to the Langtry Farms winery.  
Please note that salvage work requires a salvage agreement for custom services between the parties.  
Attached is the salvage agreement for custom services for your review.  
Please review the agreement and return it to me.  
Thank you for your efforts,  
Easton

## SALVAGE AGREEMENT FOR CUSTOM WINE PRODUCTION SERVICES

THIS AGREEMENT is made between Langtry Farms, LLC, hereinafter referred to as "Winery" and Torik Farms, LLC, hereinafter referred to as "Client" and entered into as of October 29, 2020 (the "Effective Date").

### RECITALS

- A. Client is the owner of certain wine grapes and/or wine;
- B. Winery operates a facility for the production of wine in Lake County, CA; and
- C. The parties desire that Winery provide certain winemaking and storage services for Client's salvage grapes, wine and/or juice in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Term. Subject to the provisions below, the "Term" of this Agreement shall commence October 29, 2020 (the "Commencement Date") and shall terminate on April 30, 2021 (the "Expiration Date"). The following three sentences are a part of this Agreement only if the following box is checked.

2. Custom Grape Processing. Winery shall provide the services indicated below if the box next to the relevant Exhibit is checked. Winery shall not provide services pursuant to any Exhibit that is not checked below. Winery and Client shall initial next to each checked Exhibit to indicate agreement as to which services are being provided pursuant to this Agreement. The services provided pursuant to the checked Exhibits shall be referred to, collectively, as the "Services".

☐ Exhibit A: Crush and Delivery (with option of press to juice or complete fermentation). If selected, Winery's initials: LF Client's initials: \_\_\_\_.

3. Fee Schedule. Client shall pay Winery for the Services to be rendered as provided on the fee schedule in Exhibit B attached hereto,

4. Payment Terms. Crush services will be billed within 48 hours of receipt of salvage fruit and 50% of crush costs will be paid 15 days after invoicing and 50% of crush costs will be paid 30 days after invoicing. Monthly fees for other Services performed will be invoiced on the 1st day of the following month. Payment will be due

on the 15th day of the month the invoice is issued. Late fees will be charged on all invoice balances over 30 days, at the lesser of the rate of 1.5% per month (18% APR) or the maximum permitted under California law, from the date of invoice.

5. Permits. At least 15 days prior to the delivery of its grapes, juice or wine to Winery, Client shall provide proof of all state and federal required licenses and permits including, but not limited to, those required by the California Department of Alcoholic Beverage Control ("ABC"), the California Department of Food and Agriculture ("CDFA") and the Federal Alcohol and Tobacco Tax and Trade Bureau ("TTB").

6. Shrinkage. The parties understand and acknowledge that the winemaking process necessarily results in normal shrinkage from racking, filtrations, fining and evaporation and the Winery will not be responsible for such occurrences; provided, however, that wine volume shrinkage does not exceed 3%.

7. Default Termination.

(a) Either party may terminate this Agreement upon thirty (30) days written notice if the other party: (i) is in violation of any law or regulation that renders it impossible to perform its obligations under this Agreement for a period of greater than thirty (30) days; (ii) makes an assignment for the benefit of creditors or files for bankruptcy protection; or (iii) is in Material Breach of its obligations under this Agreement and such failure to perform is not suspended or excused by Section 13.

(b) "Material Breach" shall include, but not be limited to, a failure to pay amounts due under the Agreement. In the event the Client has failed to pay amounts owed under this Agreement, Winery shall provide notice of intent to terminate and provide fifteen (15) days for the Client to pay all past and current amounts due in full. If all amounts due are not paid within the fifteen (15) day period, Winery, in its sole discretion, may terminate this agreement and/or take possession and dispose of the Collateral as set forth in Section 10 of this Agreement. If the Winery does not terminate the Agreement, it may require additional deposits for future amounts due.

(c) Notwithstanding termination of this Agreement, Winery shall retain its lien and its rights with respect to the Collateral and its disposition granted under Section 10 of this Agreement until the Winery is paid in full.

(d) Those sections of this Agreement which by their nature continue pasts its termination, including without limitation, Sections 8,9,10,11,12,14,15,16, and 17.

8. Removal of Wine. **Client is not entitled to take possession of its Client-owned goods and/or materials from Winery before it has paid Winery in full for all sums due it.** In a non-default termination, on the Expiration Date, Client shall remove all

Client-owned goods and/or materials as set forth in this Section 8. In a default termination, Client shall remove its Client-owned goods and/or materials from Winery within ten (10) days of the date written termination notice is given. Client's wine may be removed by Client during normal business hours, after 72-hour written notice by Client to Winery, provided payment is made on all sums due to Winery and that Client bears the cost of wine removal. Each truck used by Client to transport bulk wine shall be weighed on Winery's certified weigh master's scale and the actual gallons will be computed from the net weight based on specific gravity of the wine. Each bill of lading must include wine ingredients, the varietals and vintage percentage, the percent appellation, percent alcohol, and vineyard designation, if appropriate.

9. Limited Warranties/Limited Damages. Client understands and agrees that Winery does not make any warranties hereunder, including ANY EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, CONCERNING THE QUALITY, YIELD OR CHARACTER OF THE JUICE AND/OR WINE PRODUCED FOR CLIENT AND/OR OF THE EQUIPMENT PROVIDED TO CREATE, STORE OR OTHERWISE PROCESS CLIENT'S DELIVERED GRAPES AND/OR DELIVERED WINE. Winery shall not be responsible in any way for any alleged defect in or damage to the Client-owned goods and/or materials or the consequences thereof. Client agrees to defend, indemnify and hold Winery free and harmless from any liability, expense or damage of any kind, including without limitation, any and all consequential damages for loss or harm to person, property or in the form of economic loss of any kind resulting from any alleged defect or damage caused to Client-owned goods and/or materials, while in the possession of Winery or thereafter, whether the result of Winery's negligence or otherwise, except to the extent caused by Winery's willful misconduct. IN NO EVENT SHALL WINERY BE RESPONSIBLE TO CLIENT FOR ANY CONSEQUENTIAL DAMAGES INVOLVING CLIENT-OWNED GOODS AND/OR MATERIALS IN EXCESS OF (a) THE PRICE CLIENT PAID FOR THE GRAPES CRUSHED AT THE WINERY OR (b) THE AMOUNT CLIENT ACTUALLY PAYS TO REPLACE THE CLIENT-OWNED GOODS AND/OR MATERIALS, LESS DISCOUNTS AND EXPENSES; WHICHEVER IS LESS, OF THE CLIENT-OWNED GOODS AND/OR MATERIALS DETERMINED AT THE TIME OF LOSS OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY WINERY'S WILLFUL MISCONDUCT.

Client Initials \_\_\_\_\_

Winery Initials



10. Title, Grant of Security Interest. Title to Client's delivered grapes and resultant juice and/or wine and delivered bulk wine and risk of loss thereof or damage thereto shall remain at all times under this Agreement with Client; provided that in order to secure the timely payment and performance of all of Client's obligations under this Agreement, Client hereby grants to Winery continuing security interests in all of the

delivered grapes, any resultant juice and/or wine, delivered bulk wine and any products and proceeds thereof (collectively, the "Collateral"). In connection with the foregoing, Client authorizes Winery to prepare and file any financing statements describing the Collateral for the purpose of perfecting Winery's security interest in the Collateral without otherwise obtaining the Client's signature or consent with respect to the filing of such financing statements. Upon the occurrence and during the continuance of a default by Client under this Agreement, Winery shall be entitled to, at its option, exercise any or all of the rights and remedies available to it under the California Uniform Commercial Code, or any other applicable law, and exercise any or all of its rights and remedies provided for in this Agreement, by law or in equity.

11. Insurance and Certificate of Insurance. Client will maintain insurance policies with the types, amounts and limits of coverage as specified below in this Section 11 and Exhibit C ("Policies") to fully protect Client-owned goods and/or materials against any and all losses while in the possession of Winery or thereafter and to fully protect Winery from any and all losses related to or caused by Client-owned goods and/or materials or Client's activities on the winery premises. It is further agreed that (i) Client shall name Winery and the property owner as an additional insureds under Client's commercial liability coverage specified in item (b) on Exhibit C; (ii) Client shall include a waiver of subrogation endorsement clause in favor of Winery in the Client's workers compensation coverage specified in item (d) on Exhibit C; (iii) each Policy shall provide for at least thirty (30) days' notice by the insurer of any cancellation or non-renewal or material change in coverage, and (iv) prior to commencement of services by Winery under this Agreement, Client shall deliver a certificate of insurance to Winery evidencing such coverage specified in Exhibit C and items (i), (ii) and (iii) in this section. Winery provides no insurance coverage for loss or damage to Client-owned goods and/or materials from flood or earthquake hazards. Client may obtain such coverage at its own expense if it so chooses. Notwithstanding anything to the contrary in this Agreement, Client waives any and all claims against Winery for any and all loss or damage caused to Client-owned goods and/or materials from flood or earthquake or any other cause that Client failed to insure against in breach of this Section 11.

12. Force Majeure. In the event either Client or Winery is unable to carry on its normal operations or is compelled to reduce or suspend operations because of forces beyond its reasonable control, including but not limited to laws, court orders, county orders, labor disputes, shortage or unavailability of labor, machinery, equipment or supplies, pandemic, epidemic, earthquake, fire, weather or other acts of God, the party so affected shall, while so affected, be relieved from performing its obligations under this Agreement. In such event, the affected party shall take measures to promptly remove the disability and resume full performance under this Agreement at the earliest possible date. If for any reason it shall appear that the existence of the cause of force majeure shall operate to frustrate the purpose of this Agreement then either party may give notice in writing to the other terminating this Agreement. If the other party agrees

to termination then the terms of the termination shall be as agreed between the parties and if the parties shall fail to agree then the matter shall be referred to arbitration pursuant to the provisions of Section 16 below.

13. Binding Agreement. This Agreement shall bind and benefit the representative heirs, assigns and successors in interest of each of the parties; provided that Client may only assign its obligations under this Agreement to a successor whom Winery in its sole discretion approves in writing. Any partial invalidity or illegality of this Agreement shall not affect the remainder. This Agreement shall be performed and construed in accordance with the internal laws of the State of California. Any notices to be given to Winery or Client shall be mailed to the following addresses:

CLIENT:

Hugh Reimers  
Manager  
Torik Farms, LLC.  
P.O. Box 945  
Windsor, CA 95492  
Office Telephone: 831-682-0245  
Email: hugh.reimers@outlook.com

WINERY: ~

Easton Manson  
President  
Langtry Farms, LLC

21000 Butts Canyon Road  
Middletown, CA 95467  
Telephone: (707) 9872385  
Email: emanson@malulaniinvestments.com

14. No Partnership. This Agreement does not establish a partnership, joint venture or the creation of any formal or informal legal entity consisting of the Client and Winery. Any related applications or filings by Winery shall not make Winery the agent or representative of Client for any other purpose, nor shall Winery incur any financial obligations to any creditor of Client or to any other third party as a result thereof, and Client shall indemnify and hold Winery harmless from any resulting cost or liability. Client may not use the name of Winery nor of any of its employees in any promotional manner or material without the prior written consent of Winery, the provision of which shall be in Winery's sole discretion.



15. Confidentiality. Client and Winery shall treat the existence of this Agreement and the terms of it in the strictest confidence. Winery shall take all reasonable steps to ensure the confidentiality of information belonging to Client that Client specifies in writing shall be kept confidential.

16. Dispute Resolution: Binding Arbitration. Winery and Client shall make reasonable efforts to resolve any disputes as to any issue arising out of this Agreement through mediation submitted to JAMS promptly after any such dispute first arises. Should any party refuse to mediate in good faith, including by having a representative personally present with full authority to resolve the dispute, then that party shall not be entitled to recover any costs or attorney fees, even if it should later be a prevailing party in any arbitration. Should such mediation be unsuccessful, then the matter will be submitted to binding arbitration at JAMS before one, mutually agreeable arbitrator. Such an arbitrator will be selected by agreement among the parties within ten days after submission of the dispute to JAMS but if the parties are unable to choose an arbitrator by that time then JAMS will be requested to do so. JAMS' Comprehensive Rules and California law will apply to any such arbitration proceeding and it will be binding, with arbitration taking place in Santa Rosa, California. The arbitration will result in a reasoned, written award which may be converted into a judgment by any party in Superior Court. No provision of, or the exercise of any rights under this Section 16 shall limit the right of Winery to foreclose against any of the Collateral pursuant to Section 10, and the exercise of such remedies shall not constitute a waiver of the right of any party to submit the controversy or claim to mediation or arbitration. THE PARTIES AGREE THAT THEY ARE HEREBY WAIVING THE RIGHT TO A JURY TRIAL IN THAT THE ARBITRATION PROCEEDING AND THE FINAL AWARD RESULTING FROM SUCH A PROCEEDING WILL BE BINDING AND WILL BE THE EXCLUSIVE REMEDY FOR RESOLUTION OF THE DISPUTE. THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING EXPERT WITNESSES. ALL THE FOREGOING NOTWITHSTANDING, THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO MAKE ANY AWARD OR FINDING IN AN AMOUNT IN EXCESS OF THE MARKET VALUE OF THE DELIVERED GRAPES OR WINE DETERMINED AT THE TIME OF THE LOSS EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY WINERY'S WILLFUL MISCONDUCT.


Client Initials \_\_\_\_\_

Winery Initials \_\_\_\_\_



17. Entire Agreement. This Agreement, together with the Exhibits attached hereto, embodies the entire Agreement and understanding between the parties. Any modification or change to the terms or conditions of this Agreement shall be invalid unless it is in writing and signed by both parties.

Winery:

By: 

Name: Easton Mauer

Its: President

Date: 10/29/20

Client:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**CRUSH AND DELIVERY**

Total Tons	Est. Delivery Date	Est. Removal Date
Cabernet Sauvignon		
100 tons	October 2020	April 2021
Press to Juice or Fermentation	<input type="checkbox"/> Juice only	<input type="checkbox"/> Fermentation

1. Grapes. Estimated Tons to be determined prior to the 2020 harvest and will be agreed upon by the Winery, in writing, prior to delivery of any grapes.

Client shall notify Winery as soon as possible if it anticipates that the actual tonnage of delivered grapes will be 10% more ("Overage") or 10% less ("Shortfall") than the Estimated Total, as defined above in this Exhibit A, Section 1. Winery shall work with Client to determine a mutually agreeable schedule for any Overage that is reasonable given Winery's then-current schedule. If the actual tonnage is less than the Estimated Total and creates a partial tank, Winery shall have the right in its sole discretion to charge for a full tank.

2. Delivery. Client shall, at its own expense, deliver its grapes in a timely manner to the Winery facility. During harvest Winery will receive grapes from 7 am to 6 pm, Monday through Saturday, excluding holidays. Client shall provide at least 48 hours' notice of delivery of grapes to Winery. The day and time for delivery of Client's grapes to Winery will be determined by mutual consent of the parties as limited by the constraint of available space at Winery. Client will make all contacts with its grape suppliers that are required to schedule the suppliers' grape deliveries to Winery. Upon delivery, Client will provide for Winery for each load of delivered grapes a grower-signed delivery tag signed upon penalty of perjury, identifying grape variety, date of harvest and appellation of the delivered grapes.

3. Quality. Client shall be solely responsible for the quality of the delivered grapes. Winery may, in its sole discretion, reject any delivered grapes that it deems to be below industry standards ("Substandard"). Delivered grapes which include above 0.5% material other than grapes ("MOG"), above 0.5% of defects such as mildew, rot or raisins, and/or any foreign materials that could damage Winery equipment, including without limitation, machine or trellis parts, shall automatically be deemed Substandard. Client shall remove from the Winery facility any Substandard delivered grapes as soon as possible at Client's cost. Client shall defend, indemnify and hold Winery harmless from and against any and all direct or indirect damage to property or persons caused and/or otherwise related to Substandard delivered grapes.

5. Weighing of Grapes. All delivered grapes shall be weighed by Winery on its certified weigh master's scale. Winery shall provide copies of Client's weight certificates to the driver delivering the grapes.

6. Crush Schedule. Winery will crush delivered grapes as soon as practical (given the schedule and availability). Notwithstanding anything to the contrary herein, Client acknowledges that Winery cannot guarantee crush availability at the Client's preferred day and time. The day and time for delivery of Client's grapes to Winery will be determined by mutual consent of the parties as limited by the constraint of available space at Winery.

7. Grapes Free of Encumbrances. Client represents that the delivered grapes shall be solely owned by Client at the time of delivery and shall not be subject to any interest, lien, encumbrance or claim by any other person or entity.

9. Inspection by Client. Client shall have the right to designate persons who may visit and conduct inspections and testing at Winery crush facility; provided, such persons adhere to Winery's safety policies.

10. Glassy Winged Sharpshooter Compliance. Client shall follow the State of California Ordinance and Compliance Agreement governing the movement of bulk grapes (the "GWSS Ordinance"). Failure to comply with the GWSS shall subject Client to fines and notification by Winery to the destination California Agricultural Commission.

**Exhibit B**  
**FEE SCHEDULE**

**I. Crush Fees**

**A) Crush and Fermentation**

Red Processing (crush/ferment/press)	\$ 350.00/ton
White Processing (press/ferment)	\$ 225.00/ton
Barrel Fermentation	\$ 30.00/barrel
Additional labor	\$ 30.00/hour

Crushing Fees per ton include:

- Weighing of grapes delivered to the Winery\*
- Crush to press for white grapes and settling\*
- Must analysis consisting of Brix, total acidity, pH, YAN
- Fermentation in jacketed stainless steel tank
- Maximum fermentation 14 days
- Yeast and ML inoculation (Yeast and bacteria not included cost +15%)
- Red cap management; include two pump-overs per day
- Drain and press, sluice must/cap out of tank
- Continuous thermostat-controlled tank cooling as needed
- Daily monitoring of Brix and Temperature
- Residual sugar by pill until dry, confirmation by enzymatic sugar charges included in the fermentation fee.
- One racking post fermentation
- On-loading of wine for removal from the Winery

Wine movements, winemaking consultation, additives, laboratory services not described above as well as monthly storage after April 30th are not included in the crush fees.

**B) Juice and Ship ( 10 Ton Minimum )**

White grapes, crush, 24 hour settle, ship	\$ 150.00/ton
Lees filtration	\$ 250/lot plus \$ 1/gal

\*Note: Juice must be removed within 4 days of pressing or Client shall be charged 2 cents per gallon per day (at full capacity of tank(s) being occupied). Winery shall manage such wine using its standard winemaking protocol.

**C) Additional Crush and Fermentation Fees:**

Additional pump-overs, stirring, punch-down etc.	\$ 130 set-up
Grape delivery changes less than 48 hours in advance	\$ 20.00/ton
Fork Lift Services	\$ 50.00/hour

Unscheduled Deliveries

\$ 50.00/ton

#### IV. Tank storage fees

(Storage fees accrue after 30 days of receipt of fruit. Storage is prorated bi-monthly, the 15<sup>th</sup> and the last day of the month and invoiced at the end of the month.

##### A). Stainless or Oak tank bulk storage:

Monthly storage fees \$ .075/gal/month

Monthly lot fee \$ 100.00/lot\*

*\*Price includes monthly analysis, monthly inventory, SO<sub>2</sub> additions and weekly gassing of headspace.*

#### V. Barrel Storage fees

##### A) Barrel Storage:

Full \$ 4.50/barrel/month\*

Empty \$ 3/barrel/month\*\*

B) Barrel Rental: \$ 5.00/barrel/month

\*Note: Barrel storage includes monthly topping and F502.

\*\*Note: Empty barrel storage includes SO<sub>2</sub> gassing every six weeks

#### VI. Case Goods Storage fees

The winery will store excess harvest additives, packaging materials and Tax Paid library wines in its temperature controlled warehouse.

24' x 50' General warehouse space \$ 1.00/sf/month

15' x 15' Mezzanine for wine library \$ 1.00/sf/month

Receiving full or empty barrels with racks \$ 2.00/barrel (includes label)

Shipping full or empty barrels \$ 2.00/barrel

Extra topping, stirring, or SO<sub>2</sub> (>monthly) \$ .07/gallon

Extra labor (client requests) \$ 25.00/hour

*NOTE: When receiving or shipping empty barrels or moving wine into or out of barrels please schedule the work with the cellar well in advance of the required date. Barrels received without racks on site will be subject to double-handling charges.*

#### VI. Laboratory services

(All winemaking functions performed at the Winery's facilities include a pre-determined array of routine laboratory analyses in the lot fees. *The following schedule of fees represents charges for non-included analyses, with a minimum charge of \$35.00 for lab services, bulk wine samples excluded.*)

Test

Method

Fee

Free/Total Sulfur	Segmented Flow, A/O	\$ 10.00
Volatile Acidity	Segmented Flow (Cash Still)	\$ 13.00
Titratable acidity	Titration, potentiometric endpoint	\$ 10.00
pH	pH meter	\$ 5.00
Alcohol	NIR Alcolyzer	\$ 10.00
Glucose/Fructose	pill / enzymatic	\$ 20.00
Specific Gravity/Bri	densitometer	\$ 5.00
Malic Acid	enzymatic	\$ 20.00
Heat Stability	filtration/incubation	\$ 15.00
Bentonite	trial/protein stabilization	\$ 30.00
Cold stability	conductivity	\$ 15.00
Freeze Test	(client to specify duration)	\$ 15.00
750 or 375 ML sample bottles of wine, single lot		\$ 3.30/bottle
Handling and packaging samples for shipment		\$ 3.00/bottle plus shipping
Rush Charge, less than 48 hrs		\$ 25.00
Additional lab services: blending/fining trials, etc.		\$ 35.00/hour

## VII. Additive fees

(Available for Client use; current prices are subject to change.)

<u>Compound</u>	<u>Price</u>
Acid addition: Citric, Cream of Tartar, Malic	\$ 3.00/pound
Tartaric	\$ 4.20/pound
Bentonite,Crystal Clear	\$ .55/pound
Carbon, Decolorizing, Deodorizing	\$ 1.50/pound
Concentrate: white or red	\$ 18.00/gallon
MegaRed, MegaPurple	\$ 115.00/gallon
Copper Sulfate (10%)	\$ .10/ml
Diammonium Phosphate	\$ 1.90/pound
Egg Whites	\$ 5.00/pound
Gelatin	\$ 11.00/pound
Isinglass	\$ .25/gram
Potassium Carbonate	\$ 1.40/pound
PVPP (Poly-Clar)	\$ 18.00/pound
Superfood	\$ 6.00/pound

## VIII. Bottling Packaging fees

A). Daily Bottling Fees and Pressure Sensitive labeling

< 300 cases \$ 4.00/case



299 – 500 cases	\$ 3.75/case
501 – 2,000 cases	\$ 3.50/case
>2000 cases	\$ 3.00/case

Bottling Fees Include:

- All Winery approved 375, 750 mL and 1.5 L packages.
- Sterile filtration to bottle, micro stability clearance, movement to bottling tank.
- Pre-bottling and blend samples (one each).

CANCELLATION POLICY: 2 weeks prior, 50% of fee; 1 week prior, 100% of fee.  
Minimum Bottling Required

B). Miscellaneous Bottling and Packaging Fees:

Line Changeovers: bottle, label, wine	\$ 660.00/hour
Downtime charge (packaging/wine related)	\$ 660.00/hour
Post Production labeling of bottles	\$ 2.75/case
Post Production labeling of cases	\$ 1.00/label
Additional bottling line labor	\$ 30.00/hour/person
Additional services	\$ call for quote

**BOTTLING NOTES:**

- Clients are asked to follow the Production Time Line. This assures the Winery's ability to deliver a client's product as contracted and avoids unnecessary additional fees.
- **Prices quoted are based on front and back pressure sensitive labels applied to standard wine bottles with standard cork and capsule. Nonstandard packages or packages which slow production are subject to additional fees, based on line speed differentials.**

We invite our clients be present during bottling. If there is a problem and the client is unreachable, the Winery reserves the right to cancel or finish the project as is.

IX.

X. **MISCELLANEOUS CHARGES**

Additional Reports	\$ 15.00/copy
Amendments to Bulk Wine receiving	\$ 50.00/hour

## **XI. WINEMAKER CONSULTATION**

If you would like more in-depth consultation, help in blending or vineyard assessments, a winemaker is available for an hourly fee. Please call regarding a quotation and for further clarification.

## **XII. INVOICING PROCEDURES**

Customers will be invoiced monthly for storage and general processing; bottling and labeling is invoiced within 48 hours. Invoices are due and payable thirty (30) days from date of invoice.

## **XIII. EXCISE TAXES**

Excise taxes paid through the Winery's bond are invoiced immediately after the filing period, the first and sixteenth of a month. Excise taxes are due net seven (7) days from the invoice date. A penalty of 10% will accrue if payment is not received by the due dates.

## **XIV. ENERGY CHARGES**

Rate changes or sur-charges levied by suppliers may be passed on to clients. The Winery cannot be responsible for any damage to a client's wine due to rolling black-outs.

## **XV. FINANCE CHARGE and LATE PAYMENTS**

A finance charge of 1.5% per month (18.0 annual percentage rate) or the maximum rate permitted by law, will be charged on past due balances. Late payments will be applied first to finance charges, then to the oldest outstanding balance.

## **XVI. INSURANCE REQUIREMENTS**

Insurance on wine is to be paid and maintained by all clients.

***ALL HOURLY RATES QUOTED ARE SUBJECT TO A ONE-HOUR MINIMUM***

**Exhibit C**  
**POLICIES**

a) Property and/or Inland Marine/Transit Insurance Coverage. Such insurance shall be in an amount at least equal to the full replacement or market value of the Client-owned goods and/or materials, but shall be no less than an amount that reasonably and fairly reflects the economic loss foreseeable to Client from a loss and includes deductibles appropriate for Client's financial capability.

b) Commercial General Liability Insurance. \$1,000,000 combined single limit each occurrence for bodily injury and property damage with aggregate limits of at least 2,000,000. Such insurance shall include products /completed operations coverage, personal injury/advertising injury coverage and shall include contractual liability coverage, and, if reasonably available, an endorsement to include full contractual coverage for any losses occurring during or as a result of this Agreement.

c) Automobile Liability Insurance. \$1,000,000 combined single limit each accident for bodily injury and property damage applicable to owned, hired and non-owned autos.

d) Statutory Workers Compensation and Employers Liability. The Employers Liability limit shall be \$1,000,000. Such insurance shall provide coverage to the Client's employees while they are on or about or in transit to and from the Winery's premises.

The insurance coverage specified in items (a) and (b) above shall not exclude coverage because Client-owned goods and/or material are in the possession of Winery.

**EXHIBIT C**

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**From:** Amanda Bradshaw  
**Sent:** Thursday, November 19, 2020 5:45 PM PST  
**To:** hugh Reimers; Easton Manson - MI  
**CC:** Felicia Covell; Eric Stine  
**Subject:** RE: salvage agreement for custom services  
**Attachments:** Xerox Scan\_10292020162807001.PDF

Hello Hugh,

I am following up on the status of the attached Salvage Agreement.

Please sign and return ASAP.

Please include your winery bond number.

We will also need a certificate of insurance naming Langtry Farms, LLC as additional insured with endorsement for your contents located at 21000 Butts Canyon Road, Middletown, CA 95461.

Please let me know if you have any questions.

Thank you for your prompt attention.

Amanda Bradshaw

Amanda Bradshaw



22000 Butts Canyon Rd.  
Middletown CA 95461

[amanda@LangtryFarms.com](mailto:amanda@LangtryFarms.com)  
Phone: 707-987-2772 ext 104

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**From:** hugh Reimers <hugh.reimers@outlook.com>  
**Sent:** Saturday, October 31, 2020 4:00 PM  
**To:** Easton Manson - MI <emanson@malulaniinvestments.com>  
**Cc:** Amanda Bradshaw <amanda@langtryfarms.com>; Felicia Covell <Felicia@LangtryFarms.com>; Eric Stine <estine@LangtryFarms.com>  
**Subject:** Re: salvage agreement for custom services

Hi Easton,

I wanted to confirm the grapes received at Langtry Estate October 28th & 29th from Torick Farms have no smoke taint or other quality issues and should not be regarded as salvage....

You are welcome to taste the fermentation's to confirm quality of these grapes...

Cheers

Hugh

Sent from my iPhone

On Oct 30, 2020, at 10:12 AM, Easton Manson <[emanson@malulaniinvestments.com](mailto:emanson@malulaniinvestments.com)> wrote:

Hugh,  
I am following up on the attached/below.  
Thank you,  
Easton

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**From:** Easton Manson  
**Sent:** Thursday, October 29, 2020 4:34 PM  
**To:** hugh Reimers <[hugh.reimers@outlook.com](mailto:hugh.reimers@outlook.com)>  
**Cc:** Amanda Bradshaw <[amanda@langtryfarms.com](mailto:amanda@langtryfarms.com)>; Felicia Covell <[Felicia@LangtryFarms.com](mailto:Felicia@LangtryFarms.com)>  
**Subject:** salvage agreement for custom services

Hugh,  
I noticed the last two days that you are delivering salvage fruit to the Langtry Farms winery.  
Please note that salvage work requires a salvage agreement for custom services between the parties.  
Attached is the salvage agreement for custom services for your review.  
Please review the agreement and return it to me.  
Thank you for your efforts,  
Easton  
<Xerox Scan\_10292020162807001.PDF>

**EXHIBIT D**



**Grower**

Langtry Farms, LLC  
22000 Butts Canyon Road  
Middletown, CA 95461

**Winery**

Torik Farms LLC.  
P.O. Box 945  
Windsor, CA 95492

**SALVAGE GRAPE PURCHASE AGREEMENT**

This agreement, dated October 24, 2020 is made between **Torik Farms (WINERY)** and **Langtry Farms, LLC (GROWER)**.

1. **Purchase and Sale of Grapes.** GROWER agrees to sell to WINERY and WINERY agrees to purchase from GROWER the quantity and grape varieties described in Exhibit A.
2. **Price and Payment Date.** The price per ton and the payment schedule shall be as specified in Exhibit A. WINERY will pay a finance charge of one and one-half percent (1.5%) per month on the unpaid balance of the Purchase Price outstanding after the dates for payment set forth in Exhibit A. WINERY agrees to pay all costs of collection (whether or not legal action is instituted) if such is required to effect collection of this account.
3. **Term of Agreement.** The term of this Agreement, which shall commence on the date hereof, is for the crop year 2020 only as specified in Exhibit A.
4. **AS-IS Condition.** Except for the warranty under Section 5, below, all grapes delivered under the terms of this Agreement are being sold in an "AS-IS" condition without any representation or warranty as to quality, merchantability of fitness or suitability for any particular purpose. Due to industry wide smoke taint issues, WINERY must complete and rely exclusively on its own smoke taint testing and analysis. **GROWER will not provide any custom crush or storage services to WINERY. Grapes will be mechanically harvested.**
5. **Warranty.** GROWER warrants that all grapes delivered to WINERY shall be free of pesticide and herbicide residues that are prohibited by or in excess of the tolerances established by law or are detrimental to wine quality.
6. **Delivery.** GROWER and WINERY shall jointly schedule the date, timing, and order of harvest and delivery. All grapes will be machine harvested. All loads of grapes will be weighed on a certified public scale at agreed upon location. Weigh tickets from that scale will determine the total amount of grapes delivered. GROWER will bear the cost of delivery of the grapes to WINERY'S facility as directed. If WINERY designates a delivery location outside of Lake and Napa County, GROWER shall deliver grapes to such location, provided that GROWER will be reimbursed for any costs of delivery in excess of the cost that would have been incurred if such loads were delivered to locations in Napa County. Title and risk of loss shall pass to the WINERY upon delivery to the WINERY premises or such designated delivery location.
7. **Successors and Assigns.** The agreement and all of the covenants herein shall run with the land and shall bind and inure to the benefit of the successors and assigns of each of the parties hereto.
8. **Attorneys' Fees.** If legal proceedings are initiated to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable

attorneys' fees and costs in addition to any other available relief or remedy.

9. **Waiver.** No waiver shall result from any failure or omission by either party to insist upon or enforce any of the terms of this Agreement, unless the waiver shall be in writing and signed by the waiving party. Waiver of any provision of this Agreement shall not constitute a waiver of any other provision hereof.

10. **Arbitration.** The parties will attempt to settle any dispute in a mutually agreeable manner. Any controversy or claim arising out of or relating to this Agreement or any breach thereof that is not settled by the parties, shall be determined by an arbitration proceeding in the County and State of California (the parties may agree upon County) before a panel of arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be the sole and exclusive remedy hereunder. Either party's request for arbitration shall be given in writing by first-class mail, postage prepaid. The arbitration hearing shall be held within thirty (30) days after arbitration is requested. The panel of arbitrators shall consist of three people, who shall be independent of either party's business. Winery and Grower shall each select an arbitrator and these two arbitrators will select a third arbitrator.

11. **Notice.** Whenever the term "notice" is used in this Agreement, it means a written notice or facsimile transmission delivered or sent to that party's address or facsimile shown below or at such other address or facsimile number as the party specifies by notice. All facsimile transmissions will be followed by a "hard copy" letter sent via regular mail.

<b><u>Grower:</u></b>	<b><u>Winery:</u></b>
Langtry Farms, LLC	Torik Farms, LLC.
22000 Butts Canyon Road	P.O. Box 945
Middletown, CA 95461	Windsor, CA 95492

12. **Confidentiality.** Grower and Winery both warrant that the other party's name will not be used in any fashion or context with respect to any representation, sales, or marketing of grapes, bulk wine, vineyards, or bottled products without the other party's prior written consent. Neither party will disclose the economic terms of this Agreement except as required for legal reporting purposes.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California. If any part or parts of this Agreement are found to be illegal or unenforceable, the remainder shall be considered severable, shall remain in full force and effect, and shall be enforceable.

14. **Force Majeure.** Grower shall not be liable to Winery for any failure to perform any of its duties or obligations hereunder or for any loss or damage of any kind, nor shall any such failure give Winery the right to reject any Grapes, so long as such failure to perform or loss or damage is the result of any act of God or any normal hazard of farming, including, without limitation, rain, hail, heat, frost, drought, flooding, windstorm or other action of the elements, strike, work slow-down, worker unavailability, freight embargo, transportation delays or difficulties, governmental action or any other cause beyond Grower's reasonable control. If Grower is prevented from performing its obligations hereunder in part or in full as a result of an occurrence set forth in this Paragraph, it shall give prompt notice thereof in writing to Winery, which notice shall specify the nature of such occurrence and an estimate of the date when full performance will be resumed hereunder.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties. Neither party has relied upon any representation not specifically stated in the Agreement, and no agreement or understanding other than herein expressed shall vary or modify this Agreement unless such modification is agreed to by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first indicated above.

WINERY: GROWER:

Torik Farms, LLC

Langtry Farms, LLC

By: [Signature]

By: [Signature]

Its: MANAGER

Its: Manager

DATE: 10-23-20

DATE: 10/26/20

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**EXHIBIT A**

GROWER'S NAME: Langtry Farms, LLC

GROWER'S MAILING ADDRESS:

22000 Butts Canyon Road  
Middletown, CA 95461

WINERY NAME:  
LLC.

Torik Farms,

WINERY MAILING ADDRESS:

P.O. Box 945  
Windsor, CA 95492

VINEYARD NAME:

Napa Basin, Napa Valley AVA

VINEYARD ADDRESS:

22000 Butts Canyon Road

BUSINESS PHONE NUMBERS:

GROWER: 707-987-2772

WINERY:

CROP YEAR:

2020

VARIETAL:

Multiple

PAYMENT SCHEDULE:

50% - Upon Delivery

50% - November 30

MINIMUM/MAXIMUM BRIX:

NONE

VARIETY	BLOCK	Est./TONS	PRICE/TON	Est./TOTAL
Cabernet Sauvignon	NB 20 B,C	100	\$650	\$65,000
Cabernet Sauvignon	NB 22 A, B, C	30	\$660	\$19,800
Cabernet Sauvignon	NB 22 G,H	100	\$650	\$65,000
Cabernet Sauvignon	NBN 1A,B,C,D	185	\$1,000	\$185,000
Cabernet Sauvignon	NBN 2A,B	45	\$1,000	\$45,000
Petite Sirah/Malbec	Various	75	\$650	\$48,750

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⊗ IF WINE QUALITY IS SUB-STANDARD

Winery May STOP PICKING AT 100 TONS

RANGE = 100 - 535 TONS

*John* 10-23-20