

05-28-1998



COVER SHEET
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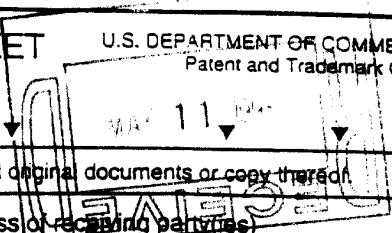
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commission

100721784

and the attached original documents or copy thereof



Ms 5-11-98

1. Name of conveying party(ies):

Parker Station, Inc., a California corporation
d/b/a Fess Parker Winery & Vineyard

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

The Equitable Life Assurance
Name: Society of the United States

Internal Address: _____

Street Address: 1290 Avenue of the Americas

City: New York State: NY ZIP: 10104

- Individual(s), citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Deed of Trust attached
- Merger
- Change of Name

Execution Date: _____

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit "A".

05/27/1998 DCOATES 00000138 75195588

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Equitable Agri-Business

Internal Address: _____

Street Address: 3203 W. March Lane, Suite 110

City: Stockton State: CA ZIP: 95219

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles T. McElligott
Name of Person Signing

Signature

May 6, 1998
Date

28

Total number of pages including cover sheet, attachments, and document: _____

EXHIBIT "A"

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registered</u>	<u>File Date</u>
Fess Parker (and Design)	75-195,588	2,117,829	12/2/97	11/12/96
American Tradition Reserve Fess Parker (stylized letters)	75-195,575	2,095,307	9/9/97	11/12/96

Recorded at Request of:

THIS IS CERTIFIED TO BE
A TRUE AND EXACT COPY OF
THE ORIGINAL DOCUMENT

When Recorded Mail to:

CHICAGO TITLE
BY: *[Signature]*

Equitable Agri-Business, Inc.
3203 West March Lane, Suite 110
Stockton CA 95219

Loan Nos.: F-199400.00, F-199400.02 and F-199400.03

**LONG FORM DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
FINANCING STATEMENT (CALIFORNIA)**

THIS DEED OF TRUST, made as of the 22ND day of APRIL, 1998, by and among FESS ELISHA PARKER, JR. AND MARCELLA RINEHART PARKER, Trustees of the FESS AND MARCELLA PARKER TRUST, under Revocable Trust Agreement dated June 5, 1970 (the "Parker Trust"); PARKER STATION, INC., a California corporation, also known as Fess Parker Winery ("Parker Station") and MARCELLA VINEYARDS, LLC ("Marcella") and all other persons executing this Deed of Trust, collectively hereinafter called "Trustor", CHICAGO TITLE COMPANY, a CALIFORNIA corporation whose mailing address is 2222 S. BROADWAY, SUITE G, SANTA MARIA, CALIFORNIA 93454, ("Trustee"), and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES ("Beneficiary"), a NEW YORK corporation whose mailing address is 1290 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10104, (Federal Employer I.D. Number: 13-5570651) hereinafter called "Beneficiary":

WITNESSETH:

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, Trustor irrevocably grants, transfers and assigns to Trustee, **IN TRUST, WITH POWER OF SALE**, all of the real property in SANTA BARBARA County, California, described in Schedule A attached hereto and made a part hereof;

TOGETHER WITH (1) -0- shares of the capital stock of n/a, and the water rights represented thereby, (2) all easements, rights-of-way and rights appurtenant to said real property or used in connection therewith or as a means of access thereto, (3) all tenements, hereditaments and appurtenances thereto, including all water and water rights appertaining thereto, (4) Trustor's interest as lessor in all leases affecting said real property, (5) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on said real property which are real property, and all substitutions, replacements, additions and accessions thereof or thereto, (6) all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said real property (subject, however, to the assignment of rents and profits to Beneficiary herein), and (7) all right, title, estate, interest, and other claim or demand, including, without limitation, all claims or demands to the proceeds of all insurance now or hereafter in

Initials: *[Signature]*

effect with respect to said real property, which Trustor now has or may hereafter acquire in said real property, and all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said real property. Trustor hereby agrees, acknowledges and confirms that any and all vines located on said real property are a part of the "real estate" comprising said real property and will remain a part of the real estate throughout the term of the loans made by Beneficiary to Trustor which are secured by this Deed of Trust.

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, Trustor, as debtor, irrevocably grants and assigns to Beneficiary, as secured party, a security interest in all of the following collateral which is personal property now or hereafter owned by Trustor or in which Trustor now or hereafter has any rights and which is now or hereafter located on or at, or affixed or attached to, or produced from, or used in connection with said real property, and all substitutions, replacements, additions, accessions, products and proceeds of or to said collateral: All property described in Schedule "B" attached hereto and made a part hereof and all equipment, farm products, inventory, fixtures, intellectual property, crops growing or to be grown, timber standing or to be cut, and minerals or the like (including oil and gas), including, without limitation, all watering and irrigation apparatus, machinery, pumps, motors, generators, pipes and sprinklers and all proceeds from the sale or other disposal of the collateral. This is a security agreement pursuant to the Uniform Commercial Code and Beneficiary shall have all rights and remedies of a secured party with respect to said collateral under the Uniform Commercial Code, PROVIDED HOWEVER, that nothing in this LONG FORM DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT shall prevent Trustor from obtaining secured crop financing which may include the perfection of a lien by the crop lender on the crops growing or to be grown for a period not to exceed the beginning of the next crop year. If Trustor exercises its right to place a single crop lien on the crops grown or to be grown on the subject property hereunder, such crop lien shall automatically be a first superior lien to the lien on such crop created hereby without the need for any consent or subordination from Beneficiary.

Trustor warrants to Beneficiary that, except for the security interest created hereby, Trustor owns good title to said collateral and, as to said collateral hereafter acquired, Trustor will own good title to said collateral, free and clear of all liens, security interests, encumbrances and adverse claims of any kind whatsoever. Trustor agrees that all of said collateral which is erected on, affixed or attached to, or located in or on said real property shall be deemed to be real property and a part of said real property. No fixtures or equipment (including watering and irrigation apparatus) shall be removed from said real property without the prior written consent of Beneficiary, except that Trustor shall have the right, without such consent, to remove and dispose of free from the security interest hereof such fixtures and equipment as may from time to time become worn out or obsolete, provided that Trustor shall, simultaneously with or prior to such removal, replace such removed fixtures or equipment with replacement fixtures or equipment having a value, quality and utility at least equal to the removed fixtures or equipment. Trustor shall, at Trustor's expense, execute and deliver to Beneficiary such financing and continuation statements covering said collateral as Beneficiary may from time to time request. All agreements of Trustor herein, and all rights of Beneficiary herein, relating to said real property shall apply to said collateral whether or not expressly referred to herein. This Deed of Trust is a financing statement and covers goods included in said collateral which are or are to become fixtures and is to be recorded in the real estate records. Trustor is the record owner of said real property.

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FOR THE PURPOSE OF SECURING: (1) Payment and performance of each agreement of Trustor in this Deed of Trust, (2) payment of the entire indebtedness evidenced by a Promissory Note (the ".00 Note") of even date herewith executed by Parker Trust in the original principal sum of TWO MILLION TWENTY-FIVE THOUSAND and no/100 Dollars (\$2,025,000.00), (3) payment of the entire indebtedness evidenced by a Promissory Note (the ".02 Note") of even date herewith executed by Parker Station in the original principal sum of ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND and no/100 Dollars (\$1,725,000.00), (4) payment of the entire indebtedness evidenced by a Promissory Note (the ".03 Note") of even date herewith executed by Marcella in the original principal sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND and no/100 Dollars (\$1,250,000.00), each of such promissory notes made for the benefit of Beneficiary or order, and all modifications, amendments, replacements, substitutions, extensions and renewals thereof, (items (2), (3) and (4) hereinafter collectively known as the "Promissory Notes"), (5) performance of all of the obligations, covenants and warranties of Parker Trust, Parker Station and/or Marcella in accordance with any other document executed by one or more of said parties in connection with the Promissory Notes, and (6) payment of all sums advanced by Beneficiary to protect the security of this Deed of Trust, said real property or said collateral, with interest thereon at the rate per annum after default or maturity set forth in said Promissory Notes.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To pay when due all indebtedness evidenced by said Promissory Notes; to keep said real property in good condition and repair; not to remove or demolish any building, structure or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building, structure or improvement which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to pay when due all debts that are now or may become liens against said real property, and not to suffer any lien of any kind to attach thereto which may take precedence over the lien of this Deed of Trust, and not to create any lien on said real property junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner of payment or amount thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind to such person, be modified, amended, replaced, substituted, extended, renewed, accelerated, suspended or refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of all indebtedness secured hereby; to comply with all laws affecting said real property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said real property in violation of law or of any covenants, conditions or restrictions affecting said real property; not to commit or permit waste thereof, nor to do or suffer to be done any act whereby the value of any part of said real property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber or crop lands, in a good and husbandman-like manner in accordance with accepted principles of sound agricultural and forestry practices; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said real property may reasonably be necessary, and to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire, including maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written

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consent of Beneficiary. Beneficiary shall have the right to inspect said real property at such reasonable times and intervals as Beneficiary may desire to determine Trustor's compliance with the agreements in the Deed of Trust.

2. To provide, maintain and deliver to Beneficiary property insurance covering said real property and said collateral insuring against all risks of physical loss or damage, including war risks, if available, with loss payable to Beneficiary, in such amount for each risk and in such company and in such form as shall be satisfactory to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor, subject to such conditions and disbursement requirements as Beneficiary may impose. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay when due all taxes and assessments affecting said real property, including assessments on appurtenant water stock, and all encumbrances, charges and liens, with interest, on said real property or any part thereof which appear to be prior or superior hereto, and all costs, fees and expenses of Trustee and this trust.

5. If Trustor fails to make any payment or to do any act in accordance with this Deed of Trust, then Beneficiary or Trustee, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, shall have the right, but no duty, to make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, including specifically, without limiting their general powers, the right to enter upon and take possession of said real property, to make additions, alterations, repairs and improvements to said real property which either of them may consider necessary or proper to keep said real property in good condition and repair, to appear and participate in any action or proceeding affecting or which may affect said real property, the security hereof, or the rights or powers of Beneficiary or Trustee hereunder, to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either of them may affect or appears to affect the security hereof or may be prior or superior hereto, and in exercising such powers, to pay necessary expenses, including employment of attorneys or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary all amounts expended by Beneficiary and all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights and powers, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees, together with interest thereon from the date of expenditure at the rate per annum after default or maturity set forth in said Promissory Notes.

6. If said Promissory Notes and this Deed of Trust, or any of them, are placed in the hands of an attorney for collection or foreclosure or other legal proceedings, Trustor shall pay all reasonable attorneys' fees for any services rendered by such attorney to Beneficiary in connection therewith and all expenses incurred, including costs of suit and evidence of title, together with interest thereon from the date of expenditure at the rate per

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after default or maturity set forth in said Promissory Notes. Trustor shall pay the premium charge allowed by law for any statement regarding the obligations secured hereby required of Beneficiary.

B. It is mutually agreed that:

1. All awards of damages or compensation now or hereafter made in connection with any taking by eminent domain or condemnation for public use of or injury to said real property or any part thereof, are hereby assigned and shall be paid to Beneficiary, who may apply or release such awards or compensation received by Beneficiary in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. Trustor agrees to execute such further assignments of any such awards or compensation as Beneficiary may require.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to prompt payment when due of all other sums so secured or to declare a default for failure so to pay.

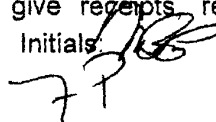
3. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby or the lien of this Deed of Trust upon said real property for the full amount of the indebtedness then remaining unpaid, Beneficiary may from time to time and without notice do any one or more of the following: substitute or release any person now or hereafter liable for payment of such indebtedness or any part thereof; extend the time or otherwise alter the terms of payment of any such indebtedness; accept additional security therefor of any kind; or substitute or release any property or any portion thereof securing such indebtedness without, as to the remainder of the security, in any way impairing or affecting the liens and priority herein created.

4. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the Deed of Trust and said Promissory Notes for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said real property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Promissory Notes to Trustee for cancellation, and upon payment of Trustee's fees, Trustee shall reconvey, without warranty, the real property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6. Trustor absolutely and irrevocably assigns and transfers to Beneficiary all rents, issues, profits, royalties, bonuses, income and other benefits derived from or produced by said real property (all of the foregoing are herein the "rents and profits"). Trustor hereby gives to and confers upon Beneficiary the right, power and authority to collect said rents and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, either with or without taking possession of said real property, to demand, receive and enforce payment, to give receipts, releases and

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satisfactions, and to sue, in the name of Trustor or Beneficiary, for all said rents and profits and apply the same to the indebtedness secured hereby. Trustor shall, nevertheless, have the right to collect and retain said rents and profits as the same become due and payable but only before the occurrence of a default under this Deed of Trust and as long as no such default exists. The assignment of said rents and profits is intended to be a present and absolute assignment from Trustor to Beneficiary and not merely the creation of a security interest. Beneficiary's right to collect said rents and profits is not contingent upon Beneficiary's taking possession of said real property. Upon the occurrence of a default under this Deed of Trust, and as long as any such default shall remain uncured, Beneficiary may, without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the value of said real property, or any part thereof, in its own name sue for or otherwise collect said rents and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of said rents and profits, or the entering upon and taking possession of said real property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

7. The occurrence of any of the following shall be a default under this Deed of Trust: failure to pay any indebtedness secured hereby when due; failure to perform any agreement of Trustor herein when due; Trustor commences a voluntary case under the federal Bankruptcy Code as now or hereafter in effect, or any successor thereto; an involuntary case under such Bankruptcy Code is commenced against Trustor and is not controverted or, if controverted, is not dismissed within sixty (60) days after the commencement of such case; a receiver, trustee, custodian or similar official is appointed for, or takes charge of, said real property, said collateral, or all or substantially all of the property of Trustor; Trustor commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation or similar law of any jurisdiction now or hereafter in effect relating to Trustor; any such proceeding is commenced against Trustor and is not controverted or, if controverted, is not dismissed within sixty (60) days after commencement; Trustor is adjudicated insolvent or bankrupt; any order of relief or other order approving any such case or proceeding is entered; Trustor makes a general assignment for the benefit of creditors; or there has occurred a breach of, or a default under, any of said Promissory Notes or any other provision of this Deed of Trust. Upon the occurrence of a default under this Deed of Trust, and as long as any such default exists, Beneficiary shall have the right to declare all indebtedness secured hereby to be immediately due and payable, and such indebtedness shall thereupon become immediately due and payable, without any presentment, demand, protest or notice of any kind, all of which are expressly waived by Trustor. **Any prepayment penalty that exists, as set forth in the Promissory Notes, shall be applicable upon default under this Deed of Trust.**

8. Upon the occurrence of a default under this Deed of Trust, and as long as any such default exists, Beneficiary shall have the right to commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; exercise and enforce any or all of the rights and remedies available to a secured party under the Uniform Commercial Code; or deliver to Trustee a written declaration of default and demand for sale pursuant to the power of sale herein. If Beneficiary elects to foreclose this Deed of Trust by such power of sale, Beneficiary shall deposit with Trustee this Deed of Trust, said Promissory Notes and evidence of expenditures secured hereby and a written notice of default and election to sell, which notice Trustee shall cause to be recorded as may then be

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required by law. Trustee shall, without demand on Trustor, after recordation of such notice of default and election to sell and after lapse of such time as may then be required by law, and after notice of sale has been given as may then be required by law, sell said real property (and said collateral, if requested by Beneficiary, as agent for Beneficiary) at the time and place of sale fixed by Trustee in said notice of sale, either as a whole or in separate parcels or items as determined solely by Beneficiary and in such order as Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said real property (or said collateral) by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustor waives, and relinquishes to Beneficiary, all rights to direct the order in which said real property and said collateral shall be sold or to require that said real property or said collateral be sold in separate parcels or items. Trustee shall deliver to such purchaser Trustee's deed and, if applicable, bill of sale conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and this Trust, including cost of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under this Deed of Trust, not then repaid, with accrued interest at the rate per annum after default or maturity set forth in said Promissory Notes; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Upon the occurrence of a default under this Deed of Trust, and as long as any such default exists, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the adequacy of the security or the then value of said real property or the interest of Trustor therein, shall have the right to have a receiver of said real property appointed by any court having jurisdiction, and Trustor hereby irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases. Every right, power and remedy granted to Trustee or Beneficiary shall be cumulative and not exclusive, and each such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Trustee or Beneficiary, and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy.

10. Beneficiary may from time to time substitute in such manner as may be provided by law a successor or successors to any Trustee named herein or acting hereunder, which successor Trustee shall thereupon succeed, without conveyance from the predecessor, to all of Trustee's powers, duties, authority and title; or, in the absence of any such law providing for the substitution of trustees in deeds of trust, Beneficiary may, with like effect, make such substitution from time to time by instrument in writing executed and acknowledged by Beneficiary and recorded in the county or counties in which said real property is situated. Said instrument shall contain the name of the original Trustor, Trustee and Beneficiary, the book and page where this Deed of Trust is recorded, and the name of the new Trustee.

11. Trustor hereby waives the right to assert any statute of limitations as a bar to the enforcement of this Deed of Trust or to any action brought to enforce said Promissory Notes or any obligation secured by this Deed of Trust. Notwithstanding the existence of any other liens in said real property or security interests in said collateral held by Beneficiary or by

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any other party, Beneficiary shall have the right to determine the order in which any or all of the said real property or said collateral shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which the indebtedness secured hereby is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Trustor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a lien or security interest in said real property or said collateral and who has actual or constructive notice of this Deed of Trust hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by Beneficiary in connection with the exercise of any of the remedies provided herein or permitted by applicable law. Trustor expressly waives and relinquishes any and all rights and remedies Trustor may have or be able to assert by reason of laws relating to the rights and remedies of sureties or guarantors.

12. The invalidity of any provision of this Deed of Trust shall not affect the remaining provisions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid provision, if any, had not been inserted herein.

13. The trust hereby created shall be irrevocable by Trustor.

14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their respective heirs, personal representatives, successors and assigns. The term Beneficiary means the original Beneficiary hereunder or any future owner and holder, including pledgees, of said Promissory Notes or any of them. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine or the neuter and the singular number includes the plural. All obligations of each Trustor hereunder are joint and several.

15. If Trustor, or any successor or assign, sells, conveys, alienates, leases (other than to tenants in the ordinary course of business with no option to purchase), assigns, transfers or encumbers, or contracts to sell, convey, alienate, lease (other than to tenants in the ordinary course of business with no option to purchase), assign, transfer or encumber, all or any part of said real property or any interest in said real property, or if more than forty-nine percent (49%) of the capital or voting stock or partnership or other beneficial interest of Trustor is sold, conveyed, alienated, assigned, transferred, or encumbered, whether any of the foregoing events occurs in any manner, directly or indirectly, whether voluntary, involuntary or by operation of law, without the prior written consent of Beneficiary, then, and in any such event, all indebtedness secured by this Deed of Trust shall become immediately due and payable at the election of Beneficiary, without notice. Trustor shall give reasonable written notice to Beneficiary of any transfer of said real property or other event described in this paragraph prior to any such transfer or event. Trustor shall furnish in writing to Beneficiary all reasonable information concerning any transfer of said real property or other such event that is requested by Beneficiary, including, without limitation, the name and address of the transferee, financial statements of the transferee, a full description of the business of the transferee, and the complete terms of the transfer.

16. a. As used in this Deed of Trust, the following definitions shall apply:

1) "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating

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human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq., the Clean Water Act, 33 U.S.C. section 1251, et seq., the Hazardous Substance Account Act, California Health and Safety Code section 25100, et seq., the Medical Waste Management Act, California Health and Safety Code section 25015, et seq., and the Porter-Cologne Water Quality Control Act, California Water Code section 13000, et seq.

2) "Hazardous Substances" shall mean any substance or material described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

3) "Person" shall mean any natural person, any organization or legal entity of any kind, and any government or governmental agency or authority of any kind, including the US. Environmental Protection Agency, the California Environmental Protection Agency, and the California Department of Toxic Substances Control.

4) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Substances into or through soil, surface water or groundwater.

- b. Trustor shall not use, produce, process, manufacture, generate, treat, handle, store, or dispose of any Hazardous Substances in, on or under said real property, or use said real property for any such purposes, or Release any Hazardous Substances into any air, soil, surface water or groundwater comprising said real property, or permit any Person using or occupying said real property or any part thereof to do any of the foregoing. The preceding sentence shall not prohibit the ordinary use of Hazardous Substances normally used in the operation or maintenance of properties similar to said real property, provided the amount of such Hazardous Substances does not exceed the quantity necessary for the normal operation and maintenance of said real property in the ordinary course of business and the use, storage and disposal of such Hazardous Substances strictly comply with all applicable Environmental Laws. Trustor shall comply, and shall cause all persons using or

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occupying said real property or any part thereof to comply, with all Environmental Laws applicable to said real property, or the use or occupancy thereof, or any operations or activities therein or thereon. Trustor shall obtain all permits, licenses and approvals required by all applicable Environmental Laws for the use and occupancy of, and all operations and activities in, said real property, comply fully with all such permits, licenses and approvals, and keep all such permits, licenses and approvals in full force and effect. Immediately after Trustor obtains any information indicating that any Hazardous Substances may be present or any Release or threatened Release of any Hazardous Substances may have occurred in, on or under said real property (or any nearby real property which could migrate to said real property) or that any violation of any Environmental Laws may have occurred at said real property, Trustor shall give written notice thereof to Beneficiary with a reasonably detailed description of the event, occurrence or condition in question. Trustor shall immediately furnish to Beneficiary copies of all written communications received by Trustor from any Person (including notices, claims or citations that any Release or threatened Release of any Hazardous Substances or violation of any Environmental Laws has actually or allegedly occurred) or given by Trustor to any Person concerning any past or present Release or threatened Release of any Hazardous Substances in, on or under said real property (or any nearby real property which could migrate to the said real property) or any past or present violation of any Environmental Laws at said real property. If Beneficiary obtains any information that Beneficiary believes in good faith indicates a reasonable possibility that any Hazardous Substances may be present or any Release or threatened Release of any Hazardous Substances may have occurred in, on or under said real property (or any nearby real property which could migrate to said real property) or any violation of any Environmental Laws may have occurred at said real property, then Trustor shall, at the expense of Trustor, promptly after a request by Beneficiary, have a qualified environmental engineer investigate the presence, Release or threatened Release of such Hazardous Substances and the existence of such violation of Environmental Laws and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from such investigation. The environmental engineer who will prepare the report, the scope of the investigation to be undertaken (which may include soil and groundwater sampling) and the methodology to be used shall be subject to the prior written approval of Beneficiary. Beneficiary (and its representatives) shall have the right, at all reasonable times and after reasonable prior notice (except no such notice shall be required in an emergency) to inspect said real property and every part thereof and to review all books, records and files of Trustor relating to any past or present Release or threatened Release of any Hazardous Substances in, on or under said real property or any past or present violation of

Initials: 

any Environmental Laws at said real property, and Trustor shall give Beneficiary access to said real property for such purposes. Trustor shall promptly furnish in writing to Beneficiary all information concerning any past or present Release or threatened Release of any Hazardous Substances in, on or under said real property or any past or present violation of any Environmental Laws at said real property that is requested from time to time by Beneficiary. Trustor acknowledges that all inspections and reviews undertaken by Beneficiary are solely for the benefit and protection of Beneficiary and agrees that Beneficiary shall have no duty to Trustor with respect to Hazardous Substances or Environmental Laws as a result of any such inspections or reviews.

- c. If any Release or threatened Release of any Hazardous Substances in, on or under said real property exists or occurs, Trustor shall immediately give written notice of the condition to Beneficiary, and Trustor shall promptly clean up and remove all Hazardous Substances and restore said real property (the "Remediation Work"). Trustor shall comply with the orders and directives of all Persons having jurisdiction over said real property or the Remediation Work. Trustor shall submit to Beneficiary, for Beneficiary's prior written approval, complete plans and specifications for all Remediation Work to be done by Trustor before any Remediation Work is performed, except in an emergency. Such plans and specifications shall be prepared by a qualified environmental engineer approved in writing by Beneficiary, and in compliance with all applicable Environmental Laws and other applicable laws, ordinances, rules and regulations. Trustor shall obtain all required permits, licenses and approvals for the Remediation Work, prosecute the Remediation Work diligently, and complete the Remediation Work in a timely manner. Trustor shall pay for all Remediation Work, including the cost of plans and specifications, utilities, permits, fees, taxes and insurance premiums in connection therewith. Trustor shall, on demand, pay to Beneficiary all direct costs and reimburse Beneficiary for all expenses incurred by Beneficiary in connection with any review, approval or inspection by Beneficiary relating to the Remediation Work, together with interest thereon from the date of expenditure until paid at the annual interest rate after maturity set forth in said Promissory Notes. Under no circumstances shall Beneficiary be liable to Trustor for any damage, loss, cost or expense incurred by Trustor on account of any plans and specifications for the Remediation Work, the performance of any Remediation Work or any delay in completion of any Remediation Work. Trustor shall furnish to Beneficiary, promptly upon receipt or preparation, copies of all reports, studies, analyses, investigations, contracts, correspondence, claims, complaints, pleadings and other information and communications received or prepared by Trustor at any time in connection with any Remediation Work, or any past or present Release or threatened Release of any Hazardous

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Substances in, on or under said real property (or any nearby real property which could migrate to said real property), or any past or present violation of any Environmental Laws at said real property, or the necessity for or adequacy of any Remediation Work.

- d. Trustor shall indemnify and defend Beneficiary (and its directors, officers, employees, agents and representatives) against and hold Beneficiary (and its directors, officers, employees, agents and representatives) harmless from all claims, demands, liabilities, losses, damages, costs and expenses in any way arising from, relating to or connected with the existence, location, nature, use, generation, manufacture, storage, disposal, handling, or past, present or future Release or threatened Release of any Hazardous Substances in, on or under said real property, or any past, present or future violation of any Environmental Laws at said real property, or any breach of any representation or warranty made by Trustor in this Deed of Trust, or any failure to perform any obligation of Trustor in accordance with this Deed of Trust. The foregoing indemnification shall include all expenses of investigation and monitoring, costs of containment, abatement, removal, disposal, repair, cleanup, restoration and remedial work, penalties, fines, attorneys' fees and disbursements, and other response costs. If Trustor fails to perform any obligation of Trustor in accordance with this Deed of Trust, Beneficiary shall have the right, but no obligation, to perform such obligation on behalf of Trustor. Trustor shall, on demand, pay to Beneficiary all sums expended by Beneficiary in the performance of any such obligations of Trustor, together with interest thereon from the date of expenditure until paid at the annual interest rate after maturity set forth in said Promissory Notes. If any event of default occurs under this Deed of Trust, Beneficiary shall have the right, but no obligation, at the expense of Trustor, to have a comprehensive environmental assessment of said real property, including soil and groundwater sampling and in scope satisfactory to Beneficiary, prepared by an engineer selected by Beneficiary, in order to ascertain whether any Hazardous Substances are present or any Release or threatened Release of Hazardous Substances has occurred in, on or under said real property (or any nearby real property which could migrate to said real property) or any violation of any Environmental Laws exists at said real property. Trustor shall, on demand, pay to Beneficiary all sums expended by Beneficiary in connection with any such comprehensive environmental assessment, together with interest thereon from the date of expenditure until paid at the annual interest rate after maturity set forth in said Promissory Notes.
- e. The obligations of Trustor under this paragraph 16 are separate from and in addition to the obligations to pay the indebtedness evidenced by said Promissory Notes and to perform the other obligations under this Deed of Trust. The liability of Trustor under

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this paragraph 16 shall not be limited to or measured by the amount of the indebtedness owed under said Promissory Notes or this Deed of Trust or the value of said real property. Trustor shall be fully and personally liable for all obligations of Trustor under this paragraph 16 and a separate action may be brought and prosecuted against Trustor under this paragraph 16. The liability of Trustor under this paragraph 16 shall not be subject to any limitations set forth in said Promissory Notes or elsewhere in this Deed of Trust on personal liability for the payment of the indebtedness evidenced by said Promissory Notes, or the remedies of Beneficiary for enforcement of the obligations under said Promissory Notes or this Deed of Trust, or the recourse of Beneficiary for satisfaction of such obligations. Trustor agrees that no action for the enforcement of or recovery of damages under this paragraph 16 shall constitute an action within the meaning of California Code of Civil Procedure section 726, which shall not apply to this paragraph 16, and no judgment against Trustor in any action pursuant to this paragraph 16 shall constitute a money judgment or a deficiency judgment within the meaning of California Code of Civil Procedure sections 580a, 580b, 580d or 726. This paragraph 16 and the obligations of Trustor hereunder shall survive, and remain in full force and effect after, any reconveyance of this Deed of Trust or any foreclosure of this Deed of Trust (whether by judicial action, exercise of the power of sale, deed in lieu of foreclosure, or otherwise) with respect to any past, present or future Release or threatened Release of any Hazardous Substances in, on or under said real property, or any past, present or future violation of any Environmental Laws at said real property which occurred, or the onset of which occurred, before such reconveyance or foreclosure, and Beneficiary shall have the right to enforce this paragraph 16 after any such reconveyance or foreclosure. This paragraph 16 shall not affect, impair or waive any rights or remedies of Beneficiary or any obligations of Trustor with respect to Hazardous Substances created or imposed by Environmental Laws (including Beneficiary's rights of reimbursement or contribution under Environmental Laws). The remedies in this paragraph 16 are cumulative and in addition to all remedies provided by law.

17. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party unless brought by Trustee.

18. Trustor hereby expressly, irrevocably, fully and forever releases, waives, and relinquishes any and all right to trial by jury and to receive punitive or exemplary damages from Beneficiary (or shareholder, director, officer, employee, agent, representative, partner or participant or subsidiary of Beneficiary) in any claim, demand, action, suit, proceeding, or cause of action in which Trustor and Beneficiary are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing

or hereafter arising and whether based upon contract or tort or any other legal basis: This Deed of Trust and said Promissory Notes, or any of them; any past, present or future act, omission, conduct or activity with respect to this Deed of Trust and said Promissory Notes, or any of them; any transaction, event or occurrence contemplated by this Deed of Trust and said Promissory Notes, or any of them; the performance of any obligation or the exercise of any right under this Deed of Trust and said Promissory Notes, or any of them; or the enforcement of this Deed of Trust and said Promissory Notes, or any of them. Trustor agrees that this Deed of Trust constitutes written consent that trial by jury shall be waived in any such claim, demand, action, suit, proceeding or other cause of action pursuant to California Code of Civil Procedure section 631 and agrees that Beneficiary shall have the right at any time to file this Deed of Trust with the clerk or judge of any court in which any such claim, demand, action, suit, proceeding or other cause of action may be pending as statutory written consent to waiver of trial by jury in accordance with California Code of Civil Procedure Section 631.

19. The Trustors shall provide Beneficiary annual financial statements to Beneficiary within 120 days following the close of each fiscal year.

20. Beneficiary agrees to release the Intellectual Property (as more fully described on Schedule "B") from the lien of this Deed of Trust on the following conditions:

- a. The Beneficiary must receive a written request to release the Intellectual Property on forms provided by Beneficiary and signed by Trustor together with a reasonable service charge determined by Beneficiary to be sufficient for the release;
- b. The Promissory Notes must be current as to all required payments and there must be no event of default in effect or any event which with the passage of time or the giving of notice or both would be become an event of default under the Promissory Notes, the Deed of Trust or any other document executed by Fess Elisha Parker, Jr. and Marcella Rinehart Parker (collectively, the "Guarantors"), Parker Trust, Parker Station or Marcella in connection with the loan evidenced by the Promissory Notes;
- c. There shall have been no adverse material changes in the financial condition of the Makers of the Promissory Notes, the Trustors or the Guarantors, as determined by Beneficiary in its sole discretion;
- d. The outstanding aggregate principal balance of the Promissory Notes at the time of the request must be less than Three Million and No/100 Dollars (\$3,000,000.00); and
- e. Trustor agrees to pay all fees, legal expenses and other out-of-pocket costs of Beneficiary incidental to the release of the Intellectual Property.

C. The following schedules are annexed hereto and made a part hereof: Schedule "A", Legal Description and Schedule "B", Equipment and Personal Property Description.

D. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the following address as provided by law:

Initials: 

Signature of Trustor:

Fess Elisha Parker Jr
FESS ELISHA PARKER, JR., Trustee of the FESS AND MARCELLA PARKER TRUST, under Revocable Trust Agreement dated June 5, 1970, Trustor

Marcella Rinehart Parker
MARCELLA RINEHART PARKER, Trustee of the FESS AND MARCELLA PARKER TRUST, under Revocable Trust Agreement dated June 5, 1970, Trustor

PARKER STATION, INC., a California corporation, also known as Fess Parker Winery, Trustor

By: Marcella Rinehart Parker
Marcella Rinehart Parker

Its: Vice President

By: Fess E. Parker Jr
Fess E. Parker, Jr.

Its: Chief Financial Officer

MARCELLA VINEYARDS, LLC, Trustor

By: Fess E. Parker Jr
Fess E. Parker, Jr.

Its: President

By: Fess E. Parker Jr
Fess E. Parker, Jr.

Its: Secretary

P. O. Box 908
Los Olivos, CA 93441

SS# 458-26-1145 (Fess Parker, Trustee)
SS# 485-16-3426 (Marcella Parker, Trustee)
TIN 77-0252879 (Parker Station, Inc.)
TIN 77-0457199 (Marcella Vineyards, LLC)

SEE ADDENDUM ATTACHED HERETO
AND INCORPORATED HEREIN BY
REFERENCE

**Addendum to Long Form Deed of Trust, Assignment of Rents,
Security Agreement and Financing Statement (California)**

This Addendum is an integral part of that certain Long Form Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (California) to which it is attached (the "Deed of Trust") in which Fess Elisha Parker, Jr. and Marcella Rinehart Parker, Trustees of the Fess and Marcella Parker Trust, under Revocable Trust Agreement dated June 5, 1970 (the "Parker Trust"); Parker Station, Inc., a California corporation, also known as Fess Parker Winery ("Parker Station"); and Marcella Vineyards, LLC, a California limited liability company ("Marcella"), are named as Trustor, Chicago Title Company, a California corporation, is named as Trustee, and The Equitable Life Assurance Society of the United States, a New York corporation, is named as Beneficiary. Except as otherwise defined in the Deed of Trust, capitalized terms shall have the meaning given to them in the Deed of Trust. Any inconsistency between the Deed of Trust and this Addendum shall be resolved in favor of this Addendum.

1. Notwithstanding anything to the contrary contained in the Deed of Trust, the Beneficiary acknowledges and agrees that the parties comprising Trustor have executed the Deed of Trust in order to subject their respective interests in the real property as set forth below to the lien of the Deed of Trust:

Parker Trust is the fee and reversionary owner in the real property described on Exhibit "A" to the Deed of Trust.

Parker Station holds a leasehold interest in the real property described on Exhibit "A" to the Deed of Trust under a written Lease dated January 1, 1990 (the "Parker Station Lease") between Parker Trust and Parker Station, a memorandum of which recorded September 12, 1990 as instrument no.90-060173 of Official Records of Santa Barbara County.

Marcella holds a sublease interest in the real property described on Exhibit "A" to the Deed of Trust pursuant to a written sublease which began March 31, 1997 (the "Marcella Sublease") between Parker Station and Marcella, a memorandum of which recorded _____ as instrument no. _____ of Official Records of Santa Barbara County.

2. The Parker Station Lease and the Marcella Sublease and each and every term and condition thereof, and any extensions, renewals, replacements or modifications of either or both, and all of the right, title and interest of Parker Station and Marcella in and to the real property encumbered by the lien of the Deed of Trust are and shall be



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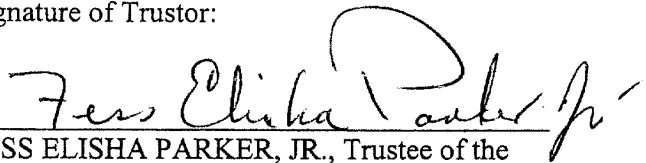
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subject and subordinate to the Deed of Trust and to all of the terms and conditions contained therein, all advances made or to be made thereunder, and to any renewals, modifications, supplements, replacements, consolidations, increases or extensions thereof.

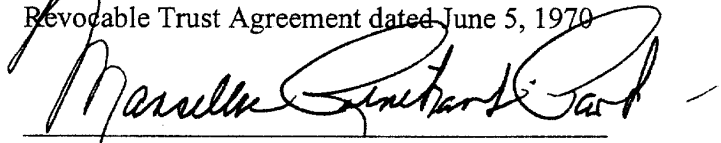
3. Notwithstanding anything contained in the Deed of Trust to the contrary, Parker Station is the owner of the vines located on the real property described on Exhibit "A" to the Deed of Trust. Notwithstanding the prior sentence, Parker Trust, Parker Station and Marcella each hereby agrees, acknowledges and confirms that any and all vines located on said real property are part of the "real estate" comprising said real property and will remain a part of the real estate throughout the term of the loans made by Beneficiary to Trustor which are secured by the Deed of Trust.

4. Notwithstanding that the defined term "Trustor" is used in the Deed of Trust to collectively mean Parker Trust, Parker Station and Marcella, it shall also be construed to mean Parker Trust, Parker Station and Marcella, separately and individually, as well.

Signature of Trustor:

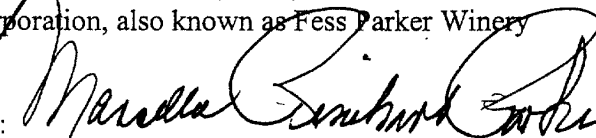


FESS ELISHA PARKER, JR., Trustee of the
Fess and Marcella Parker Trust, under
Revocable Trust Agreement dated June 5, 1970

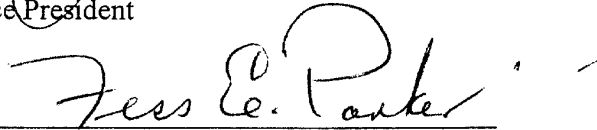


MARCELLA RINEHART PARKER, Trustee of
the Fess and Marcella Parker Trust under
Revocable Trust Agreement dated June 5, 1970

PARKER STATION, INC., a California
corporation, also known as Fess Parker Winery

By: 

Marcella Rinehart Parker
Vice President

By: 

Fess E. Parker, Jr.
Chief Financial Officer

MARCELLA VINEYARDS LLC, a
California limited liability company

By: Fess E. Parker Jr
Fess E. Parker, Jr., President

By: Fess E. Parker Jr
Fess E. Parker, Jr., Secretary

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F.P.

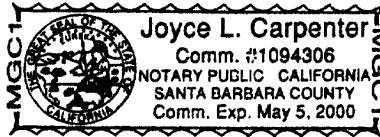
STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On April 29, 1998 before me, Joyce L. CARPENTER personally appeared FESS ELISHA PARKER, JR., personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joyce L. Carpenter
NOTARY PUBLIC



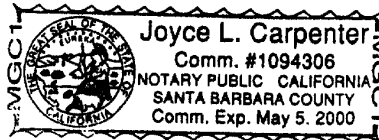
STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On April 29, 1998 before me, Joyce L. CARPENTER personally appeared MARCELLA RINEHART PARKER., personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signatures on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Joyce L. Carpenter
NOTARY PUBLIC



SCHEDULE "A"
LEGAL DESCRIPTION

LOAN NOS. F-199400.00, F-199400.02 AND F-199400.03

FESS ELISHA PARKER, JR. AND MARCELLA RINEHART PARKER, Trustees of the FESS AND
MARCELLA PARKER TRUST, under Revocable Trust Agreement dated June 5, 1970; PARKER
STATION, INC., a California corporation and MARCELLA VINEYARDS LLC

That portion of that certain Rancho or Tract of land known as the Rancho La Zaca, in the County of Santa Barbara, State of California, described as follows:

Beginning at the Northeast corner of the third parcel of land described in the deed to Theodore Chamberlin, Jr., recorded in Book 182, Page 296 of Official Records, records of said County, being a point on the Easterly line of the Rancho La Zaca from which the Southeast corner of said ranch bears South 0° 19' 20" West 200.04 feet; thence South 89° 52' 20" West 200 feet from and parallel with the said Southerly line of said rancho, and along the Northerly line of the land so described in the deed to Theodore Chamberlin, Jr., 7714.6 feet to the Southeasterly line of the Foxen Canyon Road; thence South 32° 18' West 237 feet to the said South line of Rancho La Zaca, from which a 3/4 inch pipe survey monument bears North 89° 52' 20" East 33.08 feet; thence South 89° 52' 20" West, along the said Southerly line of said rancho, 42.12 feet to the center line of said Foxen Canyon Road, same being the Southeast corner of the tract of land described in the deed to Harold H. Davis recorded in Book 366, Page 300 of Official Records, records of said County; thence following along the Easterly line of the land so described in said deed to Harold H. Davis and along the center line of said Foxen Canyon Road the following courses and distances: North 32° 18' East 363 feet to a 3/4 inch pipe; thence North 36° 11' East 1020.4 feet to a 3/4 inch pipe survey monument; thence North 35° 25' East 1725.9 feet to a 1/2 inch bolt survey monument; thence North 25° 20' East 424 feet to a harrow tooth survey monument; thence North 20° 26' East 1101 feet to a 1/2 inch rod survey monument; thence North 33° 15' East 1352.14 feet to a 3/4 inch pipe survey monument; thence North 16° 04' 30" East 231.3 feet to a 3/4 inch pipe survey monument; thence North 1° 24' 30" East 159.3 feet to a 3/4 inch pipe and the most Southerly corner of the tract of land described in deed to Frank H. Long recorded March 4, 1937 in Book 389, Page 439 of Official Records, records of said County; thence along the Southerly line of said last mentioned tract the following courses and distances: North 16° 59' East 87.37 feet and East 4604.9 feet to the Southeast corner of said last mentioned tract of land, being a point on the Easterly line of said Rancho La Zaca from which the Northeast corner of the tract of land described in deed to Harold H. Davis recorded in Book 385, Page 317 of Official Records, records of said County, bears North 0° 19' 20" West 51 feet; thence along the Easterly line of said Rancho La Zaca South 0° 19' 20" West 5335.36 feet to the point of beginning.

EXCEPTING therefrom that portion thereof, described as follows:

Beginning at the most Westerly corner of the above described tract of land, said point being in the center line of Foxen Canyon Road above mentioned and a point in the Southerly line of Rancho La Zaca; thence along said center line the following courses and distances: North 32° 18' East 363 feet; North 36° 11' East 1020.40 feet and North 35° 25' East 475.56 feet to a spike and tag; thence leaving said last mentioned center line South 42° 25' East 159.76 feet to a 3/4 inch iron pipe; thence South 12° 14' 40" East 241.09 feet to a 3/4 inch iron pipe; thence South 0° 13' 30" West 69.65 feet to a 3/4 inch iron pipe; thence North 86° 22' East 152.50 feet to a 3/4 inch iron pipe; thence South 16° 14' 40" West 179.79 feet to a spike and a tag in a live oak tree; thence South 33° 43' West 227.44 feet to a 3/4 inch iron pipe; thence South 52° 17' West 293.74 feet to a 3/4 inch iron pipe; thence South 40° 06' 30" West 412.57 feet to a 3/4 inch iron pipe; thence South 51°

SCHEDULE "A"
LEGAL DESCRIPTION

LOAN NOS. F-199400.00, F-199400.02 AND F-199400.03

FESS ELISHA PARKER, JR. AND MARCELLA RINEHART PARKER, Trustees of the FESS AND MARCELLA PARKER TRUST, under Revocable Trust Agreement dated June 5, 1970; PARKER STATION, INC., a California corporation and MARCELLA VINEYARDS LLC

23' 30" West 74.09 feet to a 3/4 inch iron pipe; thence South 89° 52' 20" West 481.23 feet to a point on the Easterly line of Foxen Canyon Road; thence along said Easterly line of said road South 32° 18' West 237 feet to the South line of said Rancho La Zaca; thence along the South line of said Rancho South 89° 52' 20" West 42.12 feet to the point of beginning.

Also excepting therefrom all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas and all other hydrocarbons and like substances in, upon and under said land.

Together with the interest of Harold H. Davis (subject to a Decree of Settlement and Preliminary Distribution, recorded November 15, 1989 as Instrument No. 89-74012 of Official Records) in and to the diverting dam and appliances on Zaca Creek North of the North Boundary of said Zaca Ranch with necessary rights-of-way to use said water right.

Schedule "B"
Equipment and Personal Property Description
Fess and Marcella Parker Trust
Parker Station, Inc.
Marcella Vineyards LLC
Loan Nos. F-199400.00, F-199400.02 and F-199400.03

1. Any and all trademark(s) and tradestyle(s), whether common law or registered, and whether registered with the State of California or any State or the Federal Government or any other government; any and all label designs(s) or other copyrighted material(s), whether common law or registered, and whether registered with the State of California or any state or the Federal Government or any other government; and all other intellectual property used by the Debtor in connection with the labeling, marketing, merchandising and sale of wine, grapes, and grape juice or related products, and all good will associated with the foregoing (collectively the "Intellectual Property").

2. All irrigation and frost protection equipment. Debtor hereby agrees that all such equipment is and shall constitute fixture(s) and is part of the real property security. This equipment includes, but is not limited to the following:

<u>Location</u>	<u>Pump</u>	<u>Type</u>	<u>Serial No.</u>	<u>Motor</u>	<u>Type</u>	<u>H.P.</u>	<u>Serial No.</u>
Irr. Well	No plate	Submersible	No Plate	No Plate	Elec.	25	No Plate
Booster @ Winery	Cornell	Turbine	69354-9.5	Marathon	Elec.	30	A15094U55
Booster @ Reservoir	No plate	Turbine	129503	Baldor	Elec.	25	JMM2516T
Domestic Well	No plate	Submersible	No plate	No plate	Elec.		No plate
Booster	Peerless	Turbine	114-5532	G.E.	Elec,	5	PCK8A-005
Booster	Jacuzzi	Turbine	No Plate	Emerson	Elec.	2	No Plate
Booster	Jacuzzi	Turbine	No Plate	G.E.	Elec.	1	No Plate
Booster	Jacuzzi	Turbine	No Plate	G.E.	Elec.	1	No Plate

Together with the drip system, sand filters, (At winery: 3 Atec drip filters, Model No. 24D-S, at Reservoir: AHF filter, Ser. No. 960683) and overhead sprinkler system.

Schedule "B" - Continued
Equipment and Personal Property Description
Fess and Marcella Parker Trust
Parker Station, Inc.
Marcella Vineyards LLC
Loan Nos. F-199400.00, F-199400.02 and F-199400.03

3. All winemaking equipment, wine tanks and barrels now or hereafter acquired, whether or not physically affixed to the security. Debtor hereby agrees that all such equipment is and shall constitute fixture(s) and is a part of the real property security. This equipment includes, but is not limited to, the following:

<u>Stainless Steel Cooperage:</u>	<u>Amount</u>	<u>Gallons</u>	<u>Total Capacity</u>
(Santa Rosa Stainless Steel	2	959	1,918
fabricated tanks, both	2	1,229	2,458
storage and jacketed)	2	1,493	2,986
	5	2,988	14,940
	3	3,014	9,042
	4	5,610	22,440
	1	5,681	5,681
	1	12,450	<u>12,450</u>
Total Stainless Steel Cooperage			71,915
 <u>Portatanks (stainless steel):</u>			
	1	350	350
	1	450	<u>450</u>
Total Plastic			850
 <u>Oak Barrels:</u>			
French Oak			
1995	160	60	9,600
1994	306	60	18,360
1993	100	60	6,000
1992	<u>268</u>	60	<u>16,068</u>
	834		50,028
American Oak			
1995	83	60	4,980
1994	123	60	7,380
1993	<u>30</u>	60	<u>1,800</u>
	236		14,160

Schedule "B" - Continued
Equipment and Personal Property Description
Fess and Marcella Parker Trust
Parker Station, Inc.
Marcella Vineyards LLC
Loan Nos. F-199400.00, F-199400.02 and F-199400.03

Crushing , Fermenting, and Bottling Equipment

- One – 12,000L Europress (membrane type). Serial No. 961040
- One – 7.5 HP Carlson Positive displacement pump. Serial No. 130356
- One – Yamata 2" diaphragm air pump. Serial No. 5-4A93059
- One – Yamata air pump. Serial No. 888881D5.
- One – Rauch Destemmer Crusher. Model No. A-12.
- One – Rauch Must Pump. Model ME-80.
- One – Della Toffola Pressure Leaf Filter (5 square meters). Serial No.89350
- One – Della Toffola Combination Plate and Frame Filter and Lees Filter. No Plate.
- One – Carrier 40 ton chiller. Serial No. 30GT-040-6
- One – Ingersoll Rand air compressor. Serial No. 30T714329
- One – Devilbiss air compressor. Serial No. CAC-4029

Together with all compressed gas tanks, water system with tanks and lines, all wine filtering systems, transfer pipes, hoses, valves, fittings, electrical panels and control systems.

Other Equipment

All warehouse equipment including forklifts, all other miscellaneous winery tools and equipment, and all water pumps and storage tanks.

4. All computers, laboratory equipment, office equipment, and furniture, tasting room and kitchen equipment and furniture. Debtor hereby agrees that all such equipment is and shall constitute fixture(s) and is part of the real property security.

Schedule "B" – Continued
Equipment and Personal Property Description
Fess and Marcella Parker Trust
Parker Station, Inc.
Marcella Vineyards LLC
Loan Nos. F-199400.00, F-199400.02 and F-199400.03

5. Bottling Line

1994 Wells Cargo Trailer
Serial # License #

GAI Monoblock (Filler, Corker)
Serial # NL100 Model # 3001ELV

McBrady Orbital Sparger
Serial # A48-1885 Model # 60

GAI Spinner
Serial # LF680

Imprestek Labeler
Serial # Model #

Ingersoll Rand Air Compressor
Serial # 35119608 Model # 2540E10

Duo-Therm Boiler
Serial # 35119608 Model # 57915 621

Yamada Air Pump
Serial # 88758403 Model # 25BSH

Conveyor Belts

ATTACH TO DEED OF TRUST AND UCC-1

SCHEDULE "B"
Continued

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registered</u>	<u>File Date</u>
Fess Parker (and Design)	75-195,588	2,117,829	12/2/97	11/12/96
American Tradition Reserve Fess Parker (stylized letters)	75-195,575	2,095,307	9/9/97	11/12/96

STLD01-633713V1

RECORDED: 05/11/1998

TRADEMARK
REEL: 1730 FRAME: 0399