RG 3-501

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06-07-2001

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

To the Honorable Commissioner of Patents a ... the attached original documents or copy thereof.

1. Name of conveying party(ies):
Trefethen Vineyards Winery, Inc. formerly Trefethen, Eugene Edgar Jr., and Trefethen, Catherine M., dba Trefethen Vineyards

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State California
- ☐ Other

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

2. Name and address of receiving party(ies)
Name: The Prudential Insurance Company of America
Internal Address:
Street Address: 2998 Douglas Blvd., Suite 260
City: Roseville State: CA Zip: 95661

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State New Jersey
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation 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
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: 2-28-01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1096927

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James F. Eastman, Esq.
Internal Address:
c/o Steefel, Levitt & Weiss
Street Address: One Embarcadero Center
30th Floor
City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40

- ☒ 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.

James F. Eastman — Name of Person Signing
Signature
5/29/01 — Date

Total number of pages including cover sheet, attachments, and document: 51

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 415.788.0900

Name James F.Eastman

Address (line 1) c/o Steefel, Levitt & Weiss

Address (line 2) One Embarcadero Center, 30th Floor

Address (line 3) San Francisco, CA 94111

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1096927		

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

James F. Eastman		2/28/01
Name of Person Signing	Signature	Date Signed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Steefel, Levitt & Weiss
One Embarcadero Center, 30th Floor
San Francisco, California 94111

Attention: James F. Eastman, Esq. [MASTER]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

[MASTER]

THIS AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS dated as of 2/28, 2001 amends and restates that certain Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated as of December 22, 1995, recorded on December 27, 1995 as Instrument No. 95-029036, in the Official Records of Napa County, California, originally made by (i) JOHN V. TREFETHEN AND JANET S. TREFETHEN, HUSBAND AND WIFE, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, TRUSTEES OF THE TREFETHEN FAMILY TRUST DATED MARCH 26, 1990, and JOHN V. TREFETHEN, A MARRIED MAN, and JOHN CRNCICH & CO., a California corporation, and EXCHANGE HOLDING CORPORATION, a California corporation, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, HUSBAND AND WIFE, (ii) JOHN V. TREFETHEN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, and CATHERINE MORGAN TREFETHEN, A MARRIED WOMAN, and EUGENE E. TREFETHEN, JR., WHO ACQUIRED TITLE AS A MARRIED MAN, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, HUSBAND AND WIFE, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, TRUSTEES OF THE TREFETHEN FAMILY TRUST DATED MARCH 26, 1990, and (iii) TREFETHEN VINEYARDS WINERY, INC., a California corporation, having a mailing address at P.O. Box 2460, Napa, California 94558, in favor of First American Title Company of Napa, having offices at 1700 2nd Street, Suite 120, Napa, California 94559, as trustee, and for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at 1318 E. Shaw Avenue, Suite 308, Fresno, California 93710, a portion of which was (a) assumed by CATHERINE M. TREFETHEN AND JOHN V. TREFETHEN, AS CO-TRUSTEES OF THE SURVIVOR'S TRUST, TO BE ADMINISTERED UNDER THE PROVISIONS OF ARTICLE THREE OF THE TRUST AGREEMENT FOR THE TREFETHEN FAMILY TRUST (created under Trust Agreement dated March 26, 1990 (sometimes also referred to as dated November 23, 1983), CARLA SAUNDERS AND JOHN V. TREFETHEN, AS CO-TRUSTEES OF "CARLA'S NON-EXEMPT TRUST," TO BE

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ADMINISTERED UNDER THE PROVISIONS OF ARTICLE SIX OF THE TRUST AGREEMENT, JOHN V. TREFETHEN, an individual, and JOHN AND JANET TREFETHEN REVOCABLE TRUST pursuant to that certain Assumption Agreement dated as of April 27, 1997 and recorded on July 25, 1997 as Instrument No. 9716762 in the Official Records of Napa County, State of California; and (b) assigned to and assumed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership pursuant to that certain Assumption Agreement dated as of August 29, 1997, recorded on October 7, 1997 as Instrument No. 97-023744, in the Official Records of Napa County, California (collectively, the "Original Deed of Trust").

THE PARTIES HERETO AGREE THAT THE ORIGINAL DEED OF TRUST SHALL BE AMENDED AND RESTATED, IN ITS ENTIRETY, AS FOLLOWS

AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE
FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS,
LEASES AND AGREEMENTS

[MASTER]

THIS AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "Deed of Trust") is made as of 2/28, 2001 by (i) TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV, Ltd.") and JOHN V. TREFETHEN AND JANET S. TREFETHEN, AS TRUSTEES OF THE JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994 (collectively, the "Vineyards Property Trustors"), and (ii) TREFETHEN VINEYARDS WINERY, INC., a California corporation ("Trefethen Winery," and together with the Vineyards Property Trustors, collectively, "Trustor"), having a mailing address at P.O. Box 2460, Napa, California 94558, in favor of First American Title Company of Napa, having offices at 1700 2nd Street, Suite 120, Napa, California 94559, as trustee ("Trustee"), and for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at Woodward Centre, 7108 North Fresno Street, Suite 400, Fresno, CA 93720 ("Beneficiary").

WITNESSETH:

Trustor HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO Trustee, IN TRUST, WITH POWER OF SALE all of Trustor's right, title and interest now owned or hereafter acquired in and to the following property, together with the Personalty (as hereinafter defined), all of which is hereinafter collectively defined as the "Property":

A. That certain real property (collectively, the "Land") located in the County of Napa, California as more particularly described on Exhibit A-1, A-2 and A-3 attached hereto;

B. All Improvements (as hereinafter defined) and all appurtenances, easements, rights and privileges thereof, including all minerals, oil, gas and other hydrocarbon substances thereon or therein, air rights, water, and water rights (whether riparian, appropriative, or pursuant to state

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or federal entitlements or allotments, or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with the Land, and development rights, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof;

C. All Fixtures (as hereinafter defined), whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land;

D. All Easement Agreements (as hereinafter defined) and all other rights of ingress, egress, reciprocal agreements and other appurtenances relating to the Land; and

E. The Rents and Proceeds (as hereinafter defined), whether by sale or otherwise.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may determine: (i) payment of the Indebtedness (as hereinafter defined); and (ii) payment (with interest as provided) and performance by Trustor of the Obligations (as hereinafter defined). Notwithstanding the foregoing, or any other term contained herein or in the Loan Documents, none of Trustor's obligations under or pursuant to the Hazardous Substances Agreement shall be secured by the lien of this Deed of Trust.

ARTICLE 1
DEFINITIONS

Certain Defined Terms: As used in this Deed of Trust the following terms shall have the following meanings:

1.1 Application: Collectively, the Vineyards-A Application, the Vineyards-B Application, the Winery-A Application and the Winery-B Application.

1.2 Collateral: As defined in Paragraph 7.1 hereof.

1.3 Costs: As defined in Paragraph 9.21 hereof.

1.4 Easement Agreements: Any and all ingress or egress easements or agreements, reciprocal easements or operating agreements or other appurtenances, easements or real property rights or interests relating to the Land, whether now owned or hereafter acquired, together with all water agreements relating to the Land, including without limitation (i) that certain "Agreement" by and between E. E. Trefethen, Jr. and NAPACO Vineyards, a co-partnership consisting of Lelio N Bianchini and Louis A. Petri and recorded August 17, 1971 in Book 857 at page 629 of the Official Records of Napa County, California, (ii) that certain "Roadway, Utilities and Water System Easements and Maintenance Agreement" executed by and between Eugene E. Trefethen, Jr., Michael J. Hastings, A. Dean Jenkins, and Eugene E. Trefethen, Jr. and Catherine M. Trefethen as Trustees of the Trefethen Family Trust Dated March 26, 1990, and recorded August 30, 1995 as Series No. 1995019026 of the Official Records of Napa County, California, (iii) that certain "Water Use Agreement" executed by and between Eugene E. Trefethen, Jr., Trustee under the Trefethen 1983 Family Trust, John V. Trefethen and Trefethen Winery, and recorded July 16, 1990 in Book 1753 at page 792 of the Official Records of Napa County, California, and (iv) that certain "Effluent Disposal Agreement" executed by and between Eugene E. Trefethen, Jr., Trustee under the Trefethen 1983 Family Trust, and Trefethen Winery, and

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recorded July 16, 1990 in Book 1753 at page 806 of the Official Records of Napa County, California.

1.5 Event of Default: As defined in Paragraph 3.1 hereof.

1.6 Fixtures: Any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law, including, without limitation, any Improvements and/or any items set forth in the Inventory which become so related or attached to the Land.

1.7 Hazardous Substances Agreement: Collectively, the Vineyards-A Hazardous Substances Agreement, the Vineyards-B Hazardous Substances Agreement, and the Winery Hazardous Substances Agreement.

1.8 Impositions: All real estate and personal property and other taxes and assessments, and any and all other charges, expenses, payments, claims, mechanics' or material suppliers' liens or assessments of any nature that at any time prior to or after the execution of the Loan Documents may be assessed, levied, imposed, or become a lien upon the Property or the rent or income received therefrom, or any use or occupancy thereof.

1.9 Improvements: All (i) building improvements ("Buildings") and fixtures now or hereafter located on the Land, including, without limitation, all buildings, houses, sheds, warehouses, storage facilities and other buildings, (ii) irrigation and drainage equipment located on or used in connection with the Land, including, without limitation, wells, pumps, motors, engines, gearheads, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and well casings, (iii) enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire, (iv) crop protection equipment and apparatus located on or used in connection with the Land, including, without limitation, frost protection equipment and wind machines, (v) electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe, and (vi) trees, vines and other permanent plantings (whether Fructus Naturales or Fructus Industriales (Emblements)), whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, endposts, and stakes relating thereto.

1.10 Indebtedness: The indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium due thereunder) and all other amounts due from Trustor to Beneficiary evidenced or secured by the Loan Documents, plus interest on all such amounts as provided in the Loan Documents.

1.11 Inventory: The personal property described in Exhibit B attached hereto.

1.12 Laws and Restrictions: All laws, regulations, orders, codes, ordinances, rules, statutes and policies, restrictive covenants and other title encumbrances, permits and approvals, leases and other rental agreements, relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Trustor.

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1.13 Leases: Any and all leasehold interests, including subleases and tenancies following attornment, now or hereafter affecting or covering any part of the Property.

1.14 Loan: Collectively, the Vineyards-A Loan, the Vineyards-B Loan, and the Winery Loan.

1.15 Loan Documents: Collectively, this Deed of Trust, the Vineyards-A Loan Documents, the Vineyards-B Loan Documents, and the Winery Loan Documents.

1.16 Note: Collectively, the Vineyards-A Note, the Vineyards-B Note, the Winery-A Note, and the Winery-B Note.

1.17 Obligations: Any and all of the covenants, promises and other obligations (including payment of the Indebtedness) made or owing by any Trustor to or due to Beneficiary as provided in the Loan Documents and all of the material covenants, promises and other obligations made or owing by any Trustor to any other Person relating to the Property.

1.18 Person: Any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

1.19 Personalty: Trustor's right, title and interest in and to any and all personal property now or hereafter located in, upon or about or collected or used in connection with the Property, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and noncash products and proceeds thereof, including, without limitation: all property listed in the Inventory, all equipment, the Easement Agreements, the Agreements, all crops now or hereafter grown or growing on the Land, all crops and farm products now or hereafter generated by the Land (whether Fructus Naturales or Fructus Industriales (Emblements), including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whether or not then stored on the Land), all Leases and contracts related to or pertaining to the Property and any and all guaranties thereof, all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property, all other tangible and intangible property and rights relating to the Property or its operation, or to be used in connection with the Property, including, but not limited to all agreements, licenses, governmental authorizations or permits pertaining to the Property or the development, ownership, management or operation thereof, all trademarks, service marks, designs, logos, names or similar identifications pertaining to the Property or under which the Property may be known or operated whether registered or unregistered (including, without limitation, the Trefethen winery label, the Eshcol winery label, and all tradenames and logos related thereto), and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property, and all accounts, contract rights and general intangibles (including any rents, issues, profits, insurance proceeds and condemnation awards or compensation) arising out of or incident to the ownership, development or operation of the Property encumbered hereby and all construction materials and supplies, leasehold interests in personal property, all water stock relating to, and all water rights appurtenant to the Property, contractual rights for the use of water, drainage rights, and rights to receive or transport water to, the Property, including, without limitation, any right to receive water or subsidies with respect to

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the price thereof under any contract with, or program administered by, the State of California Department of Water Resources; provided, however, that Personalty shall not include (i) any inventory relating to the Winery Property, (ii) any accounts derived from the sale of inventory, goods or services relating to the Winery Property, or (iii) any of the products or proceeds of such excluded property relating to the Winery Property(collectively, the "Excluded Property").

1.20 Principal Party: Any Trustor, any general partner of a partnership Trustor, any managing member of a limited liability Trustor or a limited liability member or general partner of any Trustor, any parent company of any corporate Trustor or any such general partner or any such managing member, any Person owning directly or indirectly 50% or more of the outstanding shares of a corporate Trustor, or any parent company of such Trustor, any Person owning directly or indirectly 50% or more of the outstanding membership interests of a limited liability company Trustor or any parent company of such Trustor, any trustee or beneficiary with a direct or indirect beneficial interest of 50% or more in any Trustor or the Property, any owner of the Property, or any guarantor of Trustor's obligations under the Loan Documents.

1.21 Property: As defined in the above granting paragraph of this Deed of Trust.

1.22 Receiver: Any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

1.23 Rents and Proceeds: All rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Property or interest therein) and other income from the Property.

1.24 Secondary Interest Rate: As defined in the Note.

1.25 Title Policy: The ALTA lender's title insurance policies delivered to Beneficiary in connection with the Loan.

1.26 Vineyards-A Application: The First Mortgage Loan Application dated October 11, 1995, executed by John V. Trefethen, Janet S. Trefethen, Eugene E. Trefethen, Jr., and Catherine M. Trefethen (referred to as "Applicant" therein), which Application includes the mortgage loan conditions attached thereto.

1.27 Vineyards-A Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by the Vineyards Property Trustors, as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Vineyards-A Note.

1.28 Vineyards-A Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by the Vineyards Property Trustors, as "Borrower," to the benefit of Beneficiary as "Lender" relating to the Vineyards-A Property.

1.29 Vineyards-A Loan: The loan from Beneficiary to the maker under the Vineyards-A Note, as evidenced by the Vineyards-A Note.

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1.30 Vineyards-A Loan Documents: The Vineyards-A Note, the Vineyards-A Deed of Trust, the Vineyards-A Application, and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.31 Vineyards-A Note: The Amended and Restated Promissory Note of even date herewith executed by the Vineyards Property Trustors in the original principal amount of Nine Million Two Hundred Thousand Dollars ($9,200,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.32 Vineyards-A Property: As defined in the granting paragraph of the Vineyards-A Deed of Trust and termed "Property" therein.

1.33 Vineyards-B Application: Collectively, the First Mortgage Loan Application dated October 11, 1995, executed by Eugene E. Trefethen and Catherine M. Trefethen (referred to as "Applicant" therein) and that certain Rate Lock Letter and Term Sheet dated December 11, 2000, executed by TFV, Ltd.

1.34 Vineyards-B Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by TFV, Ltd., as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Vineyards-B Note.

1.35 Vineyards-B Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by TFV, Ltd., as "Borrower," to the benefit of Beneficiary as "Lender" relating to the Vineyards-B Property.

1.36 Vineyards-B Loan: The loan from Beneficiary to the maker under the Vineyards-B Note, as evidenced by the Vineyards-B Note.

1.37 Vineyards-B Loan Documents: The Vineyards-B Note, the Vineyards-B Deed of Trust, the Vineyards-B Application, and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.38 Vineyards-B Note: The Amended and Restated Promissory Note of even date herewith executed by the TFV, Ltd. in the original principal amount of Two Million Eight Hundred Fifty Thousand Dollars ($2,850,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.39 Vineyards-B Property: As defined in the granting paragraph of the Vineyards-B Deed of Trust and termed "Property" therein.

1.40 Vineyards Loans: Collectively, the Vineyards-A Loan and the Vineyards-B Loan.

1.41 Vineyards Property: Collectively, the Vineyards-A Property and the Vineyards-B Property.

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1.42 Winery-A Application: The First Mortgage Loan Application dated October 11, 1995, executed by Trefethen Winery (referred to as "Applicant" therein).

1.43 Winery-A Note: The Amended and Restated Promissory Note of even date herewith executed by Trefethen Winery in the original principal amount of Three Million Six Hundred Thousand Dollars ($3,600,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.44 Winery-B Application: The Rate Lock Letter and Term Sheet dated December 11, 2000, executed by Trefethen Winery (referred to as "Borrower" therein).

1.45 Winery-B Note: The Promissory Note of even date herewith executed by Trefethen Winery in the original principal amount of Three Million Dollars ($3,000,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.46 Winery Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by Trefethen Winery, as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Winery Note.

1.47 Winery Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by Trefethen Winery, as "Borrower," to the benefit of Beneficiary as "Lender."

1.48 Winery Loan: The loan from Beneficiary to Trefethen Winery evidenced by the Winery Note.

1.49 Winery Loan Documents: The Winery Note, the Winery Deed of Trust, the Winery-A Application, the Winery-B Application and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.50 Winery Note: Collectively, the Winery-A Note and the Winery-B Note.

1.51 Winery Property: As defined in the granting paragraph of the Winery Deed of Trust and termed "Property" therein.

ARTICLE 2
CASUALTIES AND CONDEMNATION

2.1 Insurance and Condemnation Proceeds.

A. Trustor shall notify Beneficiary in writing immediately upon the occurrence of any loss or damage by fire or other casualty to the Property or upon commencement of any proceedings for condemnation of any portion of the Property. Beneficiary shall be entitled to (i) participate in any such condemnation proceedings and Trustor from time to time will deliver to Beneficiary all instruments reasonably necessary to permit such participation, and (ii) settle and

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adjust all insurance claims relative to any such damage or destruction, deducting from any insurance proceeds the amount of all expenses incurred by Beneficiary in connection with any such settlement or adjustment. All proceeds paid to Trustor under any insurance policies relating to the Property shall immediately be delivered to Beneficiary. All condemnation proceeds from the Property are hereby assigned to and shall be paid to Beneficiary.

B. The proceeds of any insurance policy received by Beneficiary shall, at the option of Beneficiary, either be applied to the prepayment of the Indebtedness or satisfaction of any Obligation or be paid over to Trustor for restoration of the Improvements. If Beneficiary elects to make such proceeds available for repair or reconstruction, Beneficiary shall, through a disbursement procedure established by Beneficiary, make available to Trustor the net amount of all insurance proceeds or condemnation awards received by Beneficiary after deduction of Beneficiary's reasonable costs and expenses, if any, in collection of the same (the "Net Proceeds"). In the event Beneficiary elects not to make the Net Proceeds available for repair or reconstruction, Beneficiary, at its sole option, may apply the Net Proceeds in payment of the Indebtedness or in satisfaction of any other Obligation in such order as Beneficiary may determine. Notwithstanding the foregoing, Beneficiary shall make the Net Proceeds available to Trustor for repair or reconstruction provided that (i) there shall then be no default under any Loan Document, (ii) Beneficiary shall be satisfied that (a) the Property can and will be restored to the condition of the Property immediately prior to such casualty or condemnation within 18 months of the date of such casualty or condemnation in accordance with plans and specifications approved by Beneficiary, and such completion shall occur at least 24 months prior to the maturity date of the Note secured by the second priority deed of trust in favor of Beneficiary encumbering such portion of the Property so affected, and (b) no material agreements are terminated or terminable as a result of such casualty or condemnation, (iii) Trustor shall have entered into a general construction contract acceptable in all respects to Beneficiary for completion of the repair or reconstruction, (iv) in Beneficiary's reasonable judgment, the security for the Loan has not been materially impaired as a result of such casualty or condemnation, and (v) prior to any disbursement of Net Proceeds and throughout the restoration period, Beneficiary shall have determined, in its sole and absolute discretion, that such repair or reconstruction can be completed at a cost (which cost shall include all payments coming due under the terms of the Loan) which does not exceed the aggregate of the then remaining Net Proceeds and any funds deposited with Beneficiary by Trustor.

C. The Net Proceeds and any additional funds deposited by Trustor with Beneficiary shall constitute additional security for the Loan. Trustor shall execute, deliver, file and/or record, at its own expense, such documents and instruments as Beneficiary requires to grant to Beneficiary a perfected, first priority security interest in the Net Proceeds and such additional funds.

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2.2 Additional Provisions Relating to Condemnation. In any condemnation proceedings, Beneficiary may be represented by counsel selected by Beneficiary. The proceeds of any award or compensation so received by Beneficiary as set forth in Paragraph 2.1.A above shall, at the option of Beneficiary, either be applied to the prepayment of the Indebtedness or satisfaction of any Obligation or be paid over to Trustor for restoration of the Improvements in accordance with the provisions of Paragraph 2.1. Trustor hereby unconditionally and irrevocably waives all rights of a property owner under Section 1265.225(a) of the California Code of Civil Procedure or any successor statute providing for the allocation of condemnation proceeds between a property owner and a lien holder.

ARTICLE 3
EVENTS OF DEFAULT AND REMEDIES OF BENEFICIARY

3.1 Events of Default.

A. It shall constitute an "Event of Default" hereunder if any of the following events shall occur and Beneficiary, by written notice delivered to Trustor, declares an Event of Default: (i) the occurrence of any default under this Deed of Trust, or (ii) the occurrence of any Event of Default as defined in and/or under any Vineyards-A Loan Document, Vineyards-B Loan Document or Winery Loan Document.

B. It shall constitute an Event of Default hereunder without the requirement of any notice if any of the following events shall occur: (i) any Principal Party shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall have made a general assignment for the benefit of creditors; (ii) any Principal Party shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking to have an order for relief entered against it as debtor, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property (collectively, a "Proceeding"); (iii) any Principal Party shall take any action to authorize any of the actions set forth above in clauses (i) or (ii); or (iv) any Proceeding shall be commenced against any Principal Party, and such Proceeding (a) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (b) remains undismissed for a period of forty-five (45) days.

3.2 Remedies.

A. Upon the occurrence of any Event of Default, Beneficiary may at any time declare all of the Indebtedness (including, without limitation, any Prepayment Premium due under the terms of the Note in connection with such acceleration) to be due and payable and the same shall thereupon become immediately due and payable, together with all payments due in accordance with the terms of the Note, without any further presentment, demand, protest or notice of any kind.

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Beneficiary may, in its sole discretion, also do any of the following: (i) in person, by agent, or by a Receiver, without regard to the adequacy of security, the solvency of Trustor or the condition of the Property, without obligation so to do and without notice to or demand upon Trustor, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee and do any acts which Beneficiary deems necessary to preserve the value or marketability of the Property; sue for or otherwise collect the Rents and Proceeds, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, against the Obligations, all in such order as Beneficiary may determine; appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Obligations, the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Beneficiary or Trustee is prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees; (ii) as a matter of strict right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Property or the danger of loss, removal, or material injury to the Property, apply ex parte to any court having jurisdiction to appoint a Receiver to enter upon and take possession of the Property, and Trustor hereby waives notice of any application therefor, provided a hearing to confirm such appointment with notice to Trustor is set within the time required by law (any such Receiver shall have all the powers and duties of Receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale, unless such Receivership is sooner terminated); (iii) commence an action to foreclose this Deed of Trust in any manner provided hereunder or by law; (iv) with respect to any Personalty, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Land, or proceed to sell said Personalty separately and without regard to the Land in accordance with Beneficiary's rights and remedies as to personal property; and/or (v) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record.

B. If Trustor shall at any time fail to perform or comply with any of the terms, covenants and conditions required on Trustor's part to be performed and complied with under any of the Loan Documents or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, then Beneficiary may, in its sole discretion: (i) make any payments hereunder or thereunder payable by Trustor and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (ii) after the expiration of any applicable grace period and subject to Trustor's rights to contest certain obligations specifically granted hereby, perform any such other acts thereunder on the part of Trustor to be performed and enter upon the Property for such purpose.

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C. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and one or more of the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and notice of sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole, or in separate lots or parcels or items as Beneficiary shall determine, 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 the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms hereof, not then repaid, with accrued interest at the Secondary Interest Rate; (ii) second, all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto. Beneficiary may, in its sole discretion, designate the order in which the Property shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner Beneficiary deems to be in its best interest. If Beneficiary elects more than one sale or other disposition of the Property, Beneficiary may at its option cause the same to be conducted simultaneously or successively, on the same day or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property not then sold until all Indebtedness secured hereby has been fully paid. If Beneficiary elects to dispose of the Property through more than one sale, Trustor shall pay the costs and expenses of each such sale of its interest in the Property and of any proceedings where the same may be made. Trustee may postpone the sale of all or any part of the Property 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 fixed by the preceding postponement, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Indebtedness affected

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by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

D. In the event of a sale of the Property, or any part thereof, and the execution of a deed therefor, the recital therein of default, and of recording notice of default and notice of sale, and of the elapse of the required time (if any) between the recording and the notice, and of the giving of notice of sale, and of a demand by Beneficiary, or its successors or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapse of time, and giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary, its successors or assigns. Any such deed or deeds with such recitals therein shall be effective and conclusive against Trustor, its successors and assigns, and all other Persons. The receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligations to see to the proper application of the purchase money.

E. All remedies of Beneficiary provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Beneficiary hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Loan Documents, or invalidate any act done pursuant to any notice of default, or prejudice Beneficiary in the exercise of any of its rights hereunder or under the Loan Documents.

ARTICLE 4
SECURITY AGREEMENT AND FIXTURE FILING

4.1 Grant of Security Interest. Trustor hereby grants to Beneficiary a security interest in and to all Trustor's right, title and interest now owned or hereafter acquired in and to the Improvements, Personalty and the Fixtures and all of the products and proceeds thereof (collectively, the "Collateral") to secure payment and performance of the Obligations.

4.2 Remedies. This Deed of Trust constitutes a security agreement with respect to the Collateral in which Beneficiary is hereby granted a security interest. In addition to the rights and remedies provided under this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor hereby agrees to execute and deliver on demand and irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor to, at Trustor's expense, execute, deliver and, if appropriate, to file with the appropriate filing officer or office such instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of

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any Event of Default, Beneficiary shall have (i) the right to cause any of the Collateral which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any Obligation, and (ii) the right to apply to the Indebtedness or the satisfaction of any Obligation any Collateral which is cash, negotiable documents or chattel paper. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any Person, including both of Trustor and Beneficiary, shall be eligible to purchase any part or all of such Personalty at any such disposition.

4.3 Expenses. Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Collateral shall be borne by Trustor and shall include Beneficiary's and Trustee's reasonable attorneys' fees and legal expenses. Trustor, upon demand of Beneficiary shall assemble the Collateral and make it available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to Beneficiary and Trustor. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Trustor in the manner provided for the mailing of notices herein is hereby deemed to be reasonable notice to Trustor.

4.4 Fixture Filing. This Deed of Trust covers certain goods which are or are to become fixtures related to the Land and constitutes a fixture filing with respect such goods executed by Trustor as debtor in favor of Beneficiary as secured party.

4.5 Crop Filing. The Security Agreement set forth in this Deed of Trust covers all crops now or hereafter growing on the Land and all crops and farm products now or hereafter generated by the Land (whether Fructus Naturales or Fructus Industriales (Emblements), including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whether or not then stored on the Land), and all the products and proceeds thereof, and this Deed of Trust constitutes a financing statement with respect such crops executed by Trustor as debtor in favor of Beneficiary as secured party.

4.6 Further Assurances. Trustor understands, acknowledges and agrees that an updated version of the California Uniform Commercial Code shall become operative on July 1, 2001, and Trustor hereby agrees that, immediately upon Beneficiary's demand, Trustor shall execute and deliver to Beneficiary (and cause any necessary third parties to execute and deliver to Beneficiary) all documents and filings (including, without limitation "control agreements"), and otherwise take all other actions as may be requested by Beneficiary, in order to maintain and provide to Beneficiary a first priority perfected security interest in the Personalty provided hereby and by the Loan Documents, and Trustor hereby agrees to pay all fees and costs associated therewith (including, without limitation, the reasonable fees and costs of Beneficiary's outside counsel).

ARTICLE 5
ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

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5.1 Assignment of Rents and Proceeds and Leases. Trustor absolutely and unconditionally assigns and transfers to Beneficiary (i) the Leases and (ii) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Beneficiary any and all rights and claims of any kind that Trustor may have against lessees under the Leases and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any Obligation. Trustor irrevocably appoints Beneficiary its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such Rents and Proceeds. Neither the foregoing assignment of Leases and Rents and Proceeds to Beneficiary or the exercise by Beneficiary of any of its rights or remedies under this Deed of Trust shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Beneficiary, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor or the entering into possession of the Property by such Receiver be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

5.2 Assignment of Agreements. Trustor hereby sells, assigns, transfers, sets over and delivers to Beneficiary all of Trustor's right, title and interest in and to any and all agreements, contracts, supply contracts, reports, surveys, maintenance agreements, purchase contracts, and governmental approvals whatsoever pertaining to the operation of the Property, as the same may be amended or otherwise modified from time to time (collectively, the "Agreements"). The foregoing assignment encompasses the right of Trustor to (i) terminate any of the Agreements, (ii) perform or compel performance and otherwise exercise all remedies under the Agreements, and (iii) collect and receive all sums which may become due Trustor or which Trustor may now or shall hereafter become entitled to demand or claim, under the Agreements.

5.3 Revocable License. Notwithstanding anything to the contrary contained herein or in the Note, so long as no Event of Default shall have occurred, Trustor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Trustor under the Agreements, and to first apply the same to the payment or performance of the Obligations as and when due. Upon the occurrence of an Event of Default, Beneficiary shall have the right, on written notice to Trustor, to terminate and revoke the license herein granted to Trustor and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in this Article 5 or by law or at equity.

5.4 Nonresponsibility. The acceptance by Beneficiary of the assignments with all the rights, powers, privileges and authority so granted shall not obligate Beneficiary to assume any obligations in respect of the Rents and Proceeds or under the Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Trustor.

5.5 Affirmative Covenants re Leases and Agreements. Trustor shall (i) observe, perform and discharge, all the obligations, terms, covenants, conditions and warranties of the

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Leases and Agreements, on the part of Trustor to be kept, and shall promptly notify Beneficiary of any default thereunder, (ii) upon written request of Beneficiary, direct the obligors under the Agreements and the Lessees to deliver all Rents and Proceeds and other payments due thereunder to Beneficiary, (iii) enforce or secure in the name of Beneficiary the performance of each and every obligation, term, covenant, condition and agreement of the Leases and Agreements to be performed by Lessees and obligors thereunder, (iv) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the Agreements or the obligations, duties, or liabilities of Trustor, Lessees and obligors thereunder and, upon request by Beneficiary, to do so in the name and on behalf of Beneficiary but at the expense of Trustor, and to pay all costs and expenses of Beneficiary, including, attorneys' fees.

5.6 Negative Covenants re Leases and Agreements. Trustor shall not, without the prior written consent of Beneficiary: (i) lease any part of the Property or renew or extend any Leases; (ii) terminate, amend, modify or alter in any manner any Leases, or waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge Lessees from any obligations, covenants, conditions and agreements by such Lessees to be kept, or accept or consent to any surrender of the Leases; (iii) receive or collect any Rents and Proceeds for a period of more than one month in advance (whether in cash or by promissory note); (iv) further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents and Proceeds; (v) commence an action of ejectment or summary proceedings for dispossession of the Lessees under any Leases; or (vi) consent to any modification of the express purposes for which the Property has been leased, or consent to any subletting of the Property or any part thereof, or to assignment of the Leases by Lessees thereunder or to any assignment or further subletting by any sublessees.

ARTICLE 6
MISCELLANEOUS

6.1 Successor Trustee. Beneficiary may remove Trustee or any successor trustee at any time or times and appoint a successor trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law.

6.2 No Waiver. No failure by Beneficiary to insist upon strict, full and complete (i) payment when due of any portion of the Indebtedness or (ii) performance of any Obligation, nor failure to exercise any right or remedy hereunder, shall constitute a waiver of any such failure to pay or breach of any such Obligation, or of the later exercise of such right or remedy.

6.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed to the addresses set forth on page 1 hereof or addressed as such party may from time to time hereafter designate by written notice to the other parties.

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6.4 Severability. If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare the Indebtedness immediately due and payable.

6.5 Joinder of Foreclosure. Should Beneficiary hold any other or additional security for the performance of the Obligations, its sale or foreclosure, upon any default in such performance, in the sole discretion of Beneficiary, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure hereunder.

6.6 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the state in which the Land is located.

6.7 Subordination. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Beneficiary and recording thereof in the Official Records of the county where the Land is located of a unilateral declaration to that effect.

6.8 Waiver of Statute of Limitations and Rights to Trial by Jury. Trustor hereby waives, to the full extent allowed by law, the right to plead any statute of limitations as a defense to any obligation secured by this Deed of Trust and the right to a jury trial in any action under or relating to the Loan Documents.

6.9 Entire Agreement. The Loan Documents and the Hazardous Substances Agreement set forth the entire understanding between Trustor and Beneficiary relative to the Loan and the same shall not be amended except by a written instrument duly executed by each of Trustor and Beneficiary. The foregoing notwithstanding, the terms and the conditions of the Application shall survive the funding of the Loan but in the event of any conflict between the provisions of the Application and any of the other Loan Documents or the Hazardous Substances Agreement, except as otherwise specifically provided herein, the terms of such other Loan Documents and Hazardous Substances Agreement shall control.

6.10 Charges for Statements. Trustor agrees to pay Beneficiary's charge, up to the maximum amount permitted by law, for any statement regarding the Obligations requested by Trustor or in its behalf.

6.11 Usury. In the event that Beneficiary determines that any charge, fee or interest paid or agreed to be paid in connection with the Loan may, under the applicable usury laws, cause the interest rate on the Loan to exceed the maximum permitted by law, then such charges, fees or interest shall be reduced and any amounts actually paid in excess of the maximum interest permitted by such laws shall be applied by Beneficiary to reduce the outstanding principal balance of the Loan. The parties intend that Trustor shall not be required to pay, and Beneficiary shall not be entitled to collect, interest in excess of the maximum legal rate permitted under the applicable usury laws.

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6.12 Information Reporting Under IRS Section 6045(e). Any information returns or certifications that must be filed with the Internal Revenue Service and/or provided to other parties pursuant to Internal Revenue Code Section 6045(e) shall be prepared, filed by and sent to the appropriate parties by Trustor. To the extent permitted by law, Beneficiary shall have no responsibility to perform such services; provided however, that upon demand Trustor shall pay such fee to Beneficiary as Beneficiary may reasonably and lawfully request. Beneficiary shall, where requested by Trustor, promptly supply Trustor with all information pertaining to Beneficiary reasonably required by Trustor to prepare and file any such return or certification.

6.13 ERISA.

A. Beneficiary represents and warrants to Trustor that, as of the date of this Deed of Trust and throughout the term of the Loan, the source of funds from which Beneficiary extends the Loan is its General Account, which is subject to the claims of its general creditors under state law. For so long as The Prudential Insurance Company of America is the holder of the Note and Beneficiary hereunder, it shall not allocate all or any portion of the Loan to any account other than its General Account.

B. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust and covenants that, throughout the term of the Loan, (i) Trustor is not and will not become an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, and (ii) the assets of Trustor do not and will not constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

C. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust (i) Trustor is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (ii) transactions by or with Trustor are not subject to state statutes regulating investment of and fiduciary obligations with respect to governmental plans.

D. Trustor covenants and agrees to deliver to Beneficiary such certifications or other evidence from time to time throughout the term of the Loan, as requested by Beneficiary in its sole discretion, that (i) Trustor is not an "employee benefit plan" or a "governmental plan," and (ii) Trustor is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, and (iii) one or more of the following circumstances is true: (a) equity interests in Trustor are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (b) less than twenty-five percent (25%) of all equity interests in Trustor are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.3-101(f)(2); (c) Trustor qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c) or (e); or (d) no equity interest in Trustor is held directly or indirectly by an employee benefit plan subject to ERISA.

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E. Any of the following shall constitute an Event of Default entitling Beneficiary to exercise any and all remedies to which it may be entitled under the Loan Documents: (i) the failure of any representation or warranty made by Trustor under this Paragraph 6.13 to be true and correct in all respects; (ii) the failure of Trustor to provide Beneficiary with the written certifications and evidence referred to above; or (iii) the consummation by Trustor of a transaction which would cause the Deed of Trust or any exercise of Beneficiary's rights under the Loan Documents to constitute a non-exempt prohibited transaction under ERISA or a violation of a state statute regulating governmental plans, subjecting Beneficiary to liability for violation of ERISA or such state statute.

F. Trustor shall indemnify, protect and defend and hold Beneficiary harmless from and against all loss, fee, cost, damage and expense (including attorneys' fees and costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Beneficiary's sole discretion) that Beneficiary may incur, directly or indirectly, as a result of a default under Paragraph 6.13.E. This indemnity shall survive any termination, satisfaction or foreclosure of the Deed of Trust.

6.14 Indemnification and Defense.

A. Trustor will indemnify, defend, and hold Beneficiary and its agents harmless from and against all liability, loss, claims, damage, fee, cost or expense (including reasonable attorneys' fees) that Beneficiary might incur in connection with the making or administering of the Loan, the enforcement of any of Beneficiary's rights or remedies under the Loan Documents, by reason of any failure of any representation or warranty made by Trustor or the failure of Trustor to perform any Obligation or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary arising out of or in connection with the Property or the Loan.

B. Trustor shall appear in and defend (with counsel acceptable to Beneficiary) any action or proceeding purporting to affect the security of the Deed of Trust, or of any additional or other security for the Obligations, the interest of Beneficiary or the rights, powers and duties of Trustee hereunder.

C. Whenever, under any Loan Document, Trustor is obligated to indemnify and/or defend Beneficiary, or Trustor is obligated to defend or prosecute any action or proceeding, then Beneficiary shall have the right to participate in such prosecution or defense using counsel of Beneficiary's choice, and all costs and expenses incurred by Beneficiary in connection with such participation (including reasonable attorneys' fees) shall be reimbursed by Trustor to Beneficiary. In addition, Beneficiary shall have the right to approve any counsel retained by Trustor in connection with the prosecution or defense of any such action or proceeding by Trustor. Trustor shall give notice to Beneficiary of the initiation of

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all proceedings prosecuted or required to be defended by Trustor, or which are subject to Trustor's indemnity obligations, under this Deed of Trust, promptly after the receipt by Trustor of notice of the existence of any such proceeding, but in no event later than five (5) days thereafter.

D. Should Beneficiary incur any liability, loss, claim, damage, cost or expense required to be reimbursed by Trustor to Beneficiary hereunder, the amount thereof with interest thereon at the Secondary Interest Rate shall constitute part of the Indebtedness, shall be payable by Trustor upon demand and shall be secured by this Deed of Trust.

6.15 Destruction of Note. Trustor shall, if the Note is mutilated or destroyed by any cause whatsoever, or otherwise lost or stolen and regardless of whether due to the act or neglect of Beneficiary or Trustee, execute and deliver to Beneficiary in substitution therefor a duplicate promissory note containing the same terms and conditions as the Note, within ten (10) days after Beneficiary notifies Trustor of any such mutilation, destruction, loss or theft of the Note. Upon receipt of such duplicate promissory note, Beneficiary shall provide Trustor with its standard form indemnity holding Trustor harmless from claims and liabilities relating to any claim for payment or presentment of any such mutilated, destroyed, lost, and/or stolen original promissory note.

6.16 Heirs and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

6.17 Interpretation. When the identity of the parties or other circumstances make it appropriate, the masculine gender shall include the feminine and/or neuter, and the singular number shall include the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts Trustor must do or not do shall not exclude or limit the general. The headings of each Article and Paragraph are for convenience and do not limit or construe the contents of any provision hereof. The provisions of the Loan Documents and the Hazardous Substances Agreement shall be construed as a whole according to their common meaning, not strictly for or against any party and consistent with the provisions herein contained, in order to achieve the objectives and purposes of such documents. Each party and its counsel has reviewed and revised the Loan Documents and the Hazardous Substances Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of such document. The use in the Loan Documents and the Hazardous Substances Agreement of the words "including", "such as", or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation such as "without limitation" or "but not limited to", or words of similar import are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. The term "Trustor" shall be deemed to refer to the original Trustor, and its successors and assigns (whether or not such assign assumed the Obligations hereunder); the term "Beneficiary" includes Beneficiary named herein or any future owner or holder, including pledgee and participants, of the Note, or any other instrument secured

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hereby, or any participation therein; and the term "Trustee" includes the original Trustee and its successors and assigns. The references to the "Property" shall be deemed to refer to all or any portion of the Property and any interest therein. References to "foreclosure" and related phrases shall be deemed references to the appropriate procedure in connection with Trustee's private power of sale as well as any judicial foreclosure proceeding or a conveyance in lieu of foreclosure.

6.18 Information to Third Persons. If, at any time, Beneficiary desires to sell or transfer, or grant a participation interest in, all or any portion of, or any interest in, the Note or any other Loan Document to any Person, Trustor shall furnish in a timely manner any and all financial information concerning the Property and Leases, and concerning Trustor's financial condition, requested by Beneficiary or such person in connection with any such sale or transfer.

6.19 Commingling of Funds. Any and all sums collected or retained by Beneficiary hereunder (including insurance and condemnation proceeds and any amounts paid by Trustor to Beneficiary under Paragraph 2 hereof), shall not be deemed to be held in trust, and Beneficiary may commingle such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the extent otherwise required by law.

6.20 Certain Obligations Unsecured. Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the following obligations (the "Unsecured Obligations"): (i) any obligations evidenced by or arising under the Hazardous Substances Agreement; and (ii) any other obligations in this Deed of Trust or in any of the other Loan Documents to the extent that such other obligations relate specifically to the presence on the Property of Hazardous Materials (as defined in the Hazardous Substances Agreement) and are the same or have the same effect as any of the obligations evidenced by or arising under the Hazardous Substances Agreement. Nothing in this section shall, in itself, impair or limit Beneficiary's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all obligations that are secured by this Deed of Trust following foreclosure.

6.21 Costs and Fees of Trustor. All costs, fees and expenses (including those of Beneficiary's legal counsel and consultants) (collectively, "Costs") incurred by Beneficiary in making, administering or collecting the Loan including, without limitation, Costs incurred by Beneficiary in connection with any inspections, reports, tests, inquiries and reviews, condemnation proceedings, endorsements to the title policy, actions or proceedings in which Beneficiary and/or Trustee may appear or be made a party (including foreclosure or other proceedings commenced by those claiming a right to any part of the Property or any action to partition all or part of the Property, whether or not pursuant to final judgment and exercise of the power of sale contained herein, whether or not the sale is actually consummated) and all sums expended by Trustee or Beneficiary in the exercise of any of their rights or remedies under this Deed of Trust shall be immediately due and payable by Trustor to Beneficiary upon demand, shall accrue interest at the Secondary Interest Rate from the date of expenditure until paid, and shall be added to the Indebtedness secured by the Loan Documents prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Deed of Trust.

TRADEMARK
REEL: 002310 FRAME: 0252

6.22 Intentionally Deleted.

6.23 Release of Vineyards-B Property. In the event that the Vineyards-B Property is transferred to a Permitted Transferee (as defined in the Vineyards-B Deed of Trust) in accordance with Paragraph 4.2.D of the Vineyards-B Deed of Trust, then Beneficiary will provide Trustee with a Request for Partial Reconveyance requesting that the lien of this Deed of Trust be reconveyed with respect to the Vineyards-B Property (but with respect to no other property); provided, that, the following conditions shall be satisfied prior to or concurrently with the partial reconveyance: (i) Beneficiary receives, at Trustor's sole cost, such title insurance coverage as Beneficiary may deem reasonably necessary to ensure that the liens and security interests granted hereunder continue to be first priority security interests in and to all remaining Property, including, without limitation, CLTA 111, 111.1 and 111.4 endorsements; and (ii) Trustor shall pay all reasonable out-of-pocket costs of Beneficiary relating to the partial reconveyance, including, without limitation, Beneficiary's attorneys' fees, escrow fees, and the costs of any title insurance and/or endorsements Beneficiary shall require pursuant to subsection (i) above.

6.24 Amendment and Restatement. This Deed of Trust is an amendment and restatement of the Original Deed of Trust. All of the liens and obligations described and set forth in the Original Deed of Trust shall be deemed to be set forth herein in their entirety, subject to any amendments effected hereby, and in addition to the Indebtedness and Obligations secured hereby and the liens and encumbrances provided hereby, all other obligations secured by the Original Deed of Trust and outstanding as of the date hereof shall be deemed to be secured hereby, and all other liens and encumbrances of such Original Deed of Trust shall remain in full force and effect.

6.25 Joint and Several Liability. The obligations and promises set forth herein shall be joint and several undertakings of each Trustor, and Beneficiary may proceed hereunder against any one or more of Trustor without waiving its right to proceed against any of the others.

6.26 Counterparts. This Deed of Trust may be executed in any number of counterparts and by different parties in separate counterparts, each of which when executed and delivered shall be deemed an original and all of which counterparts taken together shall constitute but one and the same instrument.

TRADEMARK
REEL: 002310 FRAME: 0253

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:

_____
John V. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

_____
Janet S. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership

By: The Trefethen Family LLC, a California limited liability company, its general partner

By: _____
Name: John V. Trefethen
Its: Manager

TREFETHEN VINEYARDS WINERY, INC., a California corporation

By: _____
Name: John V. Trefethen
Its: President

BENEFICIARY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002310 FRAME: 0254

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:

_____

John V. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

_____

Janet S. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership

By: The Trefethen Family LLC, a California limited liability company, its general partner

By:_____
Name: John V. Trefethen
Its: Manager

TREFETHEN VINEYARDS WINERY, INC., a California corporation

By:_____
Name: John V. Trefethen
Its: President

BENEFICIARY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: William K Beyer
Name: William Beyer
Title: Vice President

TRADEMARK
REEL: 002310 FRAME: 0255

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trepethen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC – CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0256

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trepelkin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC – CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

9129:158859.4

TRADEMARK
REEL: 002310 FRAME: 0257

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trefethen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC – CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

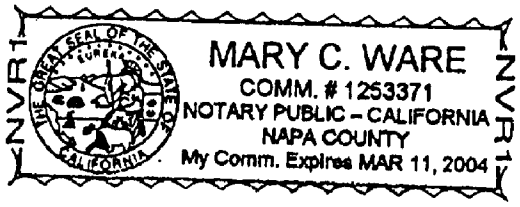
Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0258

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared Janet S. Trefethen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



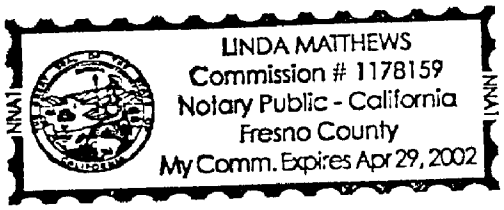
Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0259

STATE OF CALIFORNIA)
) ss.
COUNTY OF Fresno)

On February 22, 2001 before me, Linda Matthews, Notary Public, personally appeared William K. Beyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Linda Matthews
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0260

EXHIBIT

A - 1

Order No: 118954A (Vineyard A)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

PARCEL ONE:
Parcel One as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Janet S. Trefethen, Trustees of the John & Janet Trefethen Revocable Trust, created December 13, 1994", filed December 11, 1998 in Book 22 of Parcel Maps at pages 78-79 in the office of the County Recorder of said Napa County.

APN 036-140-059

PARCEL TWO:
Parcel Two as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Janet S. Trefethen, Trustees of the John & Janet Trefethen Revocable Trust, created December 13, 1994", filed December 11, 1998 in Book 22 of Parcel Maps at pages 78-79 in the office of the County Recorder of said Napa County.

APN 036-140-058

PARCEL THREE:
Parcel One as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Catherine M. Trefethen, Trustees of the Trefethen Family Trust", filed October 28, 1996 in Book 21 of Parcel Maps at pages 90-91 in the office of the County Recorder of said Napa County.

APN 036-140-053

PARCEL FOUR:
Parcel Two as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Catherine M. Trefethen, Trustees of the Trefethen Family Trust", filed October 28, 1996 in Book 21 of Parcel Maps at pages 90-91 in the office of the County Recorder of said Napa County.

APN 036-140-052

PARCEL FIVE:
Real property situated in the County of Napa, State of California, being portions of Parcel 1 and Parcel 2 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, said portions being described as a whole as follows:
(Continued)

TRADEMARK
REEL: 002310 FRAME: 0261

DESCRIPTION (Continued)

BEGINNING at a point on the Southeasterly line of said Parcel 2, distant thereon South 55° 34' 10" West 1202.26 feet from the most Easterly corner thereof; thence along the exterior lines of said Parcel 2 South 55° 34' 10" West 884.52 feet, North 71° 54' 35" West 100.23 feet, North 20° 49' 04" East 75.85 feet and North 22° 13' 18" West 754.09 feet to the most Westerly corner thereof, being the most Southerly corner of said Parcel 1; thence along the exterior lines of said Parcel 1 North 22° 13' 18" West 1083.45 feet and North 56° 18' 33" East 907.29 feet to a point that bears North 22° 13' 18" West from the point of beginning of this description; thence South 22° 13' 18" East 1951.17 feet to the point of beginning of this description.

APN 036-140-055

PARCEL SIX:
Real property situated in the County of Napa, State of California, being a portion of Parcel 1 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, said portion being more particularly described as follows:

BEGINNING at the most Northerly corner of said Parcel 1; thence along the Southeasterly line of said Parcel 1 South 21° 56' 55" East 1739.70 feet to a point which bears North 21° 56' 55" West 9.42 feet from the Westerly corner of the lands formerly of Catherine Morgan Trefethen as described in the Grant Deed recorded October 21, 1986 in Book 1473 of Official Records of Napa County at Page 450; thence leaving said Southeasterly line of Parcel 1 South 55° 17' 26" West 1207.94 feet; to a point on the Northeasterly line of that certain land described as Parcel One of the Deed recorded under Series Number 1996 014562 of Official Records of Napa County; thence along the Northeasterly line thereof North 22° 13' 18" West 1057.54 feet to the Northwesterly line of Parcel 1 of Parcel Maps filed December 29, 1995 in Book 21 of Parcel Maps at pages 61-62 in the office of the County Recorder of said Napa County from where the Westerly corner of said Parcel 1 bears South 56° 18' 33" West 907.29 feet; thence along the exterior lines of said Parcel 1 North 56° 18' 33" East 220.31 feet, North 22° 12' 11" West 860.00 feet to the top of the Southerly bank of Dry Creek; thence along the top of said bank the following courses and distances: North 70° 55' 46" East 80.03 feet, North 63° 35' 46" East 100.04 feet, South 81° 04' 14" East 80.03 feet, North 82° 25' 46" East 90.04 feet, North 73° 55' 46" East 120.05 feet, North 53° 05' 46" East 86.88 feet, North 78° 15' 46" East 165.14 feet, North 87° 35' 46" East 120.05 feet and North 21° 53' 13" East 226.20 feet to the point of beginning of this description.

APN 036-140-056

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0262

DESCRIPTION (Continued)

PARCEL SEVEN:
Real property situated in the County of Napa, State of California being portions of 1) Parcel 1 as shown on Map No. 4849 recorded December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, 2) Parcel 2 as shown on said Map No. 4849, 3) the Lands of Catherine Morgan Trefethen as described in the Corporation Grant Deed recorded December 12, 1993 under series number 1993-043139 of Official Records of Napa County and 4) the lands formerly of Catherine Morgan Trefethen as described in the Grant Deed recorded October 21, 1986 in Book 1473 of Official Records of Napa County, said portions being described as a whole as follows:

BEGINNING at the most Easterly corner of said Parcel 2; thence along the Southeasterly line of said Parcel 2 South 55° 34' 10" West 1202.26 feet; thence leaving said Southeasterly line North 22° 13' 18" West 893.63 feet; thence North 55° 17' 26" East 1207.94 feet to the Northeasterly line of said Parcel 1; thence along said Northeasterly line South 21° 56' 55" East 9.42 feet to the Westerly corner of said lands formerly of Catherine Morgan Trefethen; thence along the Northwesterly line of said lands North 55° 17' 26" East 737.26 feet to the Northwesterly production of the centerline of a 14 foot wide gravel road; thence along said centerline produced and centerline South 23° 24' 05" East 843.77 feet to a point distant 45.50 feet, measured at a right angle Northwesterly from the Southeasterly line of Lot 7 as shown on the "Duplicate Plat of the Sausal Rancho..." recorded November 21, 1864 in Book "I" of Deeds at Page 99 in the Office of the Recorder of Napa County, (said line of Lot 7 being also shown on said Map No. 4849); thence parallel to and 45.50 feet Northwesterly from said Southeasterly line of Lot 7 North 55° 34' 10" East (record North 55 30' 00" East) 767.54 feet to the Westerly line of Big Ranch Road, a County Road 60 feet in width as established by Road Petition No. 54; thence along said Westerly line of Big Ranch Road South 13° 07' 55" East 41.53 feet to an angle point therein and South 24° 04' 38" East (record South 24 08' 47" East) 6.92 feet to said Southeasterly line of said Lot 7; thence along said Southeasterly line of said Lot 7 South 55° 34' 10" West (record South 55 30' 00" West) 1519.66 feet to the point of beginning of this description.

APN 036-140-054

PARCEL EIGHT:
Beginning at the most Westerly corner of that certain parcel of land described in the Deed to Eugene E. Trefethen, Jr., et ux recorded January 4, 1993 under Series Number 1993 000075 of Official Records of Napa County; thence along the Northwesterly line of said lands and the production thereof, North 55° 30' 00" East (called North 55 East in said Deed) 1862.82 feet; thence South 22° 06' 00" East 958.54 feet; thence South 55° 30' 00" West 1859.55 feet to the Southwesterly line of said lands; thence along said Southwesterly line, North 22° 17' 28" West (called North 22° 48' West in said Deed) 957.84 feet to the point of beginning.

APN 036-150-034

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0263

DESCRIPTION (Continued)

PARCEL NINE:
Commencing at the most Westerly corner of that certain parcel of land described in the Deed to Eugene E. Trefethen, Jr., et ux, recorded January 4, 1993 under Series Number 1993 000075 of Official Records of Napa County; thence along the Southwesterly line of said lands, South 22° 17' 28" East (called North 22° 48' West in said Deed) 957.84 feet to the true point of beginning; thence parallel to the Northwesterly line of said lands, North 55° 30' 00" East (called North 55° East in said Deed) 1859.55 feet; thence South 22° 06' 00" East 354.73 feet to the Northeasterly production of the line described as "South 55° 45' West 907.6 feet in said Deed; thence along said line produced South 55° 59' 23" West 953.93 feet to the Southwesterly terminus thereof; thence along the line described as "South 33° 45' East 1087.5 feet" in said Deed, South 33° 40' 37" East 1049.75 feet to the Northwesterly line of Oak Knoll Avenue; thence along said Northwesterly line of Oak Knoll Avenue, South 55° 29' 15" West 873.54 feet to the Northwesterly production of the Northeasterly line of the lands described in the Deed to Eugene E. Trefethen, Jr., et ux, recorded November 8, 1968 in Book 797 at page 380 of Official Records of Napa County; thence along said line, South 34° 30' 45" East 30.00 feet to the most Northerly corner of said lands conveyed to Trefethen; thence along the exterior boundary of said lands conveyed to Trefethen, being the Northeasterly and Northwesterly line of Oak Knoll Avenue, as shown on the map on file in the office of the County Engineer of Napa County, entitled, "Oak Knoll Avenue Right of Way of Title Insurance and Trust Company Property", dated August 1967, the following courses and distances: South 34° 30' 45" East, 30.00 feet, South 59° 34' 01" East 63.65 feet, South 30° 25' 59" West 142.58 feet, and along a tangent curve to the right having a radius of 615.00 feet through a central angle of 18° 24' 17" an arc distance of 197.55 feet to the most Southerly corner of said lands described in document number 1993 000075; thence along the Southwesterly line of said lands, North 22° 17' 28" West 1657.46 feet to the true point of beginning.

APN 036-150-035

TRADEMARK
REEL: 002310 FRAME: 0264

EXHIBIT
tabbies
A-2

Order No: 118954D (Vineyard B)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

Real property situated in the County of Napa, State of California and being a portion of the lands of John V. Trefethen as described in the Corporation Grant Deed recorded December 30, 1993 under series number 1993-043138 in the Official Records of Napa County and a portion of the lands of Catherine Morgan Trefethen as described in the Corporation Grant Deed recorded December 30, 1993 under series number 1993-043139 in the Official Records of Napa County, said portions being described as a whole as follows:

BEGINNING at the most Easterly corner of Parcel 2 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62, said corner being on the Southeasterly line of Lot 7 as shown on the "Duplicate Plat of the Sausal Rancho..." recorded November 21, 1864 in Book "I" of Deeds at Page 99 in the Official Records of Napa County; thence along said Southeasterly line of said Lot 7, also shown on said Map No.4849 North 55° 34' 10" East (record North 55° 30' 00" East) 759.57 feet to a point distant South 55° 34' 10" West (record South 55° 30' 00" West) 760.08 feet from the Westerly line of Big Ranch Road, a 60 foot wide County Road by Road Petition No. 54; thence parallel to said Westerly line of Big Ranch Road South 24° 04' 38" East 1004.39 feet to a point distant 60.00 feet as measured at a right angle Northwesterly from the Southwesterly production of the Southeasterly line of said lands described in the document recorded under series number 1993-043138; thence parallel to and 60.00 feet Northwesterly from said Southeasterly line North 55° 39' 24" East (record North 55° 35' 15" East) 759.87 feet to said Westerly line of Big Ranch Road, 60 feet wide; thence along said line of Big Ranch Road South 24° 04' 38" East 60.98 feet to said Southeasterly line of said lands described in the document recorded under series number 1993-043138; thence along said Southeasterly line South 55° 39' 24" West (record South 55° 35' 15" West) 395.15 feet to a Northeasterly line of said lands as described in the document recorded under series number 1993-043139; thence along the Northeasterly and Southeasterly lines of said lands described in the document recorded under series number 1993-043139 South 24° 06' 48" East (record South 24° 10' 58" East) 455.00 feet and South 55° 39' 24" West (record South 55° 35' 15" West) 109.89 feet to the most Northerly corner of the lands of Eugene E. Trefethen, Jr., Trustee and Catherine Morgan Trefethen, Trustee under the Trefethen Family Trust dated March 26, 1990 as described in the Corporation Grant Deed recorded August 29, 1995 under series number 1995-018931 in the Official Records of Napa County; thence along the Northwesterly production of the Northeasterly line of said lands described in the document recorded under series number 1995-018931 North 22° 12' 31" West 10.23 feet to the Northeasterly production of the course designated "North 55° 39' 24" East 649.61 feet" in said document recorded under series number 1995-018931; thence, along said line produced South 55° 39' 24" West (record South 55° 35' 15" West) 1539.99 feet to the Southern corner of the lands described in the Corporation Grant Deed from Exchange Holding Corporation to E. J. Trefethen and C. M. Trefethen, Trustees, recorded August 30, 1991 in Book 1847 at page 878 of Official Records of Napa County, being the Northeasterly terminus of said designated course; thence along the Northeasterly line of said lands described in said Corporation Grant Deed North 23° 29' 00" West (record North 23° 33' 10" West) 206.98 feet to the Northern corner thereof, being an angle point in the line of said lands described

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0265

DESCRIPTION (Continued)

in said document recorded under Series Number 1993 043139 of Official Records of Napa County; thence continuing along said lines of the lands described in said document recorded under Series Number 1993 043139 of Official Records of Napa County, North 55° 03′ 33″ East 251.12 feet (record North 55° 59′ 23″ East and North 56° 03′ 33″ East, 250.97 feet) and North 22° 01′ 51″ West (record North 22° 06′ 00″ West) 1313.27 feet to the Southeasterly line of said Parcel 2 as shown on Map No. 4849; thence along said Southeasterly line of Parcel 2 North 55° 34′ 10″ East (record North 55° 30′ 00″ East) 223.95 feet to the point of beginning of this description.

PARCEL TWO:
An Easement for ingress and egress purposes, over, along and across a strip of land 25 feet in width, the northwesterly line of which is coincident with the course designated "South 55° 39′ 24″ West 1539.85 feet" in Parcel One above and with the course designated "North 55° 39′ 24″ East 649.61 feet" in that certain Deed recorded August 29, 1995 under Series Number 1995 018931 of Official Records of Napa County.

PARCEL THREE:
An Easement for ingress and egress purposes, over, along and across a strip of land 8.00 feet wide, the southwesterly line of which is coincident with the southwesterly line of said lands described in that certain Deed recorded August 29, 1995 under Series Number 1995 018931 of Official Records of Napa County.

PARCEL FOUR:
An Easement for ingress and egress purposes over, along and across that certain strip of land 17.00 feet in width described as Parcel Two in the Individual Grant Deed to Eugene E. Trefethen, Jr. recorded October 20, 1986 in Book 1473 at page 454 of Official Records of Napa County, being a strip of land 17.00 feet in width, the northeasterly line of which is coincident with the southwesterly line of said lands described in said document recorded under Series Number 1995 018931 of Official Records of Napa County.

PARCEL FIVE:
A Right of Way for road purposes, over and along the following:

A strip of land, 15 feet in width, along the northern side of and immediately adjacent to the southeastern line of the 20 acre tract distributed to Haden Smith by Decree of Distribution of record in Book 132 of Deeds at page 154, said Napa County Records, the southern line of said strip being described as commencing on the western line of the County Road known as the "Big Ranch Road" at the southeastern corner of said 20 acre tract; and running thence South 55° 30′ West 395.2 feet to the southeastern corner of Parcel One as described in Book 829 at page 472 of Official Records of Napa County.

PARCEL SIX:
The right to use, maintain, operate and repair drainage tile pipes through and over the following:

A strip of land, 5 feet in width, the centerline of which is described as follows:

COMMENCING at a point on the southeastern line of the 20 acre tract of land conveyed by Effie H. Young to Haden Smith by deed recorded in Book 127 of Deeds at page 117, said Napa County Records, said point being North 55° 30′ East 970.00 feet distant

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0266

DESCRIPTION (Continued)

from the most southerly corner of said 20 acre tract; running thence South 73° 4' East 856.00 feet; thence North 55° 30' East 245.00 feet; thence South 86° 23' East, 257.00 feet, more or less, to a point on the northwestern line of the County Road, known as Oak Knoll Avenue, said point being South 55° 30' West 615 feet distant from the point formed by the intersection of the northwestern line of said County Road with the southwestern line of the Big Ranch Road.

PARCEL SEVEN:
An easement for tractor turnaround purposes, over, along and across a strip of land, 20.00 wide, the southwesterly line of said strip being coincident with the southwestern line of that certain parcel of land described in Exhibit "B" in deed recorded June 14, 1996 under Series Number 1996 014569 of Official Records of Napa County, and by this reference made a part hereof.

PARCEL EIGHT:
An Easement for tractor turnaround purposes over, along and across a strip of land 20.00 feet wide, the southwesterly line of said strip being coincident with the southwesterly line of that certain parcel of land described in Exhibit "C" in deed recorded June 14, 1996 under Series Number 1996 014569 of Official Records of Napa County and by this reference made a part hereof.

Parcel Nine

Easements for access, irrigation, pipeline, drain and related facilities in favor of Parcel One hereof over, across and through the Trefethen Vineyard Property, as such easements are more particularly described on the Declaration of Covenants, Conditions and Restrictions dated July 11, 1996, and recorded on July 12, 1996, as Instrument No. 1996-016790 in the Official Records of Napa County, California.

9129:161737.1

TRADEMARK
REEL: 002310 FRAME: 0267

EXHIBIT

A-3

Order No: 118954B (Winery)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

PARCEL ONE:
The lands described in that Corporation Grant Deed to Trefethen Vineyards Winery, Inc., recorded July 16, 1990 in Book 1753 at page 763 of Official Records of Napa County and a portion of Parcel 2 of Map No. 4711, entitled "Parcel Map of the Lands of Eugene E. Trefethen, Jr. and Catherine M. Trefethen", filed February 15, 1994, in Book 20 of Parcel Maps at pages 15-17 in the office of the County Recorder of Napa County, more particularly described as follows:

Beginning at a point on the Western line of the Sausal Rancho as shown on the map entitled, "Duplicate Plat of the Sausal Rancho, Napa County, Cal.", recorded November 21, 1864 in Book I of Deeds at page 99, said Napa County Records, and distant along said Western line South 22° 48' East 1300.28 feet from a T-bar monument marking the most Western corner of Lot 7 of said Rancho as shown on Map No. 1778 entitled, "Record of Survey Map of a Portion of the Lands Formerly of David Henry Wheatley", filed December 10, 1968 in Book 17 of Surveys at page 16 in the office of the County Recorder of said Napa County; thence South 65° 13' 40" West 2540 feet, more or less, to the Northeast line of State Highway 29 as described in the Deed to the State of California, recorded July 16, 1969 in Book 811 at page 367 of Official Records of Napa County; thence Southeasterly alaong said Northeast line 198.91 feet, more or less, to an angle point therein; thence continuing Southeasterly along said Northeast line, 613.03 feet, more or less, to the most Southerly corner of the 8.67 acre parcel of land described in the Deed to Trefethen Vineyards Winery, Inc., recorded August 9, 1979 in Book 1135 at page 461 of Official Records of Napa County; thence along the Southeast line of said parcel, North 65° 22' 31" East (called North 65° 54' 38" East in said Deed) 629.85 feet, more or less, to a 2-3/4" iron pipe gate post; thence South 24° 44' 28" East (called South 24° 12' 21" East in said Deed) 29.00 feet to a 3/4" iron pipe; thence leaving said Southeast line, North 63° 45' East 333.00 feet to a 6"x6" gate post; thence continuing North 63° 45' East 258.00 feet; thence North 22° 51' 56" West 236.36 feet, more or less, to a point on the southeastern line of said Corporation Grant Deed to Trefethen Vineyards Winery, Inc., lying North 65° 13' 40" East 86.00 feet from the southwestern terminus of that course described as "North 65° 13' 40" East 1352.95 feet" in said Corporation Grant Deed; thence North 65° 13' 40" East 1266.95 feet, more or less, to the northeastern terminus of said course described as "North 65°13'40" East 1352.95 feet"; thence North 20° 15' East 75.82 feet to the hereinabove described western line of the Sausal Rancho; thence North 22° 48' West along said western line 537.36 feet to the point of beginning.

APN 036-140-062

PARCEL TWO:
An Easement for roadway and related purposes over a strip of land, 40 feet wide, as described in the Deed to Trefethen Winery, recorded August 8, 1979 in Book 1135 at page 461 of Official Records of Napa County.
(Continued)

TRADEMARK
REEL: 002310 FRAME: 0268

DESCRIPTION (Continued)

PARCEL THREE:
A non exclusive easement, 25 feet in width, for the repair, maintenance, operation of, and improvements to, for the existing catch basin, sump pump and drainage line over and along its existing course, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651, and as reserved in deeds recorded September 10, 1999 under Series Number 1999-0028788, 1999-0028790 and 1999-0028791 of Official Records of Napa County.

PARCEL FOUR:
A non exclusive easement, 10 feet in width, 5 feet on each side of the centerline thereof, for the repair, replacement, maintenance, and operation of the existing water "drip line", together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

PARCEL FIVE:
A non exclusive easement, 10 feet in width, 5 feet on each side of the centerline thereof, for the repair, replacement, maintenance and operation of an existing agricultural sprinkler waterline, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651, and as reserved in deeds recorded September 10, 1999 under Series Number 1999-0028788, 1999-0028790 and 1999-0028791 of Official Records of Napa County.

PARCEL SIX:
A non exclusive easement for above ground utility lines as described in that certain instrument entitled "ROADWAY, UTILITIES AND WATER SYSTEM EASEMENTS AND MAINTENANCE AGREEMENT", recorded August 30, 1995 as Series Number 1995 019026, and as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

PARCEL SEVEN:
A non exclusive easement, 10 feet in width, for the maintenance, repair and replacement of an existing electric utility line to serve the existing sump pump, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

Parcel Eight

Easements and rights of way to construct and operate settling ponds, and to use a 55 acre foot reservoir; together with the right of way and easement for existing pipes to transmit water and roadways for access, as such easements are more particularly described on the certain Effluent Disposal Agreement dated July 12, 1990 and recorded on July 16, 1990, as Instrument No. 20363 in Vol. 1753, Page 806 in the Official Records of Napa County, California.

TRADEMARK
REEL: 002310 FRAME: 0269

EXHIBIT

B

[Master Inventory]

RESERVOIR #1 (North)

Units	Description	Serial #
1	Detroit Diesel series 6-71	6A154495
1	Amarillo right angle gearhead	4BC20087987
1	Peerless Turbine Pump	252762
1	Detroit Diesel series 6-71	6A154494
1	Amarillo right angle gearhead	4BC20068196
1	Peerless Turbine Pump	252764
1	Detroit Diesel series 6-71	6A152314
1	Amarillo right angle gearhead	4BC20071966
1	Peerless Turbine Pump	223174
1	Detroit Diesel series 6-71	6A152315
1	Amarillo right angle gearhead	4BC20073935
1	Peerless Turbine Pump	223175
1	Detroit Diesel series 6-71	6A242885
1	Amarillo right angle gearhead	SL20083673
1	Peerless Turbine Pump	F18367
1	Detroit Diesel series 6-71	6A152316
1	Amarillo right angle gearhead	4BC20073936
1	Peerless Turbine Pump	223173
1	Detroit Diesel series 6-71	6A153787
1	Amarillo right angle gearhead	4BC20067599
1	Peerless Turbine Pump	223172
1	Detroit Diesel series 6-71	6A242888
1	Amarillo right angle gearhead	SL20083672
1	Peerless Turbine Pump	F18368

Sub-Total Reservoir #1

8	Detroit Diesel engines series 6-71
8	Amarillo right angle gearheads
8	Peerless Turbine Pumps

RESERVOIR #2 (South)

1	Detroit Diesel series 6-71 model number 10637100	6A0291603
1	Amarillo right angle gearhead	SL20092686
1	Peerless Turbine Pump	F19319
1	Detroit Diesel series 6-71 model number 10637100	BA0291630
1	Amarillo right angle gearhead	SL20092684

1	Peerless Turbine Pump	F19219
1	Detroit Diesel series 6-71 model number 10637100	6A02887778
1	Amarillo right angle gearhead	SL20092685
1	Peerless Turbine Pump	F10219
1	Detroit Diesel series 6-71 model number 10637100	6A0275598
1	Amarillo right angle gearhead	SL20087531
1	Peerless Turbine Pump	18681
1	Detroit Diesel series 6-71 model number 10637100	6A0275087
1	Amarillo right angle gearhead	SL20087532
1	Peerless Turbine Pump	18682
1	GE 30HP electric motor for drip system model number 5K6235XH548A	C286TPH616
	1 Peerless Turbine Pump	11011

Sub-Total Reservoir #2

5	Detroit Diesel engines series 6-71 model number 10637100	
5	Amarillo right angle gearheads	
6	Peerless Turbine Pumps	
1	GE 30HP electric motor for drip system/ Model number 5K6236XH548A	

DRY CREEK SUMP PUMP

1	Detroit Diesel engines series 2-71 or 2-53	5125422
1	Amarillo right angle gearhead	1BC67964
1	Pump	

Stainless Steel Tanks

Number	Nominal Gals.	Actual Capacity Gals.
1	235	253
2	500	1,021
8	1,000	8,360
8	2,000	15,944
2	3,600	7,280
12	4,000	50,328
8	5,000	40,720
22	7,000	156,668
63		280,574

Oak Tanks

Number	Nominal Gals.	Actual Capacity Gals.
7	1,000	7,028
6	1,700	10,248
13		17,276

Fiberglass Tanks

Number	Nominal Gals.	Actual Capacity Gals.
3	550	1,650

TREFETHEN WINERY EQUIPMENT

DESCRIPTION	SERIAL NUMBER
Crusher	AR25R-028
Corker (1980)	232.825
Labeler	722 170
Bottle Cleaner	F 8052-12-741, J167R009
Filler	T5641022M-PD
Air Compressor	1.30T-635244
	2.30T-443395
Spinner	143 478
Presses	1.7053-12
	2.20.7178-12
Schienk Filter	352M
Velo Filter	0035A40
Must Pump	68136J1

WINERY CAPACITY

STAINLESS STEEL TANKS

YR DOT	Gals	Type	Tank Number	Manufacturer
1973	5,154	SS	112	Fabricated Metals
1975	5,020	SS	111	Fabricated Metals
	3,640	SS	121	Fabricated Metals
	3,640	SS	123	Fabricated Metals
1977	253	SS	1	Rieger
	497	SS	2	Rieger
	1,007	SS	3	Rieger
	1,007	SS	4	Rieger
	1,007	SS	5	Rieger
	1,007	SS	6	Rieger
	1,999	SS	7	Rieger
	1,999	SS	8	Rieger
	1,999	SS	9	Rieger
	1,999	SS	10	Rieger
1978	524	SS	35	Mueller, porle-tank
1981	5,091	SS	101	Santa Rosa Stainless Steel
	5,091	SS	102	Santa Rosa Stainless Steel
	5,091	SS	103	Santa Rosa Stainless Steel
	5,091	SS	104	Santa Rosa Stainless Steel
	5,091	SS	105	Santa Rosa Stainless Steel
	5,091	SS	106	Santa Rosa Stainless Steel
1982	1,987	SS	11	Santa Rosa Stainless Steel
	1,987	SS	12	Santa Rosa Stainless Steel
	7,130	SS	13	Santa Rosa Stainless Steel
	7,130	SS	14	Santa Rosa Stainless Steel
	7,130	SS	15	Santa Rosa Stainless Steel
	4,194	SS	18	Santa Rosa Stainless Steel
	4,194	SS	19	Santa Rosa Stainless Steel
	4,194	SS	20	Santa Rosa Stainless Steel
	4,194	SS	21	Santa Rosa Stainless Steel
	7,130	SS	24	Santa Rosa Stainless Steel
	7,130	SS	25	Santa Rosa Stainless Steel
	7,130	SS	26	Santa Rosa Stainless Steel
	4,194	SS	27	Santa Rosa Stainless Steel
	4,194	SS	28	Santa Rosa Stainless Steel
	4,194	SS	29	Santa Rosa Stainless Steel
	4,194	SS	30	Santa Rosa Stainless Steel
	4,194	SS	31	Santa Rosa Stainless Steel
	4,194	SS	32	Santa Rosa Stainless Steel
	7,130	Sep SS	16	Santa Rosa Stainless Steel
	7,130	Sep SS	17	Santa Rosa Stainless Steel
	7,130	Sep SS	22	Santa Rosa Stainless Steel
	7,130	Sep SS	23	Santa Rosa Stainless Steel

1985	4,194	SS	33	Santa Rosa Stainless Steel
	7,114	SS	109	Santa Rosa Stainless Steel
	7,114	SS	110	Santa Rosa Stainless Steel
1986	7,114	SS	113	Santa Rosa Stainless Steel
	7,114	SS	114	Santa Rosa Stainless Steel
	7,114	SS	115	Santa Rosa Stainless Steel
	7,114	SS	116	Santa Rosa Stainless Steel
	7,114	SS	117	Santa Rosa Stainless Steel
	7,114	SS	118	Santa Rosa Stainless Steel
1989	4,194	SS	34	Santa Rosa Stainless Steel
	7,114	SS	107	Santa Rosa Stainless Steel
	7,114	SS	108	Santa Rosa Stainless Steel
	7,114	SS	119	Santa Rosa Stainless Steel
	7,114	SS	120	Santa Rosa Stainless Steel
1991	1,083	SS	99	Santa Rosa Stainless Steel
	1,083	SS	100	Santa Rosa Stainless Steel
1995	1,083	SS		Santa Rosa Stainless Steel
	1,083	SS		Santa Rosa Stainless Steel
	1,987	SS		Santa Rosa Stainless Steel
	1,987	SS		Santa Rosa Stainless Steel

280,574 Total Stainless Steel Gallons
63 Total Tanks

OAK TANKS

YR DOT	Gals	Type	Tank Number	Manufacturer
1974	1,004	OAK	205	Arrow
	1,004	OAK	206	Arrow
1978	1,004	OAK	200	?
	1,004	OAK	201	?
	1,004	OAK	202	?
	1,004	OAK	203	?
	1,004	OAK	204	?
1984	1,708	OAK	210	Tonnellerie Vicard
	1,708	OAK	211	Tonnellerie Vicard
	1,708	OAK	212	Tonnellerie Vicard
	1,708	OAK	213	Tonnellerie Vicard
	1,708	OAK	214	Tonnellerie Vicard
	1,708	OAK	215	Tonnellerie Vicard
	17,276	Total Oak Tanks Gallons		
		13 Total Tanks		

TREFETHEN WELLS

	Well N.W. of Reservoir #1 drilled in 1980 12" casing	W1
Apr-58	Well Test GPM 619 Motor: Newman 50HP Pump: Johnston Turbine Standing water level 29.2'	
Current GPM estimate: 580		
	Well S.W. of Reservoir #1 drilled in 1968 by Ludorff Co. 600 GPM 6" casing replaced 16" in 1985	W2
Apr-88	Well Test GPM 170 Motor: 10 HP Hitachi (replaced old 30HP motor in 1985)	
	Well next to Vineyard Office installed in 1922 (225GPM in 1968) 12" casing	W3
Apr-88	Well Test 180' GPM 169 Motor: GE 15HP Pump: Byron Jackson Turbine Standing Water Level 25.6'	
Mar-93	New pump and motor installed by Doshier & Gregson 15HP 225S150-6	
Current GPM estimate: 225		
	Well N.W. of SGB's house (140GPM in 1968) 12" casing	W4
Apr-88	Well Test 150' GPM 262 Motor: US 7.5 HP W/Booster pump Berkly 5HP 1750RPM ser.4915411 Pump: Peerless Turbine Standing water level 34'	
Current GPM estimate: 250		
	Well next to driveway to Big Ranch Road (140GPM in 1963)	W5
Apr-88	Well Test 150' GPM 83 Motor: GE 20HP Pump: Byron Jackson Turbine 12' casing Standing water level 32'	

Oct-88 New Well
Big Ranch Road Entrance (30' from old well)
200'
Casing 8"
Submersible pump: 4HB6/10HP 230V #10988 P-779/
J88 G89156E
Column pipe: 3" galvanized
Jan-94 Well Test
Water Level 57'
Depth to water 30'
GPM 162
Current GPM estimate: 170

East in vineyard 7, due North 1310 Oak Knoll W6
100 yards, drilled in 1977 (Trefethen has
agreement to use the well, but it is physically
on the property that was sold)
Apr-88 Well Test
GPM 179
Motor: US 20 HP
Pump: Johnston Turbine
Standing water level 29.2'
Jan-94 Well Test
310'
Casing 10.75"
20 HP Johnston Turbine JTAA-8BS10
240', 5" column
Pumping Level 66'
GPM 166
Current GPM estimate: 160

[9129.AGRE]F53798

Inventory List
Trefethen Winery
(Continued)

February 26, 2001
1:56 PM

SYS No	Ext Co	asset no
000001	000	auto
000002	000	Bldg
000003	000	Bldg
000004	000	Bldg
000005	000	Bldg
000006	000	Bldg
000007	000	Bldg
000008	000	Bldg
000009	000	Bldg
000010	000	Bldg
000013	000	Roads
000014	000	Water
000015	000	Water
000016	000	Water
000017	000	Water
000018	000	Water
000019	000	Water
000020	000	Water
000021	000	Bldg
000022	000	Bldg
000023	000	Bldg
000024	000	Bldg
000025	000	Bldg
000026	000	Bldg
000027	000	Bldg
000028	000	Bldg
000029	000	Bldg
000030	000	Water
000031	000	Water
000032	000	Bldg
000033	000	Bldg
000034	000	Bldg
000035	000	Bldg
000036	000	Bldg
000037	000	Bldg
000038	000	Roads
000039	000	Water
000040	000	Bldg
000041	000	Bldg
000042	000	Bldg
000043	000	Bldg
000044	000	Bldg
000045	000	Bldg
000046	000	Bldg
000047	000	Bldg
000048	000	Bldg
000050	000	Bldg
000051	000	Barrel
000052	000	Barrel
000053	000	Tank
000054	000	Barrel
000055	000	Prod
000056	001	Barrel
	002	Barrel
000057	000	Tank
000058	000	Prod
000059	000	Tank
000060	000	Prod
000061	000	Tank
000062	000	Prod
000063	000	Prod
000064	000	Tank
000065	000	Prod
000066	000	Tank
000067	000	Furn
000068	000	Furn
000069	000	Offc
000072	000	Furn
000074	000	Offc
000075	000	Offc
000076	000	Offc
000077	000	Offc
000078	000	Furn
000079	000	Road
000080	000	Bldg
000081	000	Bldg
000082	000	Bldg
000083	000	Bldg
000084	000	Bldg
000085	000	Prod
000086	000	Prod
000088	000	Barrel
000090	000	Barrel
000091	000	Barrel
000092	000	Prod
000093	000	Tank
000094	000	Water
000096	000	Offc
000097	000	Offc
000100	000	Offc
000101	000	Furn
000103	000	Offc
000104	000	Offc
000106	000	Offc
000107	000	Offc
000109	000	Offc
000110	000	Roads
000111	000	Bldg
000112	000	Offc
000113	000	Offc
000114	000	Water
000115	000	Prod
000116	000	Prod
000119	000	Bldg
000120	000	Prod
000121	000	Prod
000122	000	Prod
000123	000	Prod
000124	000	Prod
000125	000	Prod
000126	000	Tank
000127	000	Prod
000129	000	Barrel
000130	000	Barrel
000131	000	Barrel
000132	000	Tank
000133	000	Tank
000134	000	Furn
000137	000	Offc
000138	000	Bldg
000139	000	Furn
000140	000	Furn
000141	000	Offc
000142	000	Furn
000143	000	Furn
000144	000	Furn
000146	000	Offc
000147	000	Offc
000149	000	Offc
000150	000	Bldg
000151	000	Bldg
000152	000	Bldg
000153	000	Bldg
000154	000	Roads
000155	000	Water
000156	000	Water
000158	000	Prod
000159	000	Prod
000160	000	Prod
000162	000	Bldg
000163	000	Prod
000164	000	Prod
000165	000	Prod
000166	000	Prod
000167	000	Prod
000168	000	Prod
000169	000	Prod
000170	000	Prod
000174	000	Barrel
000175	000	Tank
000176	000	Tank
000177	000	Furn
000178	000	Prod
000179	000	Offc
000180	000	Offc
000181	000	Offc
000182	000	Offc
000184	000	Furn
000185	000	Offc
000186	000	Offc
000187	000	Offc
000188	000	Furn
000190	000	Offc
000191	000	Offc
000192	000	Comp
000193	000	Comp
000194	000	Furn
000195	000	Offc
000196	000	Offc
000200	000	Offc
000202	000	Offc
000203	000	Furn
000204	000	Bldg
000205	000	Bldg
000206	000	Bldg
000207	000	Bldg
000208	000	Bldg

9129:163051.1
9129:163051.1
9129:163051.1

TRADEMARK
REEL: 002310 FRAME: 0279

000209	000	Bldg
000210	000	Offc
000211	000	Bldg
000212	000	Bldg
000213	000	Bldg
000214	000	Water
000215	000	Offc
000216	000	Offc
000218	000	Prod
000219	000	Prod
000220	000	Prod
000221	000	Barrel
000223	000	Barrel
000224	000	Furn
000225	000	Furn
000226	000	Furn
000227	000	Furn
000228	000	Offc
000231	000	Bldg
000232	000	Furn
000233	000	Bldg
000234	000	Bldg
000235	000	Bldg
000236	000	Water
000237	000	Prod
000239	000	Prod
000240	000	Prod
000241	000	Prod
000242	000	Prod
000243	001	Barrel
	002	Barrel
000244	001	Barrel
	002	Barrel
000245	000	Barrel
000246	000	Tank
000247	000	Prod
000248	000	Furn
000249	000	Offc
000250	000	Comp
000251	000	Comp
000252	000	Comp
000253	000	Comp
000254	000	Prod
000255	000	Furn
000256	000	Furn
000257	000	Furn
000258	000	Auto

9129:163051.1

000259	000	Bldg
000261	000	Bldg
000262	000	Bldg
000263	000	Bldg
000264	000	Bldg
000265	000	Water
000266	000	Prod
000267	000	Prod
000268	000	Tank
000269	000	Prod
000270	000	Prod
000271	001	Barrel
	003	Barrel
	004	Barrel
000272	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	009	Barrel
	010	Barrel
000273	000	Barrel
000274	000	Barrel
000275	000	Comp
000276	000	Comp
000278	000	Auto
000279	000	Comp
000280	000	Offc
000281	000	Furn
000284	000	Auto
000285	000	Vines
000287	000	Vines
000288	000	Vines
000289	000	Vines
000290	000	Bldg
000291	000	Bldg
000292	000	Bldg
000293	000	Bldg
000294	000	Water
000296	000	Prod
000297	000	Prod
000298	000	Prod
000299	000	Barrel
000300	000	Barrel
000301	000	Barrel
000302	001	Barrel
	002	Barrel
000303	000	Barrel

9129:163051.1

000304	000	Tank
000307	000	Comp
000308	000	Comp
000311	000	Prod
000312	000	Comp
000313	000	Comp
000314	000	Comp
000315	001	Barrel
	002	Barrel
000316	000	Barrel
000317	000	Barrel
000318	000	Barrel
000319	000	Barrel
000320	000	Barrel
000321	000	Barrel
000322	000	Prod
000323	000	Comp
000324	000	Comp
000325	001	Barrel
	002	Barrel
000326	000	Barrel
000327	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	008	Barrel
000328	000	Barrel
000329	000	Comp
000330	000	Comp
000331	000	Comp
000332	000	Comp
000333	000	Comp
000334	000	Offc
000335	000	Comp
000336	000	Comp
000337	000	Barrel
000338	000	Barrel
000339	000	Prod
000340	000	Prod
000341	000	Prod
000342	000	Furn
000343	000	Furn
000344	000	Furn
000345	000	Barrel
000349	000	Barrel
000350	000	Barrel
000351	000	Barrel

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000352	000	Prod
000353	000	Prod
000354	000	Prod
000355	000	Prod
000356	000	Prod
000357	000	Prod
000358	000	Prod
000359	000	Prod
000360	000	Prod
000361	000	Prod
000362	000	Prod
000363	000	Prod
000364	000	Barrel
000365	001	Barrel
	003	Barrel
	004	Barrel
000366	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	009	Barrel
	011	Barrel
	012	Barrel
000367	000	Barrel
000368	000	Comp
000369	000	Comp
000370	000	Comp
000371	000	Comp
000372	000	Comp
000373	000	Comp
000374	000	Comp
000375	000	Comp
000376	000	Furn
000377	000	Comp
000378	000	Bldg
000380	001	Vines
	002	Vines
000381	000	Vines
000382	000	Vines
000383	000	Bldg
000384	000	Prod
000385	000	prod
000386	000	Prod
000387	000	Prod
000388	000	Prod
000389	000	Tank
000390	000	Comp

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000391 000 Comp
000392 000 Comp
000393 000 Comp
000394 000 Comp
000395 000 Comp
000396 000 Offc
000397 000 Barrel
000398 000 Barrel
000399 000 Tank
000400 000 Tank
000401 000 Vines
000402 000 Vines
000403 000 Vines
000404 000 Bdg
000405 000 Furn
000406 000 Computer
000407 000 Comp
000408 000 Comp
000409 000 Comp
000410 000 Comp
000411 000 Comp
000412 000 Comp
000413 000 Offc
000414 000 Offc
000415 000 Comp
000416 000 Prod
000417 000 Prod
000418 000 Prod
000419 000 Prod
000420 000 Prod
000421 000 Tank
000422 000 Tank
000423 000 Auto
000424 000 Barrel
000425 000 Barrel
000426 000 Barrel
000427 000 Barrel
000428 000 Barrel
000429 000 Barrel
000430 000 Barrel
000431 000 Barrel
000432 000 Barrel
000433 000 Barrel
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000435 000 Barrel
000436 000 Barrel
000437 000 Vines

000438 000 Vines
000439 000 Comp
000440 000 Tank
000441 000 Tank
000442 000 Tank
000445 000 Comp
000446 000 Offc
000447 000 Offc
000448 000 Comp
000449 000 Comp
000450 000 Comp
000451 000 Offc
000452 000 Comp
000453 000 Comp
000454 000 Offc
000455 000 Comp
000456 000 Comp
000457 000 Comp
000458 000 Prod
000459 000 Prod
000460 000 Prod
000461 000 Prod
000462 000 Prod
000463 000 Prod
000464 000 Prod
000465 000 Prod
000466 000 Offc
000467 000 Prod
000468 000 Prod
000469 000 Auto
000470 000 Barrel
000471 000 Barrel
000472 000 Barrel
000473 000 Barrel
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000475 000 Barrel
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000490 000 Prod
000491 000 Tank
000492 000 Prod
000493 000 Water
000494 000 Prod
000495 000 Prod
000496 000 Comp
000497 000 Comp
000498 000 Offc
000499 000 Comp
000500 000 Comp
000501 000 Furn
000502 000 Comp
000503 000 Furn
000504 000 Comp
000505 000 Furn
000506 000 Comp
000507 000 Comp
000508 000 Comp
000509 000 Comp
000510 000 Comp
000511 000 Comp
000512 000 Barrel
000513 000 Barrel
000514 000 Barrel
000515 000 Barrel
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000517 000 Barrel
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000523 000 Barrel
000524 000 Tank
000525 000 Tank
000526 000 Tank
000527 000 Tank
000529 000 prod
000530 000 prod
000531 000 prod
000532 000 prod
000533 000 prod
000534 000 acctng

000535 000 actng
000536 000 computer
000537 000 computer
000538 000 Other
000539 000 computer
000540 000 Computer
000541 000 computer
000542 000 Computer
000543 000 Computer
000544 000 Computer
000545 000 Computer
000546 000 Computer
000547 000 Computer
000548 000 computer
000549 000 Computer
000550 000 prod
000551 000 Computer
000552 000 Computer
000553 000 Other
000554 000 other
000555 000 Furn
000556 000 other
000557 000 other
000558 000 auto
000559 000 Auto
000560 000 Barrel
000561 000 Barrel
000562 000 Barrel
000563 000 Barrel
000564 000 Barrel
000565 000 Barrel
000566 000 Barrel
000567 000 Barrel
000568 000 Barrel
000569 000 Barrel
000570 000 Barrrel
000571 000 Barrel
000572 000 Barrel
000573 000 Barrel
000574 000 Barrel
000575 000 Barrel
000576 000 Land
000577 000 vines
000578 000 vineyard
000579 000 vineyard
000580 000 vineyard
000581 000 Computer

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Steefel, Levitt & Weiss
One Embarcadero Center, 30th Floor
San Francisco, California 94111

Attention: James F. Eastman, Esq. [MASTER]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

[MASTER]

THIS AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS dated as of 2/28, 2001 amends and restates that certain Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated as of December 22, 1995, recorded on December 27, 1995 as Instrument No. 95-029036, in the Official Records of Napa County, California, originally made by (i) JOHN V. TREFETHEN AND JANET S. TREFETHEN, HUSBAND AND WIFE, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, TRUSTEES OF THE TREFETHEN FAMILY TRUST DATED MARCH 26, 1990, and JOHN V. TREFETHEN, A MARRIED MAN, and JOHN CRNCICH & CO., a California corporation, and EXCHANGE HOLDING CORPORATION, a California corporation, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, HUSBAND AND WIFE, (ii) JOHN V. TREFETHEN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, and CATHERINE MORGAN TREFETHEN, A MARRIED WOMAN, and EUGENE E. TREFETHEN, JR., WHO ACQUIRED TITLE AS A MARRIED MAN, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, HUSBAND AND WIFE, and EUGENE E. TREFETHEN, JR. AND CATHERINE M. TREFETHEN, TRUSTEES OF THE TREFETHEN FAMILY TRUST DATED MARCH 26, 1990, and (iii) TREFETHEN VINEYARDS WINERY, INC., a California corporation, having a mailing address at P.O. Box 2460, Napa, California 94558, in favor of First American Title Company of Napa, having offices at 1700 2nd Street, Suite 120, Napa, California 94559, as trustee, and for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at 1318 E. Shaw Avenue, Suite 308, Fresno, California 93710, a portion of which was (a) assumed by CATHERINE M. TREFETHEN AND JOHN V. TREFETHEN, AS CO-TRUSTEES OF THE SURVIVOR'S TRUST, TO BE ADMINISTERED UNDER THE PROVISIONS OF ARTICLE THREE OF THE TRUST AGREEMENT FOR THE TREFETHEN FAMILY TRUST (created under Trust Agreement dated March 26, 1990 (sometimes also referred to as dated November 23, 1983), CARLA SAUNDERS AND JOHN V. TREFETHEN, AS CO-TRUSTEES OF "CARLA'S NON-EXEMPT TRUST," TO BE

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ADMINISTERED UNDER THE PROVISIONS OF ARTICLE SIX OF THE TRUST AGREEMENT, JOHN V. TREFETHEN, an individual, and JOHN AND JANET TREFETHEN REVOCABLE TRUST pursuant to that certain Assumption Agreement dated as of April 27, 1997 and recorded on July 25, 1997 as Instrument No. 9716762 in the Official Records of Napa County, State of California; and (b) assigned to and assumed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership pursuant to that certain Assumption Agreement dated as of August 29, 1997, recorded on October 7, 1997 as Instrument No. 97-023744, in the Official Records of Napa County, California (collectively, the "Original Deed of Trust").

THE PARTIES HERETO AGREE THAT THE ORIGINAL DEED OF TRUST SHALL BE AMENDED AND RESTATED, IN ITS ENTIRETY, AS FOLLOWS

AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE
FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS,
LEASES AND AGREEMENTS

[MASTER]

THIS AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, CROP FILING AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "Deed of Trust") is made as of 2/28, 2001 by (i) TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV, Ltd.") and JOHN V. TREFETHEN AND JANET S. TREFETHEN, AS TRUSTEES OF THE JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994 (collectively, the "Vineyards Property Trustors"), and (ii) TREFETHEN VINEYARDS WINERY, INC., a California corporation ("Trefethen Winery," and together with the Vineyards Property Trustors, collectively, "Trustor"), having a mailing address at P.O. Box 2460, Napa, California 94558, in favor of First American Title Company of Napa, having offices at 1700 2nd Street, Suite 120, Napa, California 94559, as trustee ("Trustee"), and for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at Woodward Centre, 7108 North Fresno Street, Suite 400, Fresno, CA 93720 ("Beneficiary").

WITNESSETH:

Trustor HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO Trustee, IN TRUST, WITH POWER OF SALE all of Trustor's right, title and interest now owned or hereafter acquired in and to the following property, together with the Personalty (as hereinafter defined), all of which is hereinafter collectively defined as the "Property":

A. That certain real property (collectively, the "Land") located in the County of Napa, California as more particularly described on Exhibit A-1, A-2 and A-3 attached hereto;

B. All Improvements (as hereinafter defined) and all appurtenances, easements, rights and privileges thereof, including all minerals, oil, gas and other hydrocarbon substances thereon or therein, air rights, water, and water rights (whether riparian, appropriative, or pursuant to state

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or federal entitlements or allotments, or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with the Land, and development rights, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof;

C. All Fixtures (as hereinafter defined), whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land;

D. All Easement Agreements (as hereinafter defined) and all other rights of ingress, egress, reciprocal agreements and other appurtenances relating to the Land; and

E. The Rents and Proceeds (as hereinafter defined), whether by sale or otherwise.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may determine: (i) payment of the Indebtedness (as hereinafter defined); and (ii) payment (with interest as provided) and performance by Trustor of the Obligations (as hereinafter defined). Notwithstanding the foregoing, or any other term contained herein or in the Loan Documents, none of Trustor's obligations under or pursuant to the Hazardous Substances Agreement shall be secured by the lien of this Deed of Trust.

ARTICLE 1
DEFINITIONS

Certain Defined Terms: As used in this Deed of Trust the following terms shall have the following meanings:

1.1 Application: Collectively, the Vineyards-A Application, the Vineyards-B Application, the Winery-A Application and the Winery-B Application.

1.2 Collateral: As defined in Paragraph 7.1 hereof.

1.3 Costs: As defined in Paragraph 9.21 hereof.

1.4 Easement Agreements: Any and all ingress or egress easements or agreements, reciprocal easements or operating agreements or other appurtenances, easements or real property rights or interests relating to the Land, whether now owned or hereafter acquired, together with all water agreements relating to the Land, including without limitation (i) that certain "Agreement" by and between E. E. Trefethen, Jr. and NAPACO Vineyards, a co-partnership consisting of Lelio N Bianchini and Louis A. Petri and recorded August 17, 1971 in Book 857 at page 629 of the Official Records of Napa County, California, (ii) that certain "Roadway, Utilities and Water System Easements and Maintenance Agreement" executed by and between Eugene E. Trefethen, Jr., Michael J. Hastings, A. Dean Jenkins, and Eugene E. Trefethen, Jr. and Catherine M. Trefethen as Trustees of the Trefethen Family Trust Dated March 26, 1990, and recorded August 30, 1995 as Series No. 1995019026 of the Official Records of Napa County, California, (iii) that certain "Water Use Agreement" executed by and between Eugene E. Trefethen, Jr., Trustee under the Trefethen 1983 Family Trust, John V. Trefethen and Trefethen Winery, and recorded July 16, 1990 in Book 1753 at page 792 of the Official Records of Napa County, California, and (iv) that certain "Effluent Disposal Agreement" executed by and between Eugene E. Trefethen, Jr., Trustee under the Trefethen 1983 Family Trust, and Trefethen Winery, and

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recorded July 16, 1990 in Book 1753 at page 806 of the Official Records of Napa County, California.

1.5 Event of Default: As defined in Paragraph 3.1 hereof.

1.6 Fixtures: Any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law, including, without limitation, any Improvements and/or any items set forth in the Inventory which become so related or attached to the Land.

1.7 Hazardous Substances Agreement: Collectively, the Vineyards-A Hazardous Substances Agreement, the Vineyards-B Hazardous Substances Agreement, and the Winery Hazardous Substances Agreement.

1.8 Impositions: All real estate and personal property and other taxes and assessments, and any and all other charges, expenses, payments, claims, mechanics' or material suppliers' liens or assessments of any nature that at any time prior to or after the execution of the Loan Documents may be assessed, levied, imposed, or become a lien upon the Property or the rent or income received therefrom, or any use or occupancy thereof.

1.9 Improvements: All (i) building improvements ("Buildings") and fixtures now or hereafter located on the Land, including, without limitation, all buildings, houses, sheds, warehouses, storage facilities and other buildings, (ii) irrigation and drainage equipment located on or used in connection with the Land, including, without limitation, wells, pumps, motors, engines, gearheads, sprinklers, drip irrigation systems, tow lines, hand lines, irrigation pipe, drainage pipe, culverts and well casings, (iii) enclosures of the Land or any part thereof, including, without limitation, fences, gates, shuts, posts, poles, barbed wire and electric wire, (iv) crop protection equipment and apparatus located on or used in connection with the Land, including, without limitation, frost protection equipment and wind machines, (v) electric, gas and water lines and equipment located on the Land, including, without limitation, transformers, circuit breakers, switch boxes, fuse and breaker panels, regulators, cut on/off valves, wiring and pipe, and (vi) trees, vines and other permanent plantings (whether Fructus Naturales or Fructus Industriales (Emblements)), whether mature or immature, now or hereafter growing on the Land, together with all trellises, wires, endposts, and stakes relating thereto.

1.10 Indebtedness: The indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium due thereunder) and all other amounts due from Trustor to Beneficiary evidenced or secured by the Loan Documents, plus interest on all such amounts as provided in the Loan Documents.

1.11 Inventory: The personal property described in Exhibit B attached hereto.

1.12 Laws and Restrictions: All laws, regulations, orders, codes, ordinances, rules, statutes and policies, restrictive covenants and other title encumbrances, permits and approvals, leases and other rental agreements, relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Trustor.

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1.13 Leases: Any and all leasehold interests, including subleases and tenancies following attornment, now or hereafter affecting or covering any part of the Property.

1.14 Loan: Collectively, the Vineyards-A Loan, the Vineyards-B Loan, and the Winery Loan.

1.15 Loan Documents: Collectively, this Deed of Trust, the Vineyards-A Loan Documents, the Vineyards-B Loan Documents, and the Winery Loan Documents.

1.16 Note: Collectively, the Vineyards-A Note, the Vineyards-B Note, the Winery-A Note, and the Winery-B Note.

1.17 Obligations: Any and all of the covenants, promises and other obligations (including payment of the Indebtedness) made or owing by any Trustor to or due to Beneficiary as provided in the Loan Documents and all of the material covenants, promises and other obligations made or owing by any Trustor to any other Person relating to the Property.

1.18 Person: Any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

1.19 Personalty: Trustor's right, title and interest in and to any and all personal property now or hereafter located in, upon or about or collected or used in connection with the Property, together with all present and future attachments, accessions, replacements, substitutions and additions thereto or therefor, and the cash and noncash products and proceeds thereof, including, without limitation: all property listed in the Inventory, all equipment, the Easement Agreements, the Agreements, all crops now or hereafter grown or growing on the Land, all crops and farm products now or hereafter generated by the Land (whether Fructus Naturales or Fructus Industriales (Emblements), including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whether or not then stored on the Land), all Leases and contracts related to or pertaining to the Property and any and all guaranties thereof, all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property, all other tangible and intangible property and rights relating to the Property or its operation, or to be used in connection with the Property, including, but not limited to all agreements, licenses, governmental authorizations or permits pertaining to the Property or the development, ownership, management or operation thereof, all trademarks, service marks, designs, logos, names or similar identifications pertaining to the Property or under which the Property may be known or operated whether registered or unregistered (including, without limitation, the Trefethen winery label, the Eshcol winery label, and all tradenames and logos related thereto), and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property, and all accounts, contract rights and general intangibles (including any rents, issues, profits, insurance proceeds and condemnation awards or compensation) arising out of or incident to the ownership, development or operation of the Property encumbered hereby and all construction materials and supplies, leasehold interests in personal property, all water stock relating to, and all water rights appurtenant to the Property, contractual rights for the use of water, drainage rights, and rights to receive or transport water to, the Property, including, without limitation, any right to receive water or subsidies with respect to

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the price thereof under any contract with, or program administered by, the State of California Department of Water Resources; provided, however, that Personalty shall not include (i) any inventory relating to the Winery Property, (ii) any accounts derived from the sale of inventory, goods or services relating to the Winery Property, or (iii) any of the products or proceeds of such excluded property relating to the Winery Property(collectively, the "Excluded Property").

1.20 Principal Party: Any Trustor, any general partner of a partnership Trustor, any managing member of a limited liability Trustor or a limited liability member or general partner of any Trustor, any parent company of any corporate Trustor or any such general partner or any such managing member, any Person owning directly or indirectly 50% or more of the outstanding shares of a corporate Trustor, or any parent company of such Trustor, any Person owning directly or indirectly 50% or more of the outstanding membership interests of a limited liability company Trustor or any parent company of such Trustor, any trustee or beneficiary with a direct or indirect beneficial interest of 50% or more in any Trustor or the Property, any owner of the Property, or any guarantor of Trustor's obligations under the Loan Documents.

1.21 Property: As defined in the above granting paragraph of this Deed of Trust.

1.22 Receiver: Any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

1.23 Rents and Proceeds: All rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Property or interest therein) and other income from the Property.

1.24 Secondary Interest Rate: As defined in the Note.

1.25 Title Policy: The ALTA lender's title insurance policies delivered to Beneficiary in connection with the Loan.

1.26 Vineyards-A Application: The First Mortgage Loan Application dated October 11, 1995, executed by John V. Trefethen, Janet S. Trefethen, Eugene E. Trefethen, Jr., and Catherine M. Trefethen (referred to as "Applicant" therein), which Application includes the mortgage loan conditions attached thereto.

1.27 Vineyards-A Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by the Vineyards Property Trustors, as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Vineyards-A Note.

1.28 Vineyards-A Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by the Vineyards Property Trustors, as "Borrower," to the benefit of Beneficiary as "Lender" relating to the Vineyards-A Property.

1.29 Vineyards-A Loan: The loan from Beneficiary to the maker under the Vineyards-A Note, as evidenced by the Vineyards-A Note.

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1.30 Vineyards-A Loan Documents: The Vineyards-A Note, the Vineyards-A Deed of Trust, the Vineyards-A Application, and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.31 Vineyards-A Note: The Amended and Restated Promissory Note of even date herewith executed by the Vineyards Property Trustors in the original principal amount of Nine Million Two Hundred Thousand Dollars ($9,200,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.32 Vineyards-A Property: As defined in the granting paragraph of the Vineyards-A Deed of Trust and termed "Property" therein.

1.33 Vineyards-B Application: Collectively, the First Mortgage Loan Application dated October 11, 1995, executed by Eugene E. Trefethen and Catherine M. Trefethen (referred to as "Applicant" therein) and that certain Rate Lock Letter and Term Sheet dated December 11, 2000, executed by TFV, Ltd.

1.34 Vineyards-B Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by TFV, Ltd., as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Vineyards-B Note.

1.35 Vineyards-B Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by TFV, Ltd., as "Borrower," to the benefit of Beneficiary as "Lender" relating to the Vineyards-B Property.

1.36 Vineyards-B Loan: The loan from Beneficiary to the maker under the Vineyards-B Note, as evidenced by the Vineyards-B Note.

1.37 Vineyards-B Loan Documents: The Vineyards-B Note, the Vineyards-B Deed of Trust, the Vineyards-B Application, and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.38 Vineyards-B Note: The Amended and Restated Promissory Note of even date herewith executed by the TFV, Ltd. in the original principal amount of Two Million Eight Hundred Fifty Thousand Dollars ($2,850,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.39 Vineyards-B Property: As defined in the granting paragraph of the Vineyards-B Deed of Trust and termed "Property" therein.

1.40 Vineyards Loans: Collectively, the Vineyards-A Loan and the Vineyards-B Loan.

1.41 Vineyards Property: Collectively, the Vineyards-A Property and the Vineyards-B Property.

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1.42 Winery-A Application: The First Mortgage Loan Application dated October 11, 1995, executed by Trefethen Winery (referred to as "Applicant" therein).

1.43 Winery-A Note: The Amended and Restated Promissory Note of even date herewith executed by Trefethen Winery in the original principal amount of Three Million Six Hundred Thousand Dollars ($3,600,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.44 Winery-B Application: The Rate Lock Letter and Term Sheet dated December 11, 2000, executed by Trefethen Winery (referred to as "Borrower" therein).

1.45 Winery-B Note: The Promissory Note of even date herewith executed by Trefethen Winery in the original principal amount of Three Million Dollars ($3,000,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

1.46 Winery Deed of Trust: That certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements of even date herewith executed by Trefethen Winery, as "Trustor," to the benefit of Beneficiary as "Beneficiary," as security for repayment of the Winery Note.

1.47 Winery Hazardous Substances Agreement: That certain Amended and Restated Hazardous Substances Remediation and Indemnification Agreement of even date herewith executed by Trefethen Winery, as "Borrower," to the benefit of Beneficiary as "Lender."

1.48 Winery Loan: The loan from Beneficiary to Trefethen Winery evidenced by the Winery Note.

1.49 Winery Loan Documents: The Winery Note, the Winery Deed of Trust, the Winery-A Application, the Winery-B Application and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Loan, the payment of the Indebtedness or the performance of the Obligations.

1.50 Winery Note: Collectively, the Winery-A Note and the Winery-B Note.

1.51 Winery Property: As defined in the granting paragraph of the Winery Deed of Trust and termed "Property" therein.

ARTICLE 2
CASUALTIES AND CONDEMNATION

2.1 Insurance and Condemnation Proceeds.

A. Trustor shall notify Beneficiary in writing immediately upon the occurrence of any loss or damage by fire or other casualty to the Property or upon commencement of any proceedings for condemnation of any portion of the Property. Beneficiary shall be entitled to (i) participate in any such condemnation proceedings and Trustor from time to time will deliver to Beneficiary all instruments reasonably necessary to permit such participation, and (ii) settle and

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adjust all insurance claims relative to any such damage or destruction, deducting from any insurance proceeds the amount of all expenses incurred by Beneficiary in connection with any such settlement or adjustment. All proceeds paid to Trustor under any insurance policies relating to the Property shall immediately be delivered to Beneficiary. All condemnation proceeds from the Property are hereby assigned to and shall be paid to Beneficiary.

B. The proceeds of any insurance policy received by Beneficiary shall, at the option of Beneficiary, either be applied to the prepayment of the Indebtedness or satisfaction of any Obligation or be paid over to Trustor for restoration of the Improvements. If Beneficiary elects to make such proceeds available for repair or reconstruction, Beneficiary shall, through a disbursement procedure established by Beneficiary, make available to Trustor the net amount of all insurance proceeds or condemnation awards received by Beneficiary after deduction of Beneficiary's reasonable costs and expenses, if any, in collection of the same (the "Net Proceeds"). In the event Beneficiary elects not to make the Net Proceeds available for repair or reconstruction, Beneficiary, at its sole option, may apply the Net Proceeds in payment of the Indebtedness or in satisfaction of any other Obligation in such order as Beneficiary may determine. Notwithstanding the foregoing, Beneficiary shall make the Net Proceeds available to Trustor for repair or reconstruction provided that (i) there shall then be no default under any Loan Document, (ii) Beneficiary shall be satisfied that (a) the Property can and will be restored to the condition of the Property immediately prior to such casualty or condemnation within 18 months of the date of such casualty or condemnation in accordance with plans and specifications approved by Beneficiary, and such completion shall occur at least 24 months prior to the maturity date of the Note secured by the second priority deed of trust in favor of Beneficiary encumbering such portion of the Property so affected, and (b) no material agreements are terminated or terminable as a result of such casualty or condemnation, (iii) Trustor shall have entered into a general construction contract acceptable in all respects to Beneficiary for completion of the repair or reconstruction, (iv) in Beneficiary's reasonable judgment, the security for the Loan has not been materially impaired as a result of such casualty or condemnation, and (v) prior to any disbursement of Net Proceeds and throughout the restoration period, Beneficiary shall have determined, in its sole and absolute discretion, that such repair or reconstruction can be completed at a cost (which cost shall include all payments coming due under the terms of the Loan) which does not exceed the aggregate of the then remaining Net Proceeds and any funds deposited with Beneficiary by Trustor.

C. The Net Proceeds and any additional funds deposited by Trustor with Beneficiary shall constitute additional security for the Loan. Trustor shall execute, deliver, file and/or record, at its own expense, such documents and instruments as Beneficiary requires to grant to Beneficiary a perfected, first priority security interest in the Net Proceeds and such additional funds.

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2.2 Additional Provisions Relating to Condemnation. In any condemnation proceedings, Beneficiary may be represented by counsel selected by Beneficiary. The proceeds of any award or compensation so received by Beneficiary as set forth in Paragraph 2.1.A above shall, at the option of Beneficiary, either be applied to the prepayment of the Indebtedness or satisfaction of any Obligation or be paid over to Trustor for restoration of the Improvements in accordance with the provisions of Paragraph 2.1. Trustor hereby unconditionally and irrevocably waives all rights of a property owner under Section 1265.225(a) of the California Code of Civil Procedure or any successor statute providing for the allocation of condemnation proceeds between a property owner and a lien holder.

ARTICLE 3
EVENTS OF DEFAULT AND REMEDIES OF BENEFICIARY

3.1 Events of Default.

A. It shall constitute an "Event of Default" hereunder if any of the following events shall occur and Beneficiary, by written notice delivered to Trustor, declares an Event of Default: (i) the occurrence of any default under this Deed of Trust, or (ii) the occurrence of any Event of Default as defined in and/or under any Vineyards-A Loan Document, Vineyards-B Loan Document or Winery Loan Document.

B. It shall constitute an Event of Default hereunder without the requirement of any notice if any of the following events shall occur: (i) any Principal Party shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall have made a general assignment for the benefit of creditors; (ii) any Principal Party shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking to have an order for relief entered against it as debtor, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property (collectively, a "Proceeding"); (iii) any Principal Party shall take any action to authorize any of the actions set forth above in clauses (i) or (ii); or (iv) any Proceeding shall be commenced against any Principal Party, and such Proceeding (a) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or (b) remains undismissed for a period of forty-five (45) days.

3.2 Remedies.

A. Upon the occurrence of any Event of Default, Beneficiary may at any time declare all of the Indebtedness (including, without limitation, any Prepayment Premium due under the terms of the Note in connection with such acceleration) to be due and payable and the same shall thereupon become immediately due and payable, together with all payments due in accordance with the terms of the Note, without any further presentment, demand, protest or notice of any kind.

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Beneficiary may, in its sole discretion, also do any of the following: (i) in person, by agent, or by a Receiver, without regard to the adequacy of security, the solvency of Trustor or the condition of the Property, without obligation so to do and without notice to or demand upon Trustor, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee and do any acts which Beneficiary deems necessary to preserve the value or marketability of the Property; sue for or otherwise collect the Rents and Proceeds, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, against the Obligations, all in such order as Beneficiary may determine; appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Obligations, the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Beneficiary or Trustee is prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees; (ii) as a matter of strict right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Property or the danger of loss, removal, or material injury to the Property, apply ex parte to any court having jurisdiction to appoint a Receiver to enter upon and take possession of the Property, and Trustor hereby waives notice of any application therefor, provided a hearing to confirm such appointment with notice to Trustor is set within the time required by law (any such Receiver shall have all the powers and duties of Receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale, unless such Receivership is sooner terminated); (iii) commence an action to foreclose this Deed of Trust in any manner provided hereunder or by law; (iv) with respect to any Personalty, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Land, or proceed to sell said Personalty separately and without regard to the Land in accordance with Beneficiary's rights and remedies as to personal property; and/or (v) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record.

B. If Trustor shall at any time fail to perform or comply with any of the terms, covenants and conditions required on Trustor's part to be performed and complied with under any of the Loan Documents or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, then Beneficiary may, in its sole discretion: (i) make any payments hereunder or thereunder payable by Trustor and take out, pay for and maintain any of the insurance policies provided for herein or therein; and/or (ii) after the expiration of any applicable grace period and subject to Trustor's rights to contest certain obligations specifically granted hereby, perform any such other acts thereunder on the part of Trustor to be performed and enter upon the Property for such purpose.

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C. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and one or more of the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and notice of sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole, or in separate lots or parcels or items as Beneficiary shall determine, 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 the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms hereof, not then repaid, with accrued interest at the Secondary Interest Rate; (ii) second, all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto. Beneficiary may, in its sole discretion, designate the order in which the Property shall be offered for sale or sold through a single sale or through two or more successive sales, or in any other manner Beneficiary deems to be in its best interest. If Beneficiary elects more than one sale or other disposition of the Property, Beneficiary may at its option cause the same to be conducted simultaneously or successively, on the same day or at such different days or times and in such order as Beneficiary may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Deed of Trust on any part of the Property not then sold until all Indebtedness secured hereby has been fully paid. If Beneficiary elects to dispose of the Property through more than one sale, Trustor shall pay the costs and expenses of each such sale of its interest in the Property and of any proceedings where the same may be made. Trustee may postpone the sale of all or any part of the Property 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 fixed by the preceding postponement, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Indebtedness affected

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by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

D. In the event of a sale of the Property, or any part thereof, and the execution of a deed therefor, the recital therein of default, and of recording notice of default and notice of sale, and of the elapse of the required time (if any) between the recording and the notice, and of the giving of notice of sale, and of a demand by Beneficiary, or its successors or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapse of time, and giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary, its successors or assigns. Any such deed or deeds with such recitals therein shall be effective and conclusive against Trustor, its successors and assigns, and all other Persons. The receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligations to see to the proper application of the purchase money.

E. All remedies of Beneficiary provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Beneficiary hereunder shall not in any way constitute a cure or waiver of default hereunder or under the Loan Documents, or invalidate any act done pursuant to any notice of default, or prejudice Beneficiary in the exercise of any of its rights hereunder or under the Loan Documents.

ARTICLE 4
SECURITY AGREEMENT AND FIXTURE FILING

4.1 Grant of Security Interest. Trustor hereby grants to Beneficiary a security interest in and to all Trustor's right, title and interest now owned or hereafter acquired in and to the Improvements, Personalty and the Fixtures and all of the products and proceeds thereof (collectively, the "Collateral") to secure payment and performance of the Obligations.

4.2 Remedies. This Deed of Trust constitutes a security agreement with respect to the Collateral in which Beneficiary is hereby granted a security interest. In addition to the rights and remedies provided under this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor hereby agrees to execute and deliver on demand and irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor to, at Trustor's expense, execute, deliver and, if appropriate, to file with the appropriate filing officer or office such instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of

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any Event of Default, Beneficiary shall have (i) the right to cause any of the Collateral which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any Obligation, and (ii) the right to apply to the Indebtedness or the satisfaction of any Obligation any Collateral which is cash, negotiable documents or chattel paper. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any Person, including both of Trustor and Beneficiary, shall be eligible to purchase any part or all of such Personalty at any such disposition.

4.3 Expenses. Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Collateral shall be borne by Trustor and shall include Beneficiary's and Trustee's reasonable attorneys' fees and legal expenses. Trustor, upon demand of Beneficiary shall assemble the Collateral and make it available to Beneficiary at the Property, a place which is hereby deemed to be reasonably convenient to Beneficiary and Trustor. Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Trustor in the manner provided for the mailing of notices herein is hereby deemed to be reasonable notice to Trustor.

4.4 Fixture Filing. This Deed of Trust covers certain goods which are or are to become fixtures related to the Land and constitutes a fixture filing with respect such goods executed by Trustor as debtor in favor of Beneficiary as secured party.

4.5 Crop Filing. The Security Agreement set forth in this Deed of Trust covers all crops now or hereafter growing on the Land and all crops and farm products now or hereafter generated by the Land (whether Fructus Naturales or Fructus Industriales (Emblements), including, all such crops and farm products now or hereafter harvested and/or severed from the Land, whether or not then stored on the Land), and all the products and proceeds thereof, and this Deed of Trust constitutes a financing statement with respect such crops executed by Trustor as debtor in favor of Beneficiary as secured party.

4.6 Further Assurances. Trustor understands, acknowledges and agrees that an updated version of the California Uniform Commercial Code shall become operative on July 1, 2001, and Trustor hereby agrees that, immediately upon Beneficiary's demand, Trustor shall execute and deliver to Beneficiary (and cause any necessary third parties to execute and deliver to Beneficiary) all documents and filings (including, without limitation "control agreements"), and otherwise take all other actions as may be requested by Beneficiary, in order to maintain and provide to Beneficiary a first priority perfected security interest in the Personalty provided hereby and by the Loan Documents, and Trustor hereby agrees to pay all fees and costs associated therewith (including, without limitation, the reasonable fees and costs of Beneficiary's outside counsel).

ARTICLE 5
ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS

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5.1 Assignment of Rents and Proceeds and Leases. Trustor absolutely and unconditionally assigns and transfers to Beneficiary (i) the Leases and (ii) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Beneficiary any and all rights and claims of any kind that Trustor may have against lessees under the Leases and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any Obligation. Trustor irrevocably appoints Beneficiary its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such Rents and Proceeds. Neither the foregoing assignment of Leases and Rents and Proceeds to Beneficiary or the exercise by Beneficiary of any of its rights or remedies under this Deed of Trust shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Beneficiary, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor or the entering into possession of the Property by such Receiver be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

5.2 Assignment of Agreements. Trustor hereby sells, assigns, transfers, sets over and delivers to Beneficiary all of Trustor's right, title and interest in and to any and all agreements, contracts, supply contracts, reports, surveys, maintenance agreements, purchase contracts, and governmental approvals whatsoever pertaining to the operation of the Property, as the same may be amended or otherwise modified from time to time (collectively, the "Agreements"). The foregoing assignment encompasses the right of Trustor to (i) terminate any of the Agreements, (ii) perform or compel performance and otherwise exercise all remedies under the Agreements, and (iii) collect and receive all sums which may become due Trustor or which Trustor may now or shall hereafter become entitled to demand or claim, under the Agreements.

5.3 Revocable License. Notwithstanding anything to the contrary contained herein or in the Note, so long as no Event of Default shall have occurred, Trustor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Trustor under the Agreements, and to first apply the same to the payment or performance of the Obligations as and when due. Upon the occurrence of an Event of Default, Beneficiary shall have the right, on written notice to Trustor, to terminate and revoke the license herein granted to Trustor and shall have the right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in this Article 5 or by law or at equity.

5.4 Nonresponsibility. The acceptance by Beneficiary of the assignments with all the rights, powers, privileges and authority so granted shall not obligate Beneficiary to assume any obligations in respect of the Rents and Proceeds or under the Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Trustor.

5.5 Affirmative Covenants re Leases and Agreements. Trustor shall (i) observe, perform and discharge, all the obligations, terms, covenants, conditions and warranties of the

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Leases and Agreements, on the part of Trustor to be kept, and shall promptly notify Beneficiary of any default thereunder, (ii) upon written request of Beneficiary, direct the obligors under the Agreements and the Lessees to deliver all Rents and Proceeds and other payments due thereunder to Beneficiary, (iii) enforce or secure in the name of Beneficiary the performance of each and every obligation, term, covenant, condition and agreement of the Leases and Agreements to be performed by Lessees and obligors thereunder, (iv) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the Agreements or the obligations, duties, or liabilities of Trustor, Lessees and obligors thereunder and, upon request by Beneficiary, to do so in the name and on behalf of Beneficiary but at the expense of Trustor, and to pay all costs and expenses of Beneficiary, including, attorneys' fees.

5.6 Negative Covenants re Leases and Agreements. Trustor shall not, without the prior written consent of Beneficiary: (i) lease any part of the Property or renew or extend any Leases; (ii) terminate, amend, modify or alter in any manner any Leases, or waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge Lessees from any obligations, covenants, conditions and agreements by such Lessees to be kept, or accept or consent to any surrender of the Leases; (iii) receive or collect any Rents and Proceeds for a period of more than one month in advance (whether in cash or by promissory note); (iv) further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents and Proceeds; (v) commence an action of ejectment or summary proceedings for dispossession of the Lessees under any Leases; or (vi) consent to any modification of the express purposes for which the Property has been leased, or consent to any subletting of the Property or any part thereof, or to assignment of the Leases by Lessees thereunder or to any assignment or further subletting by any sublessees.

ARTICLE 6
MISCELLANEOUS

6.1 Successor Trustee. Beneficiary may remove Trustee or any successor trustee at any time or times and appoint a successor trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law.

6.2 No Waiver. No failure by Beneficiary to insist upon strict, full and complete (i) payment when due of any portion of the Indebtedness or (ii) performance of any Obligation, nor failure to exercise any right or remedy hereunder, shall constitute a waiver of any such failure to pay or breach of any such Obligation, or of the later exercise of such right or remedy.

6.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed to the addresses set forth on page 1 hereof or addressed as such party may from time to time hereafter designate by written notice to the other parties.

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6.4 Severability. If any provision hereof should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare the Indebtedness immediately due and payable.

6.5 Joinder of Foreclosure. Should Beneficiary hold any other or additional security for the performance of the Obligations, its sale or foreclosure, upon any default in such performance, in the sole discretion of Beneficiary, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure hereunder.

6.6 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the state in which the Land is located.

6.7 Subordination. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Beneficiary and recording thereof in the Official Records of the county where the Land is located of a unilateral declaration to that effect.

6.8 Waiver of Statute of Limitations and Rights to Trial by Jury. Trustor hereby waives, to the full extent allowed by law, the right to plead any statute of limitations as a defense to any obligation secured by this Deed of Trust and the right to a jury trial in any action under or relating to the Loan Documents.

6.9 Entire Agreement. The Loan Documents and the Hazardous Substances Agreement set forth the entire understanding between Trustor and Beneficiary relative to the Loan and the same shall not be amended except by a written instrument duly executed by each of Trustor and Beneficiary. The foregoing notwithstanding, the terms and the conditions of the Application shall survive the funding of the Loan but in the event of any conflict between the provisions of the Application and any of the other Loan Documents or the Hazardous Substances Agreement, except as otherwise specifically provided herein, the terms of such other Loan Documents and Hazardous Substances Agreement shall control.

6.10 Charges for Statements. Trustor agrees to pay Beneficiary's charge, up to the maximum amount permitted by law, for any statement regarding the Obligations requested by Trustor or in its behalf.

6.11 Usury. In the event that Beneficiary determines that any charge, fee or interest paid or agreed to be paid in connection with the Loan may, under the applicable usury laws, cause the interest rate on the Loan to exceed the maximum permitted by law, then such charges, fees or interest shall be reduced and any amounts actually paid in excess of the maximum interest permitted by such laws shall be applied by Beneficiary to reduce the outstanding principal balance of the Loan. The parties intend that Trustor shall not be required to pay, and Beneficiary shall not be entitled to collect, interest in excess of the maximum legal rate permitted under the applicable usury laws.

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6.12 Information Reporting Under IRS Section 6045(e). Any information returns or certifications that must be filed with the Internal Revenue Service and/or provided to other parties pursuant to Internal Revenue Code Section 6045(e) shall be prepared, filed by and sent to the appropriate parties by Trustor. To the extent permitted by law, Beneficiary shall have no responsibility to perform such services; provided however, that upon demand Trustor shall pay such fee to Beneficiary as Beneficiary may reasonably and lawfully request. Beneficiary shall, where requested by Trustor, promptly supply Trustor with all information pertaining to Beneficiary reasonably required by Trustor to prepare and file any such return or certification.

6.13 ERISA.

A. Beneficiary represents and warrants to Trustor that, as of the date of this Deed of Trust and throughout the term of the Loan, the source of funds from which Beneficiary extends the Loan is its General Account, which is subject to the claims of its general creditors under state law. For so long as The Prudential Insurance Company of America is the holder of the Note and Beneficiary hereunder, it shall not allocate all or any portion of the Loan to any account other than its General Account.

B. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust and covenants that, throughout the term of the Loan, (i) Trustor is not and will not become an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA, and (ii) the assets of Trustor do not and will not constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

C. Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust (i) Trustor is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (ii) transactions by or with Trustor are not subject to state statutes regulating investment of and fiduciary obligations with respect to governmental plans.

D. Trustor covenants and agrees to deliver to Beneficiary such certifications or other evidence from time to time throughout the term of the Loan, as requested by Beneficiary in its sole discretion, that (i) Trustor is not an "employee benefit plan" or a "governmental plan," and (ii) Trustor is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, and (iii) one or more of the following circumstances is true: (a) equity interests in Trustor are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (b) less than twenty-five percent (25%) of all equity interests in Trustor are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.3-101(f)(2); (c) Trustor qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c) or (e); or (d) no equity interest in Trustor is held directly or indirectly by an employee benefit plan subject to ERISA.

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E. Any of the following shall constitute an Event of Default entitling Beneficiary to exercise any and all remedies to which it may be entitled under the Loan Documents: (i) the failure of any representation or warranty made by Trustor under this Paragraph 6.13 to be true and correct in all respects; (ii) the failure of Trustor to provide Beneficiary with the written certifications and evidence referred to above; or (iii) the consummation by Trustor of a transaction which would cause the Deed of Trust or any exercise of Beneficiary's rights under the Loan Documents to constitute a non-exempt prohibited transaction under ERISA or a violation of a state statute regulating governmental plans, subjecting Beneficiary to liability for violation of ERISA or such state statute.

F. Trustor shall indemnify, protect and defend and hold Beneficiary harmless from and against all loss, fee, cost, damage and expense (including attorneys' fees and costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Beneficiary's sole discretion) that Beneficiary may incur, directly or indirectly, as a result of a default under Paragraph 6.13.E. This indemnity shall survive any termination, satisfaction or foreclosure of the Deed of Trust.

6.14 Indemnification and Defense.

A. Trustor will indemnify, defend, and hold Beneficiary and its agents harmless from and against all liability, loss, claims, damage, fee, cost or expense (including reasonable attorneys' fees) that Beneficiary might incur in connection with the making or administering of the Loan, the enforcement of any of Beneficiary's rights or remedies under the Loan Documents, by reason of any failure of any representation or warranty made by Trustor or the failure of Trustor to perform any Obligation or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary arising out of or in connection with the Property or the Loan.

B. Trustor shall appear in and defend (with counsel acceptable to Beneficiary) any action or proceeding purporting to affect the security of the Deed of Trust, or of any additional or other security for the Obligations, the interest of Beneficiary or the rights, powers and duties of Trustee hereunder.

C. Whenever, under any Loan Document, Trustor is obligated to indemnify and/or defend Beneficiary, or Trustor is obligated to defend or prosecute any action or proceeding, then Beneficiary shall have the right to participate in such prosecution or defense using counsel of Beneficiary's choice, and all costs and expenses incurred by Beneficiary in connection with such participation (including reasonable attorneys' fees) shall be reimbursed by Trustor to Beneficiary. In addition, Beneficiary shall have the right to approve any counsel retained by Trustor in connection with the prosecution or defense of any such action or proceeding by Trustor. Trustor shall give notice to Beneficiary of the initiation of

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all proceedings prosecuted or required to be defended by Trustor, or which are subject to Trustor's indemnity obligations, under this Deed of Trust, promptly after the receipt by Trustor of notice of the existence of any such proceeding, but in no event later than five (5) days thereafter.

D. Should Beneficiary incur any liability, loss, claim, damage, cost or expense required to be reimbursed by Trustor to Beneficiary hereunder, the amount thereof with interest thereon at the Secondary Interest Rate shall constitute part of the Indebtedness, shall be payable by Trustor upon demand and shall be secured by this Deed of Trust.

6.15 Destruction of Note. Trustor shall, if the Note is mutilated or destroyed by any cause whatsoever, or otherwise lost or stolen and regardless of whether due to the act or neglect of Beneficiary or Trustee, execute and deliver to Beneficiary in substitution therefor a duplicate promissory note containing the same terms and conditions as the Note, within ten (10) days after Beneficiary notifies Trustor of any such mutilation, destruction, loss or theft of the Note. Upon receipt of such duplicate promissory note, Beneficiary shall provide Trustor with its standard form indemnity holding Trustor harmless from claims and liabilities relating to any claim for payment or presentment of any such mutilated, destroyed, lost, and/or stolen original promissory note.

6.16 Heirs and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

6.17 Interpretation. When the identity of the parties or other circumstances make it appropriate, the masculine gender shall include the feminine and/or neuter, and the singular number shall include the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and of acts Trustor must do or not do shall not exclude or limit the general. The headings of each Article and Paragraph are for convenience and do not limit or construe the contents of any provision hereof. The provisions of the Loan Documents and the Hazardous Substances Agreement shall be construed as a whole according to their common meaning, not strictly for or against any party and consistent with the provisions herein contained, in order to achieve the objectives and purposes of such documents. Each party and its counsel has reviewed and revised the Loan Documents and the Hazardous Substances Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of such document. The use in the Loan Documents and the Hazardous Substances Agreement of the words "including", "such as", or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation such as "without limitation" or "but not limited to", or words of similar import are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. The term "Trustor" shall be deemed to refer to the original Trustor, and its successors and assigns (whether or not such assign assumed the Obligations hereunder); the term "Beneficiary" includes Beneficiary named herein or any future owner or holder, including pledgee and participants, of the Note, or any other instrument secured

TRADEMARK
REEL: 002310 FRAME: 0301

hereby, or any participation therein; and the term "Trustee" includes the original Trustee and its successors and assigns. The references to the "Property" shall be deemed to refer to all or any portion of the Property and any interest therein. References to "foreclosure" and related phrases shall be deemed references to the appropriate procedure in connection with Trustee's private power of sale as well as any judicial foreclosure proceeding or a conveyance in lieu of foreclosure.

6.18 Information to Third Persons. If, at any time, Beneficiary desires to sell or transfer, or grant a participation interest in, all or any portion of, or any interest in, the Note or any other Loan Document to any Person, Trustor shall furnish in a timely manner any and all financial information concerning the Property and Leases, and concerning Trustor's financial condition, requested by Beneficiary or such person in connection with any such sale or transfer.

6.19 Commingling of Funds. Any and all sums collected or retained by Beneficiary hereunder (including insurance and condemnation proceeds and any amounts paid by Trustor to Beneficiary under Paragraph 2 hereof), shall not be deemed to be held in trust, and Beneficiary may commingle such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the extent otherwise required by law.

6.20 Certain Obligations Unsecured. Notwithstanding anything to the contrary set forth herein or any of the Loan Documents, this Deed of Trust shall not secure the following obligations (the "Unsecured Obligations"): (i) any obligations evidenced by or arising under the Hazardous Substances Agreement; and (ii) any other obligations in this Deed of Trust or in any of the other Loan Documents to the extent that such other obligations relate specifically to the presence on the Property of Hazardous Materials (as defined in the Hazardous Substances Agreement) and are the same or have the same effect as any of the obligations evidenced by or arising under the Hazardous Substances Agreement. Nothing in this section shall, in itself, impair or limit Beneficiary's right to obtain a judgment in accordance with applicable law after foreclosure for any deficiency in recovery of all obligations that are secured by this Deed of Trust following foreclosure.

6.21 Costs and Fees of Trustor. All costs, fees and expenses (including those of Beneficiary's legal counsel and consultants) (collectively, "Costs") incurred by Beneficiary in making, administering or collecting the Loan including, without limitation, Costs incurred by Beneficiary in connection with any inspections, reports, tests, inquiries and reviews, condemnation proceedings, endorsements to the title policy, actions or proceedings in which Beneficiary and/or Trustee may appear or be made a party (including foreclosure or other proceedings commenced by those claiming a right to any part of the Property or any action to partition all or part of the Property, whether or not pursuant to final judgment and exercise of the power of sale contained herein, whether or not the sale is actually consummated) and all sums expended by Trustee or Beneficiary in the exercise of any of their rights or remedies under this Deed of Trust shall be immediately due and payable by Trustor to Beneficiary upon demand, shall accrue interest at the Secondary Interest Rate from the date of expenditure until paid, and shall be added to the Indebtedness secured by the Loan Documents prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Deed of Trust.

TRADEMARK
REEL: 002310 FRAME: 0302

6.22 Intentionally Deleted.

6.23 Release of Vineyards-B Property. In the event that the Vineyards-B Property is transferred to a Permitted Transferee (as defined in the Vineyards-B Deed of Trust) in accordance with Paragraph 4.2.D of the Vineyards-B Deed of Trust, then Beneficiary will provide Trustee with a Request for Partial Reconveyance requesting that the lien of this Deed of Trust be reconveyed with respect to the Vineyards-B Property (but with respect to no other property); provided, that, the following conditions shall be satisfied prior to or concurrently with the partial reconveyance: (i) Beneficiary receives, at Trustor's sole cost, such title insurance coverage as Beneficiary may deem reasonably necessary to ensure that the liens and security interests granted hereunder continue to be first priority security interests in and to all remaining Property, including, without limitation, CLTA 111, 111.1 and 111.4 endorsements; and (ii) Trustor shall pay all reasonable out-of-pocket costs of Beneficiary relating to the partial reconveyance, including, without limitation, Beneficiary's attorneys' fees, escrow fees, and the costs of any title insurance and/or endorsements Beneficiary shall require pursuant to subsection (i) above.

6.24 Amendment and Restatement. This Deed of Trust is an amendment and restatement of the Original Deed of Trust. All of the liens and obligations described and set forth in the Original Deed of Trust shall be deemed to be set forth herein in their entirety, subject to any amendments effected hereby, and in addition to the Indebtedness and Obligations secured hereby and the liens and encumbrances provided hereby, all other obligations secured by the Original Deed of Trust and outstanding as of the date hereof shall be deemed to be secured hereby, and all other liens and encumbrances of such Original Deed of Trust shall remain in full force and effect.

6.25 Joint and Several Liability. The obligations and promises set forth herein shall be joint and several undertakings of each Trustor, and Beneficiary may proceed hereunder against any one or more of Trustor without waiving its right to proceed against any of the others.

6.26 Counterparts. This Deed of Trust may be executed in any number of counterparts and by different parties in separate counterparts, each of which when executed and delivered shall be deemed an original and all of which counterparts taken together shall constitute but one and the same instrument.

TRADEMARK
REEL: 002310 FRAME: 0303

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:

_____
John V. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

_____
Janet S. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership

By: The Trefethen Family LLC, a California limited liability company, its general partner

By: _____
Name: John V. Trefethen
Its: Manager

TREFETHEN VINEYARDS WINERY, INC., a California corporation

By: _____
Name: John V. Trefethen
Its: President

BENEFICIARY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002310 FRAME: 0304

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:

_____

John V. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

_____

Janet S. Trefethen, as trustee of the JOHN AND JANET TREFETHEN REVOCABLE TRUST U/T/A DATED DECEMBER 13, 1994

TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership

By: The Trefethen Family LLC, a California limited liability company, its general partner

By:_____
Name: John V. Trefethen
Its: Manager

TREFETHEN VINEYARDS WINERY, INC., a California corporation

By:_____
Name: John V. Trefethen
Its: President

BENEFICIARY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: William K Beyer
Name: William Beyer
Title: Vice President

TRADEMARK
REEL: 002310 FRAME: 0305

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trepethen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0306

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trepelten, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC – CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0307

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared John V. Trepelkem, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0308

STATE OF CALIFORNIA)
) ss.
COUNTY OF Napa)

On Feb. 26, 2001 before me, Mary C. Ware, Notary Public, personally appeared Janet S. Trefethen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

MARY C. WARE
COMM. # 1253371
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
My Comm. Expires MAR 11, 2004

Mary C. Ware
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0309

STATE OF CALIFORNIA)
) ss.
COUNTY OF Fresno)

On February 22, 2001 before me, Linda Matthews, Notary Public, personally appeared William K. Beyer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

LINDA MATTHEWS
Commission # 1178159
Notary Public - California
Fresno County
My Comm. Expires Apr 29, 2002

Linda Matthews
Notary Public

TRADEMARK
REEL: 002310 FRAME: 0310

EXHIBIT

tabbies

A - 1

Order No: 118954A (Vineyard A)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

PARCEL ONE:
Parcel One as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Janet S. Trefethen, Trustees of the John & Janet Trefethen Revocable Trust, created December 13, 1994", filed December 11, 1998 in Book 22 of Parcel Maps at pages 78-79 in the office of the County Recorder of said Napa County.

APN 036-140-059

PARCEL TWO:
Parcel Two as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Janet S. Trefethen, Trustees of the John & Janet Trefethen Revocable Trust, created December 13, 1994", filed December 11, 1998 in Book 22 of Parcel Maps at pages 78-79 in the office of the County Recorder of said Napa County.

APN 036-140-058

PARCEL THREE:
Parcel One as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Catherine M. Trefethen, Trustees of the Trefethen Family Trust", filed October 28, 1996 in Book 21 of Parcel Maps at pages 90-91 in the office of the County Recorder of said Napa County.

APN 036-140-053

PARCEL FOUR:
Parcel Two as shown on the map entitled, "Parcel Map of the Lands of John V. Trefethen and Catherine M. Trefethen, Trustees of the Trefethen Family Trust", filed October 28, 1996 in Book 21 of Parcel Maps at pages 90-91 in the office of the County Recorder of said Napa County.

APN 036-140-052

PARCEL FIVE:
Real property situated in the County of Napa, State of California, being portions of Parcel 1 and Parcel 2 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, said portions being described as a whole as follows:
(Continued)

TRADEMARK
REEL: 002310 FRAME: 0311

DESCRIPTION (Continued)

BEGINNING at a point on the Southeasterly line of said Parcel 2, distant thereon South 55° 34' 10" West 1202.26 feet from the most Easterly corner thereof; thence along the exterior lines of said Parcel 2 South 55° 34' 10" West 884.52 feet, North 71° 54' 35" West 100.23 feet, North 20° 49' 04" East 75.85 feet and North 22° 13' 18" West 754.09 feet to the most Westerly corner thereof, being the most Southerly corner of said Parcel 1; thence along the exterior lines of said Parcel 1 North 22° 13' 18" West 1083.45 feet and North 56° 18' 33" East 907.29 feet to a point that bears North 22° 13' 18" West from the point of beginning of this description; thence South 22° 13' 18" East 1951.17 feet to the point of beginning of this description.

APN 036-140-055

PARCEL SIX:
Real property situated in the County of Napa, State of California, being a portion of Parcel 1 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, said portion being more particularly described as follows:

BEGINNING at the most Northerly corner of said Parcel 1; thence along the Southeasterly line of said Parcel 1 South 21° 56' 55" East 1739.70 feet to a point which bears North 21° 56' 55" West 9.42 feet from the Westerly corner of the lands formerly of Catherine Morgan Trefethen as described in the Grant Deed recorded October 21, 1986 in Book 1473 of Official Records of Napa County at Page 450; thence leaving said Southeasterly line of Parcel 1 South 55° 17' 26" West 1207.94 feet; to a point on the Northeasterly line of that certain land described as Parcel One of the Deed recorded under Series Number 1996 014562 of Official Records of Napa County; thence along the Northeasterly line thereof North 22° 13' 18" West 1057.54 feet to the Northwesterly line of Parcel 1 of Parcel Maps filed December 29, 1995 in Book 21 of Parcel Maps at pages 61-62 in the office of the County Recorder of said Napa County from where the Westerly corner of said Parcel 1 bears South 56° 18' 33" West 907.29 feet; thence along the exterior lines of said Parcel 1 North 56° 18' 33" East 220.31 feet, North 22° 12' 11" West 860.00 feet to the top of the Southerly bank of Dry Creek; thence along the top of said bank the following courses and distances: North 70° 55' 46" East 80.03 feet, North 63° 35' 46" East 100.04 feet, South 81° 04' 14" East 80.03 feet, North 82° 25' 46" East 90.04 feet, North 73° 55' 46" East 120.05 feet, North 53° 05' 46" East 86.88 feet, North 78° 15' 46" East 165.14 feet, North 87° 35' 46" East 120.05 feet and North 21° 53' 13" East 226.20 feet to the point of beginning of this description.

APN 036-140-056

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0312

DESCRIPTION (Continued)

PARCEL SEVEN:
Real property situated in the County of Napa, State of California being portions of 1) Parcel 1 as shown on Map No. 4849 recorded December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62 in the Office of the Recorder of Napa County, 2) Parcel 2 as shown on said Map No. 4849, 3) the Lands of Catherine Morgan Trefethen as described in the Corporation Grant Deed recorded December 12, 1993 under series number 1993-043139 of Official Records of Napa County and 4) the lands formerly of Catherine Morgan Trefethen as described in the Grant Deed recorded October 21, 1986 in Book 1473 of Official Records of Napa County, said portions being described as a whole as follows:

BEGINNING at the most Easterly corner of said Parcel 2; thence along the Southeasterly line of said Parcel 2 South 55° 34' 10" West 1202.26 feet; thence leaving said Southeasterly line North 22° 13' 18" West 893.63 feet; thence North 55° 17' 26" East 1207.94 feet to the Northeasterly line of said Parcel 1; thence along said Northeasterly line South 21° 56' 55" East 9.42 feet to the Westerly corner of said lands formerly of Catherine Morgan Trefethen; thence along the Northwesterly line of said lands North 55° 17' 26" East 737.26 feet to the Northwesterly production of the centerline of a 14 foot wide gravel road; thence along said centerline produced and centerline South 23° 24' 05" East 843.77 feet to a point distant 45.50 feet, measured at a right angle Northwesterly from the Southeasterly line of Lot 7 as shown on the "Duplicate Plat of the Sausal Rancho..." recorded November 21, 1864 in Book "I" of Deeds at Page 99 in the Office of the Recorder of Napa County, (said line of Lot 7 being also shown on said Map No. 4849); thence parallel to and 45.50 feet Northwesterly from said Southeasterly line of Lot 7 North 55° 34' 10" East (record North 55 30' 00" East) 767.54 feet to the Westerly line of Big Ranch Road, a County Road 60 feet in width as established by Road Petition No. 54; thence along said Westerly line of Big Ranch Road South 13° 07' 55" East 41.53 feet to an angle point therein and South 24° 04' 38" East (record South 24 08' 47" East) 6.92 feet to said Southeasterly line of said Lot 7; thence along said Southeasterly line of said Lot 7 South 55° 34' 10" West (record South 55 30' 00" West) 1519.66 feet to the point of beginning of this description.

APN 036-140-054

PARCEL EIGHT:
Beginning at the most Westerly corner of that certain parcel of land described in the Deed to Eugene E. Trefethen, Jr., et ux recorded January 4, 1993 under Series Number 1993 000075 of Official Records of Napa County; thence along the Northwesterly line of said lands and the production thereof, North 55° 30' 00" East (called North 55 East in said Deed) 1862.82 feet; thence South 22° 06' 00" East 958.54 feet; thence South 55° 30' 00" West 1859.55 feet to the Southwesterly line of said lands; thence along said Southwesterly line, North 22° 17' 28" West (called North 22° 48' West in said Deed) 957.84 feet to the point of beginning.

APN 036-150-034

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0313

DESCRIPTION (Continued)

PARCEL NINE:
Commencing at the most Westerly corner of that certain parcel of land described in the Deed to Eugene E. Trefethen, Jr., et ux, recorded January 4, 1993 under Series Number 1993 000075 of Official Records of Napa County; thence along the Southwesterly line of said lands, South 22° 17' 28" East (called North 22° 48' West in said Deed) 957.84 feet to the true point of beginning; thence parallel to the Northwesterly line of said lands, North 55° 30' 00" East (called North 55° East in said Deed) 1859.55 feet; thence South 22° 06' 00" East 354.73 feet to the Northeasterly production of the line described as "South 55° 45' West 907.6 feet in said Deed; thence along said line produced South 55° 59' 23" West 953.93 feet to the Southwesterly terminus thereof; thence along the line described as "South 33° 45' East 1087.5 feet" in said Deed, South 33° 40' 37" East 1049.75 feet to the Northwesterly line of Oak Knoll Avenue; thence along said Northwesterly line of Oak Knoll Avenue, South 55° 29' 15" West 873.54 feet to the Northwesterly production of the Northeasterly line of the lands described in the Deed to Eugene E. Trefethen, Jr., et ux, recorded November 8, 1968 in Book 797 at page 380 of Official Records of Napa County; thence along said line, South 34° 30' 45" East 30.00 feet to the most Northerly corner of said lands conveyed to Trefethen; thence along the exterior boundary of said lands conveyed to Trefethen, being the Northeasterly and Northwesterly line of Oak Knoll Avenue, as shown on the map on file in the office of the County Engineer of Napa County, entitled, "Oak Knoll Avenue Right of Way of Title Insurance and Trust Company Property", dated August 1967, the following courses and distances: South 34° 30' 45" East, 30.00 feet, South 59° 34' 01" East 63.65 feet, South 30° 25' 59" West 142.58 feet, and along a tangent curve to the right having a radius of 615.00 feet through a central angle of 18° 24' 17" an arc distance of 197.55 feet to the most Southerly corner of said lands described in document number 1993 000075; thence along the Southwesterly line of said lands, North 22° 17' 28" West 1657.46 feet to the true point of beginning.

APN 036-150-035

TRADEMARK
REEL: 002310 FRAME: 0314

EXHIBIT

A-2

Order No: 118954D (Vineyard B)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

Real property situated in the County of Napa, State of California and being a portion of the lands of John V. Trefethen as described in the Corporation Grant Deed recorded December 30, 1993 under series number 1993-043138 in the Official Records of Napa County and a portion of the lands of Catherine Morgan Trefethen as described in the Corporation Grant Deed recorded December 30, 1993 under series number 1993-043139 in the Official Records of Napa County, said portions being described as a whole as follows:

BEGINNING at the most Easterly corner of Parcel 2 as shown on Map No. 4849 filed December 29, 1995 in Book 21 of Parcel Maps at Pages 61 and 62, said corner being on the Southeasterly line of Lot 7 as shown on the "Duplicate Plat of the Sausal Rancho..." recorded November 21, 1864 in Book "I" of Deeds at Page 99 in the Official Records of Napa County; thence along said Southeasterly line of said Lot 7, also shown on said Map No.4849 North 55° 34' 10" East (record North 55° 30' 00" East) 759.57 feet to a point distant South 55° 34' 10" West (record South 55° 30' 00" West) 760.08 feet from the Westerly line of Big Ranch Road, a 60 foot wide County Road by Road Petition No. 54; thence parallel to said Westerly line of Big Ranch Road South 24° 04' 38" East 1004.39 feet to a point distant 60.00 feet as measured at a right angle Northwesterly from the Southwesterly production of the Southeasterly line of said lands described in the document recorded under series number 1993-043138; thence parallel to and 60.00 feet Northwesterly from said Southeasterly line North 55° 39' 24" East (record North 55° 35' 15" East) 759.87 feet to said Westerly line of Big Ranch Road, 60 feet wide; thence along said line of Big Ranch Road South 24° 04' 38" East 60.98 feet to said Southeasterly line of said lands described in the document recorded under series number 1993-043138; thence along said Southeasterly line South 55° 39' 24" West (record South 55° 35' 15" West) 395.15 feet to a Northeasterly line of said lands as described in the document recorded under series number 1993-043139; thence along the Northeasterly and Southeasterly lines of said lands described in the document recorded under series number 1993-043139 South 24° 06' 48" East (record South 24° 10' 58" East) 455.00 feet and South 55° 39' 24" West (record South 55° 35' 15" West) 109.89 feet to the most Northerly corner of the lands of Eugene E. Trefethen, Jr., Trustee and Catherine Morgan Trefethen, Trustee under the Trefethen Family Trust dated March 26, 1990 as described in the Corporation Grant Deed recorded August 29, 1995 under series number 1995-018931 in the Official Records of Napa County; thence along the Northwesterly production of the Northeasterly line of said lands described in the document recorded under series number 1995-018931 North 22° 12' 31" West 10.23 feet to the Northeasterly production of the course designated "North 55° 39' 24" East 649.61 feet" in said document recorded under series number 1995-018931; thence, along said line produced South 55° 39' 24" West (record South 55° 35' 15" West) 1539.99 feet to the Southern corner of the lands described in the Corporation Grant Deed from Exchange Holding Corporation to E. J. Trefethen and C. M. Trefethen, Trustees, recorded August 30, 1991 in Book 1847 at page 878 of Official Records of Napa County, being the Northeasterly terminus of said designated course; thence along the Northeasterly line of said lands described in said Corporation Grant Deed North 23° 29' 00" West (record North 23° 33' 10" West) 206.98 feet to the Northern corner thereof, being an angle point in the line of said lands described

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0315

DESCRIPTION (Continued)

in said document recorded under Series Number 1993 043139 of Official Records of Napa County; thence continuing along said lines of the lands described in said document recorded under Series Number 1993 043139 of Official Records of Napa County, North 55° 03' 33" East 251.12 feet (record North 55° 59' 23" East and North 56° 03' 33" East, 250.97 feet) and North 22° 01' 51" West (record North 22° 06' 00" West) 1313.27 feet to the Southeasterly line of said Parcel 2 as shown on Map No. 4849; thence along said Southeasterly line of Parcel 2 North 55° 34' 10" East (record North 55° 30' 00" East) 223.95 feet to the point of beginning of this description.

PARCEL TWO:
An Easement for ingress and egress purposes, over, along and across a strip of land 25 feet in width, the northwesterly line of which is coincident with the course designated "South 55° 39' 24" West 1539.85 feet" in Parcel One above and with the course designated "North 55° 39' 24" East 649.61 feet" in that certain Deed recorded August 29, 1995 under Series Number 1995 018931 of Official Records of Napa County.

PARCEL THREE:
An Easement for ingress and egress purposes, over, along and across a strip of land 8.00 feet wide, the southwesterly line of which is coincident with the southwesterly line of said lands described in that certain Deed recorded August 29, 1995 under Series Number 1995 018931 of Official Records of Napa County.

PARCEL FOUR:
An Easement for ingress and egress purposes over, along and across that certain strip of land 17.00 feet in width described as Parcel Two in the Individual Grant Deed to Eugene E. Trefethen, Jr. recorded October 20, 1986 in Book 1473 at page 454 of Official Records of Napa County, being a strip of land 17.00 feet in width, the northeasterly line of which is coincident with the southwesterly line of said lands described in said document recorded under Series Number 1995 018931 of Official Records of Napa County.

PARCEL FIVE:
A Right of Way for road purposes, over and along the following:

A strip of land, 15 feet in width, along the northern side of and immediately adjacent to the southeastern line of the 20 acre tract distributed to Haden Smith by Decree of Distribution of record in Book 132 of Deeds at page 154, said Napa County Records, the southern line of said strip being described as commencing on the western line of the County Road known as the "Big Ranch Road" at the southeastern corner of said 20 acre tract; and running thence South 55° 30' West 395.2 feet to the southeastern corner of Parcel One as described in Book 829 at page 472 of Official Records of Napa County.

PARCEL SIX:
The right to use, maintain, operate and repair drainage tile pipes through and over the following:

A strip of land, 5 feet in width, the centerline of which is described as follows:

COMMENCING at a point on the southeastern line of the 20 acre tract of land conveyed by Effie H. Young to Haden Smith by deed recorded in Book 127 of Deeds at page 117, said Napa County Records, said point being North 55° 30' East 970.00 feet distant

(Continued)

TRADEMARK
REEL: 002310 FRAME: 0316

DESCRIPTION (Continued)

from the most southerly corner of said 20 acre tract; running thence South 73° 4' East 856.00 feet; thence North 55° 30' East 245.00 feet; thence South 86° 23' East, 257.00 feet, more or less, to a point on the northwestern line of the County Road, known as Oak Knoll Avenue, said point being South 55° 30' West 615 feet distant from the point formed by the intersection of the northwestern line of said County Road with the southwestern line of the Big Ranch Road.

PARCEL SEVEN:
An easement for tractor turnaround purposes, over, along and across a strip of land, 20.00 wide, the southwesterly line of said strip being coincident with the southwestern line of that certain parcel of land described in Exhibit "B" in deed recorded June 14, 1996 under Series Number 1996 014569 of Official Records of Napa County, and by this reference made a part hereof.

PARCEL EIGHT:
An Easement for tractor turnaround purposes over, along and across a strip of land 20.00 feet wide, the southwesterly line of said strip being coincident with the southwesterly line of that certain parcel of land described in Exhibit "C" in deed recorded June 14, 1996 under Series Number 1996 014569 of Official Records of Napa County and by this reference made a part hereof.

Parcel Nine

Easements for access, irrigation, pipeline, drain and related facilities in favor of Parcel One hereof over, across and through the Trefethen Vineyard Property, as such easements are more particularly described on the Declaration of Covenants, Conditions and Restrictions dated July 11, 1996, and recorded on July 12, 1996, as Instrument No. 1996-016790 in the Official Records of Napa County, California.

9129:161737.1

TRADEMARK
REEL: 002310 FRAME: 0317

EXHIBIT

A-3

Order No: 118954B (Winery)

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

PARCEL ONE:
The lands described in that Corporation Grant Deed to Trefethen Vineyards Winery, Inc., recorded July 16, 1990 in Book 1753 at page 763 of Official Records of Napa County and a portion of Parcel 2 of Map No. 4711, entitled "Parcel Map of the Lands of Eugene E. Trefethen, Jr. and Catherine M. Trefethen", filed February 15, 1994, in Book 20 of Parcel Maps at pages 15-17 in the office of the County Recorder of Napa County, more particularly described as follows:

Beginning at a point on the Western line of the Sausal Rancho as shown on the map entitled, "Duplicate Plat of the Sausal Rancho, Napa County, Cal.", recorded November 21, 1864 in Book I of Deeds at page 99, said Napa County Records, and distant along said Western line South 22° 48' East 1300.28 feet from a T-bar monument marking the most Western corner of Lot 7 of said Rancho as shown on Map No. 1778 entitled, "Record of Survey Map of a Portion of the Lands Formerly of David Henry Wheatley", filed December 10, 1968 in Book 17 of Surveys at page 16 in the office of the County Recorder of said Napa County; thence South 65° 13' 40" West 2540 feet, more or less, to the Northeast line of State Highway 29 as described in the Deed to the State of California, recorded July 16, 1969 in Book 811 at page 367 of Official Records of Napa County; thence Southeasterly alaong said Northeast line 198.91 feet, more or less, to an angle point therein; thence continuing Southeasterly along said Northeast line, 613.03 feet, more or less, to the most Southerly corner of the 8.67 acre parcel of land described in the Deed to Trefethen Vineyards Winery, Inc., recorded August 9, 1979 in Book 1135 at page 461 of Official Records of Napa County; thence along the Southeast line of said parcel, North 65° 22' 31" East (called North 65° 54' 38" East in said Deed) 629.85 feet, more or less, to a 2-3/4" iron pipe gate post; thence South 24° 44' 28" East (called South 24° 12' 21" East in said Deed) 29.00 feet to a 3/4" iron pipe; thence leaving said Southeast line, North 63° 45' East 333.00 feet to a 6"x6" gate post; thence continuing North 63° 45' East 258.00 feet; thence North 22° 51' 56" West 236.36 feet, more or less, to a point on the southeastern line of said Corporation Grant Deed to Trefethen Vineyards Winery, Inc., lying North 65° 13' 40" East 86.00 feet from the southwestern terminus of that course described as "North 65° 13' 40" East 1352.95 feet" in said Corporation Grant Deed; thence North 65° 13' 40" East 1266.95 feet, more or less, to the northeastern terminus of said course described as "North 65°13'40" East 1352.95 feet"; thence North 20° 15' East 75.82 feet to the hereinabove described western line of the Sausal Rancho; thence North 22° 48' West along said western line 537.36 feet to the point of beginning.

APN 036-140-062

PARCEL TWO:
An Easement for roadway and related purposes over a strip of land, 40 feet wide, as described in the Deed to Trefethen Winery, recorded August 8, 1979 in Book 1135 at page 461 of Official Records of Napa County.
(Continued)

TRADEMARK
REEL: 002310 FRAME: 0318

DESCRIPTION (Continued)

PARCEL THREE:
A non exclusive easement, 25 feet in width, for the repair, maintenance, operation of, and improvements to, for the existing catch basin, sump pump and drainage line over and along its existing course, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651, and as reserved in deeds recorded September 10, 1999 under Series Number 1999-0028788, 1999-0028790 and 1999-0028791 of Official Records of Napa County.

PARCEL FOUR:
A non exclusive easement, 10 feet in width, 5 feet on each side of the centerline thereof, for the repair, replacement, maintenance, and operation of the existing water "drip line", together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

PARCEL FIVE:
A non exclusive easement, 10 feet in width, 5 feet on each side of the centerline thereof, for the repair, replacement, maintenance and operation of an existing agricultural sprinkler waterline, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651, and as reserved in deeds recorded September 10, 1999 under Series Number 1999-0028788, 1999-0028790 and 1999-0028791 of Official Records of Napa County.

PARCEL SIX:
A non exclusive easement for above ground utility lines as described in that certain instrument entitled "ROADWAY, UTILITIES AND WATER SYSTEM EASEMENTS AND MAINTENANCE AGREEMENT", recorded August 30, 1995 as Series Number 1995 019026, and as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

PARCEL SEVEN:
A non exclusive easement, 10 feet in width, for the maintenance, repair and replacement of an existing electric utility line to serve the existing sump pump, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998 023651 of Official Records of Napa County.

Parcel Eight

Easements and rights of way to construct and operate settling ponds, and to use a 55 acre foot reservoir; together with the right of way and easement for existing pipes to transmit water and roadways for access, as such easements are more particularly described on the certain Effluent Disposal Agreement dated July 12, 1990 and recorded on July 16, 1990, as Instrument No. 20363 in Vol. 1753, Page 806 in the Official Records of Napa County, California.

TRADEMARK
REEL: 002310 FRAME: 0319

EXHIBIT

B

[Master Inventory]

RESERVOIR #1 (North)

Units	Description	Serial #
1	Detroit Diesel series 6-71	6A154495
1	Amarillo right angle gearhead	4BC20087987
1	Peerless Turbine Pump	252762
1	Detroit Diesel series 6-71	6A154494
1	Amarillo right angle gearhead	4BC20068196
1	Peerless Turbine Pump	252764
1	Detroit Diesel series 6-71	6A152314
1	Amarillo right angle gearhead	4BC20071966
1	Peerless Turbine Pump	223174
1	Detroit Diesel series 6-71	6A152315
1	Amarillo right angle gearhead	4BC20073935
1	Peerless Turbine Pump	223175
1	Detroit Diesel series 6-71	6A242885
1	Amarillo right angle gearhead	SL20083673
1	Peerless Turbine Pump	F18367
1	Detroit Diesel series 6-71	6A152316
1	Amarillo right angle gearhead	4BC20073936
1	Peerless Turbine Pump	223173
1	Detroit Diesel series 6-71	6A153787
1	Amarillo right angle gearhead	4BC20067599
1	Peerless Turbine Pump	223172
1	Detroit Diesel series 6-71	6A242888
1	Amarillo right angle gearhead	SL20083672
1	Peerless Turbine Pump	F18368

Sub-Total Reservoir #1

8	Detroit Diesel engines series 6-71
8	Amarillo right angle gearheads
8	Peerless Turbine Pumps

RESERVOIR #2 (South)

1	Detroit Diesel series 6-71 model number 10637100	6A0291603
1	Amarillo right angle gearhead	SL20092686
1	Peerless Turbine Pump	F19319
1	Detroit Diesel series 6-71 model number 10637100	BA0291630
1	Amarillo right angle gearhead	SL20092684

1	Peerless Turbine Pump	F19219
1	Detroit Diesel series 6-71 model number 10637100	6A02887778
1	Amarillo right angle gearhead	SL20092685
1	Peerless Turbine Pump	F10219
1	Detroit Diesel series 6-71 model number 10637100	6A0275598
1	Amarillo right angle gearhead	SL20087531
1	Peerless Turbine Pump	18681
1	Detroit Diesel series 6-71 model number 10637100	6A0275087
1	Amarillo right angle gearhead	SL20087532
1	Peerless Turbine Pump	18682
1	GE 30HP electric motor for drip system model number 5K6235XH548A	C286TPH616
	1 Peerless Turbine Pump	11011

Sub-Total Reservoir #2

5	Detroit Diesel engines series 6-71 model number 10637100	
5	Amarillo right angle gearheads	
6	Peerless Turbine Pumps	
1	GE 30HP electric motor for drip system/ Model number 5K6236XH548A	

DRY CREEK SUMP PUMP

1	Detroit Diesel engines series 2-71 or 2-53	5125422
1	Amarillo right angle gearhead	1BC67964
1	Pump	

Stainless Steel Tanks

Number	Nominal Gals.	Actual Capacity Gals.
1	235	253
2	500	1,021
8	1,000	8,360
8	2,000	15,944
2	3,600	7,280
12	4,000	50,328
8	5,000	40,720
22	7,000	156,668
63		280,574

Oak Tanks

Number	Nominal Gals.	Actual Capacity Gals.
7	1,000	7,028
6	1,700	10,248
13		17,276

Fiberglass Tanks

Number	Nominal Gals.	Actual Capacity Gals.
3	550	1,650

TREFETHEN WINERY EQUIPMENT

DESCRIPTION	SERIAL NUMBER
Crusher	AR25R-028
Corker (1980)	232.825
Labeler	722 170
Bottle Cleaner	F 8052-12-741, J167R009
Filler	T5641022M-PD
Air Compressor	1.30T-635244
	2.30T-443395
Spinner	143 478
Presses	1.7053-12
	2.20.7178-12
Schienk Filter	352M
Velo Filter	0035A40
Must Pump	68136J1

WINERY CAPACITY

STAINLESS STEEL TANKS

YR DOT	Gals	Type	Tank Number	Manufacturer
1973	5,154	SS	112	Fabricated Metals
1975	5,020	SS	111	Fabricated Metals
	3,640	SS	121	Fabricated Metals
	3,640	SS	123	Fabricated Metals
1977	253	SS	1	Rieger
	497	SS	2	Rieger
	1,007	SS	3	Rieger
	1,007	SS	4	Rieger
	1,007	SS	5	Rieger
	1,007	SS	6	Rieger
	1,999	SS	7	Rieger
	1,999	SS	8	Rieger
	1,999	SS	9	Rieger
	1,999	SS	10	Rieger
1978	524	SS	35	Mueller, porle-tank
1981	5,091	SS	101	Santa Rosa Stainless Steel
	5,091	SS	102	Santa Rosa Stainless Steel
	5,091	SS	103	Santa Rosa Stainless Steel
	5,091	SS	104	Santa Rosa Stainless Steel
	5,091	SS	105	Santa Rosa Stainless Steel
	5,091	SS	106	Santa Rosa Stainless Steel
1982	1,987	SS	11	Santa Rosa Stainless Steel
	1,987	SS	12	Santa Rosa Stainless Steel
	7,130	SS	13	Santa Rosa Stainless Steel
	7,130	SS	14	Santa Rosa Stainless Steel
	7,130	SS	15	Santa Rosa Stainless Steel
	4,194	SS	18	Santa Rosa Stainless Steel
	4,194	SS	19	Santa Rosa Stainless Steel
	4,194	SS	20	Santa Rosa Stainless Steel
	4,194	SS	21	Santa Rosa Stainless Steel
	7,130	SS	24	Santa Rosa Stainless Steel
	7,130	SS	25	Santa Rosa Stainless Steel
	7,130	SS	26	Santa Rosa Stainless Steel
	4,194	SS	27	Santa Rosa Stainless Steel
	4,194	SS	28	Santa Rosa Stainless Steel
	4,194	SS	29	Santa Rosa Stainless Steel
	4,194	SS	30	Santa Rosa Stainless Steel
	4,194	SS	31	Santa Rosa Stainless Steel
	4,194	SS	32	Santa Rosa Stainless Steel
	7,130	Sep SS	16	Santa Rosa Stainless Steel
	7,130	Sep SS	17	Santa Rosa Stainless Steel
	7,130	Sep SS	22	Santa Rosa Stainless Steel
	7,130	Sep SS	23	Santa Rosa Stainless Steel

1985	4,194	SS	33	Santa Rosa Stainless Steel
	7,114	SS	109	Santa Rosa Stainless Steel
	7,114	SS	110	Santa Rosa Stainless Steel
1986	7,114	SS	113	Santa Rosa Stainless Steel
	7,114	SS	114	Santa Rosa Stainless Steel
	7,114	SS	115	Santa Rosa Stainless Steel
	7,114	SS	116	Santa Rosa Stainless Steel
	7,114	SS	117	Santa Rosa Stainless Steel
	7,114	SS	118	Santa Rosa Stainless Steel
1989	4,194	SS	34	Santa Rosa Stainless Steel
	7,114	SS	107	Santa Rosa Stainless Steel
	7,114	SS	108	Santa Rosa Stainless Steel
	7,114	SS	119	Santa Rosa Stainless Steel
	7,114	SS	120	Santa Rosa Stainless Steel
1991	1,083	SS	99	Santa Rosa Stainless Steel
	1,083	SS	100	Santa Rosa Stainless Steel
1995	1,083	SS		Santa Rosa Stainless Steel
	1,083	SS		Santa Rosa Stainless Steel
	1,987	SS		Santa Rosa Stainless Steel
	1,987	SS		Santa Rosa Stainless Steel

280,574 Total Stainless Steel Gallons
63 Total Tanks

OAK TANKS

YR DOT	Gals	Type	Tank Number	Manufacturer
1974	1,004	OAK	205	Arrow
	1,004	OAK	206	Arrow
1978	1,004	OAK	200	?
	1,004	OAK	201	?
	1,004	OAK	202	?
	1,004	OAK	203	?
	1,004	OAK	204	?
1984	1,708	OAK	210	Tonnellerie Vicard
	1,708	OAK	211	Tonnellerie Vicard
	1,708	OAK	212	Tonnellerie Vicard
	1,708	OAK	213	Tonnellerie Vicard
	1,708	OAK	214	Tonnellerie Vicard
	1,708	OAK	215	Tonnellerie Vicard
	17,276	Total Oak Tanks Gallons		
		13 Total Tanks		

TREFETHEN WELLS

	Well N.W. of Reservoir #1 drilled in 1980	W1
	12" casing	
Apr-58	Well Test	
	GPM 619	
	Motor: Newman 50HP	
	Pump: Johnston Turbine	
	Standing water level 29.2'	
Current GPM estimate: 580		
	Well S.W. of Reservoir #1 drilled in 1968 by	W2
	Ludorff Co. 600 GPM	
	6" casing replaced 16" in 1985	
Apr-88	Well Test	
	GPM 170	
	Motor: 10 HP Hitachi (replaced old 30HP	
	motor in 1985)	
	Well next to Vineyard Office installed in 1922	W3
	(225GPM in 1968)	
	12" casing	
Apr-88	Well Test	
	180'	
	GPM 169	
	Motor: GE 15HP	
	Pump: Byron Jackson Turbine	
	Standing Water Level 25.6'	
Mar-93	New pump and motor installed by Doshier & Gregson	
	15HP 225S150-6	
Current GPM estimate: 225		
	Well N.W. of SGB's house (140GPM in 1968)	W4
	12" casing	
Apr-88	Well Test	
	150'	
	GPM 262	
	Motor: US 7.5 HP	
	W/Booster pump Berkly 5HP 1750RPM ser.4915411	
	Pump: Peerless Turbine	
	Standing water level 34'	
Current GPM estimate: 250		
	Well next to driveway to Big Ranch Road	W5
	(140GPM in 1963)	
Apr-88	Well Test	
	150'	
	GPM 83	
	Motor: GE 20HP	
	Pump: Byron Jackson Turbine	
	12' casing	
	Standing water level 32'	

Oct-88 New Well
Big Ranch Road Entrance (30' from old well)
200'
Casing 8"
Submersible pump: 4HB6/10HP 230V #10988 P-779/
J88 G89156E
Column pipe: 3" galvanized
Jan-94 Well Test
Water Level 57'
Depth to water 30'
GPM 162
Current GPM estimate: 170

East in vineyard 7, due North 1310 Oak Knoll W6
100 yards, drilled in 1977 (Trefethen has
agreement to use the well, but it is physically
on the property that was sold)
Apr-88 Well Test
GPM 179
Motor: US 20 HP
Pump: Johnston Turbine
Standing water level 29.2'
Jan-94 Well Test
310'
Casing 10.75"
20 HP Johnston Turbine JTAA-8BS10
240', 5" column
Pumping Level 66'
GPM 166
Current GPM estimate: 160

[9129.AGRE]F53798

Inventory List
Trefethen Winery
(Continued)

February 26, 2001
1:56 PM

SYS No	Ext	Co	asset no
000001	000	auto	
000002	000	Bldg	
000003	000	Bldg	
000004	000	Bldg	
000005	000	Bldg	
000006	000	Bldg	
000007	000	Bldg	
000008	000	Bldg	
000009	000	Bldg	
000010	000	Bldg	
000013	000	Roads	
000014	000	Water	
000015	000	Water	
000016	000	Water	
000017	000	Water	
000018	000	Water	
000019	000	Water	
000020	000	Water	
000021	000	Bldg	
000022	000	Bldg	
000023	000	Bldg	
000024	000	Bldg	
000025	000	Bldg	
000026	000	Bldg	
000027	000	Bldg	
000028	000	Bldg	
000029	000	Bldg	
000030	000	Water	
000031	000	Water	
000032	000	Bldg	
000033	000	Bldg	
000034	000	Bldg	
000035	000	Bldg	
000036	000	Bldg	
000037	000	Bldg	
000038	000	Roads	
000039	000	Water	
000040	000	Bldg	
000041	000	Bldg	
000042	000	Bldg	
000043	000	Bldg	
000044	000	Bldg	
000045	000	Bldg	
000046	000	Bldg	
000047	000	Bldg	
000048	000	Bldg	
000050	000	Bldg	
000051	000	Barrel	
000052	000	Barrel	
000053	000	Tank	
000054	000	Barrel	
000055	000	Prod	
000056	001	Barrel	
	002	Barrel	
000057	000	Tank	
000058	000	Prod	
000059	000	Tank	
000060	000	Prod	
000061	000	Tank	
000062	000	Prod	
000063	000	Prod	
000064	000	Tank	
000065	000	Prod	
000066	000	Tank	
000067	000	Furn	
000068	000	Furn	
000069	000	Offc	
000072	000	Furn	
000074	000	Offc	
000075	000	Offc	
000076	000	Offc	
000077	000	Offc	
000078	000	Furn	
000079	000	Road	
000080	000	Bldg	
000081	000	Bldg	
000082	000	Bldg	
000083	000	Bldg	
000084	000	Bldg	
000085	000	Prod	
000086	000	Prod	
000088	000	Barrel	
000090	000	Barrel	
000091	000	Barrel	
000092	000	Prod	
000093	000	Tank	
000094	000	Water	
000096	000	Offc	
000097	000	Offc	
000100	000	Offc	
000101	000	Furn	
000103	000	Offc	
000104	000	Offc	
000106	000	Offc	
000107	000	Offc	
000109	000	Offc	
000110	000	Roads	
000111	000	Bldg	
000112	000	Offc	
000113	000	Offc	
000114	000	Water	
000115	000	Prod	
000116	000	Prod	
000119	000	Bldg	
000120	000	Prod	
000121	000	Prod	
000122	000	Prod	
000123	000	Prod	
000124	000	Prod	
000125	000	Prod	
000126	000	Tank	
000127	000	Prod	
000129	000	Barrel	
000130	000	Barrel	
000131	000	Barrel	
000132	000	Tank	
000133	000	Tank	
000134	000	Furn	
000137	000	Offc	
000138	000	Bldg	
000139	000	Furn	
000140	000	Furn	
000141	000	Offc	
000142	000	Furn	
000143	000	Furn	
000144	000	Furn	
000146	000	Offc	
000147	000	Offc	
000149	000	Offc	
000150	000	Bldg	
000151	000	Bldg	
000152	000	Bldg	
000153	000	Bldg	
000154	000	Roads	
000155	000	Water	
000156	000	Water	
000158	000	Prod	
000159	000	Prod	
000160	000	Prod	
000162	000	Bldg	
000163	000	Prod	
000164	000	Prod	
000165	000	Prod	
000166	000	Prod	
000167	000	Prod	
000168	000	Prod	
000169	000	Prod	
000170	000	Prod	
000174	000	Barrel	
000175	000	Tank	
000176	000	Tank	
000177	000	Furn	
000178	000	Prod	
000179	000	Offc	
000180	000	Offc	
000181	000	Offc	
000182	000	Offc	
000184	000	Furn	
000185	000	Offc	
000186	000	Offc	
000187	000	Offc	
000188	000	Furn	
000190	000	Offc	
000191	000	Offc	
000192	000	Comp	
000193	000	Comp	
000194	000	Furn	
000195	000	Offc	
000196	000	Offc	
000200	000	Offc	
000202	000	Offc	
000203	000	Furn	
000204	000	Bldg	
000205	000	Bldg	
000206	000	Bldg	
000207	000	Bldg	
000208	000	Bldg	

TRADEMARK
REEL: 002310 FRAME: 0329

000209	000	Bldg
000210	000	Offc
000211	000	Bldg
000212	000	Bldg
000213	000	Bldg
000214	000	Water
000215	000	Offc
000216	000	Offc
000218	000	Prod
000219	000	Prod
000220	000	Prod
000221	000	Barrel
000223	000	Barrel
000224	000	Furn
000225	000	Furn
000226	000	Furn
000227	000	Furn
000228	000	Offc
000231	000	Bldg
000232	000	Furn
000233	000	Bldg
000234	000	Bldg
000235	000	Bldg
000236	000	Water
000237	000	Prod
000239	000	Prod
000240	000	Prod
000241	000	Prod
000242	000	Prod
000243	001	Barrel
	002	Barrel
000244	001	Barrel
	002	Barrel
000245	000	Barrel
000246	000	Tank
000247	000	Prod
000248	000	Furn
000249	000	Offc
000250	000	Comp
000251	000	Comp
000252	000	Comp
000253	000	Comp
000254	000	Prod
000255	000	Furn
000256	000	Furn
000257	000	Furn
000258	000	Auto

9129:163051.1

000259	000	Bldg
000261	000	Bldg
000262	000	Bldg
000263	000	Bldg
000264	000	Bldg
000265	000	Water
000266	000	Prod
000267	000	Prod
000268	000	Tank
000269	000	Prod
000270	000	Prod
000271	001	Barrel
	003	Barrel
	004	Barrel
000272	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	009	Barrel
	010	Barrel
000273	000	Barrel
000274	000	Barrel
000275	000	Comp
000276	000	Comp
000278	000	Auto
000279	000	Comp
000280	000	Offc
000281	000	Furn
000284	000	Auto
000285	000	Vines
000287	000	Vines
000288	000	Vines
000289	000	Vines
000290	000	Bldg
000291	000	Bldg
000292	000	Bldg
000293	000	Bldg
000294	000	Water
000296	000	Prod
000297	000	Prod
000298	000	Prod
000299	000	Barrel
000300	000	Barrel
000301	000	Barrel
000302	001	Barrel
	002	Barrel
000303	000	Barrel

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000304	000	Tank
000307	000	Comp
000308	000	Comp
000311	000	Prod
000312	000	Comp
000313	000	Comp
000314	000	Comp
000315	001	Barrel
	002	Barrel
000316	000	Barrel
000317	000	Barrel
000318	000	Barrel
000319	000	Barrel
000320	000	Barrel
000321	000	Barrel
000322	000	Prod
000323	000	Comp
000324	000	Comp
000325	001	Barrel
	002	Barrel
000326	000	Barrel
000327	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	008	Barrel
000328	000	Barrel
000329	000	Comp
000330	000	Comp
000331	000	Comp
000332	000	Comp
000333	000	Comp
000334	000	Offc
000335	000	Comp
000336	000	Comp
000337	000	Barrel
000338	000	Barrel
000339	000	Prod
000340	000	Prod
000341	000	Prod
000342	000	Furn
000343	000	Furn
000344	000	Furn
000345	000	Barrel
000349	000	Barrel
000350	000	Barrel
000351	000	Barrel

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000352	000	Prod
000353	000	Prod
000354	000	Prod
000355	000	Prod
000356	000	Prod
000357	000	Prod
000358	000	Prod
000359	000	Prod
000360	000	Prod
000361	000	Prod
000362	000	Prod
000363	000	Prod
000364	000	Barrel
000365	001	Barrel
	003	Barrel
	004	Barrel
000366	001	Barrel
	003	Barrel
	005	Barrel
	007	Barrel
	009	Barrel
	011	Barrel
	012	Barrel
000367	000	Barrel
000368	000	Comp
000369	000	Comp
000370	000	Comp
000371	000	Comp
000372	000	Comp
000373	000	Comp
000374	000	Comp
000375	000	Comp
000376	000	Furn
000377	000	Comp
000378	000	Bldg
000380	001	Vines
	002	Vines
000381	000	Vines
000382	000	Vines
000383	000	Bldg
000384	000	Prod
000385	000	prod
000386	000	Prod
000387	000	Prod
000388	000	Prod
000389	000	Tank
000390	000	Comp

9129:163051.1

TRADEMARK
REEL: 002310 FRAME: 0330

000391 000 Comp
000392 000 Comp
000393 000 Comp
000394 000 Comp
000395 000 Comp
000396 000 Offc
000397 000 Barrel
000398 000 Barrel
000399 000 Tank
000400 000 Tank
000401 000 Vines
000402 000 Vines
000403 000 Vines
000404 000 Bdg
000405 000 Furn
000406 000 Computer
000407 000 Comp
000408 000 Comp
000409 000 Comp
000410 000 Comp
000411 000 Comp
000412 000 Comp
000413 000 Offc
000414 000 Offc
000415 000 Comp
000416 000 Prod
000417 000 Prod
000418 000 Prod
000419 000 Prod
000420 000 Prod
000421 000 Tank
000422 000 Tank
000423 000 Auto
000424 000 Barrel
000425 000 Barrel
000426 000 Barrel
000427 000 Barrel
000428 000 Barrel
000429 000 Barrel
000430 000 Barrel
000431 000 Barrel
000432 000 Barrel
000433 000 Barrel
000434 000 Barrel
000435 000 Barrel
000436 000 Barrel
000437 000 Vines

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000438 000 Vines
000439 000 Comp
000440 000 Tank
000441 000 Tank
000442 000 Tank
000445 000 Comp
000446 000 Offc
000447 000 Offc
000448 000 Comp
000449 000 Comp
000450 000 Comp
000451 000 Offc
000452 000 Comp
000453 000 Comp
000454 000 Offc
000455 000 Comp
000456 000 Comp
000457 000 Comp
000458 000 Prod
000459 000 Prod
000460 000 Prod
000461 000 Prod
000462 000 Prod
000463 000 Prod
000464 000 Prod
000465 000 Prod
000466 000 Offc
000467 000 Prod
000468 000 Prod
000469 000 Auto
000470 000 Barrel
000471 000 Barrel
000472 000 Barrel
000473 000 Barrel
000474 000 Barrel
000475 000 Barrel
000476 000 Barrel
000477 000 Barrel
000478 000 Barrel
000479 000 Barrel
000480 000 Barrel
000481 000 Barrel
000482 000 Prod
000483 000 Prod
000484 000 Prod
000485 000 Prod
000486 000 Prod

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000487 000 Prod
000488 000 Prod
000489 000 Prod
000490 000 Prod
000491 000 Tank
000492 000 Prod
000493 000 Water
000494 000 Prod
000495 000 Prod
000496 000 Comp
000497 000 Comp
000498 000 Offc
000499 000 Comp
000500 000 Comp
000501 000 Furn
000502 000 Comp
000503 000 Furn
000504 000 Comp
000505 000 Furn
000506 000 Comp
000507 000 Comp
000508 000 Comp
000509 000 Comp
000510 000 Comp
000511 000 Comp
000512 000 Barrel
000513 000 Barrel
000514 000 Barrel
000515 000 Barrel
000516 000 Barrel
000517 000 Barrel
000518 000 Barrel
000519 000 Barrel
000520 000 Barrel
000521 000 Barrel
000522 000 Barrel
000523 000 Barrel
000524 000 Tank
000525 000 Tank
000526 000 Tank
000527 000 Tank
000529 000 prod
000530 000 prod
000531 000 prod
000532 000 prod
000533 000 prod
000534 000 acctng

9129:163051.1

000535 000 actng
000536 000 computer
000537 000 computer
000538 000 Other
000539 000 computer
000540 000 Computer
000541 000 computer
000542 000 Computer
000543 000 Computer
000544 000 Computer
000545 000 Computer
000546 000 Computer
000547 000 Computer
000548 000 computer
000549 000 Computer
000550 000 prod
000551 000 Computer
000552 000 Computer
000553 000 Other
000554 000 other
000555 000 Furn
000556 000 other
000557 000 other
000558 000 auto
000559 000 Auto
000560 000 Barrel
000561 000 Barrel
000562 000 Barrel
000563 000 Barrel
000564 000 Barrel
000565 000 Barrel
000566 000 Barrel
000567 000 Barrel
000568 000 Barrel
000569 000 Barrel
000570 000 Barrrel
000571 000 Barrel
000572 000 Barrel
000573 000 Barrel
000574 000 Barrel
000575 000 Barrel
000576 000 Land
000577 000 vines
000578 000 vineyard
000579 000 vineyard
000580 000 vineyard
000581 000 Computer

9129:163051.1

TRADEMARK
REEL: 002310 FRAME: 0331
RECORDED: 03/05/2001