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United States Patent and Trademark Office

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Trefethen Vineyards Winery, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Prudential Insurance Company of America

Internal

Address: _____

Street Address: 2998 Douglas Boulevard, Suite 260

City: Roseville

State: CA

Country: USA Zip: 95661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New Jersey
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 1, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2517676

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Work Mark: HALO, HãLo
Serial No. 75291210

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

Name: James F. Eastman, Esq.

Internal Address: Manatt, Phelps & Phillips, LLP

Street Address: One Embarcadero Center, 30th Floor

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-291-7400

Fax Number: 415-291-7474

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6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/07/2012 AMULLINS 00000024 2517676
Deposit Account Number 40.00 0
Authorized User Name _____

9. Signature:

Signature

February 1, 2012
Date

James F. Eastman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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**THIRD AMENDMENT TO MASTER DEED OF TRUST AND OTHER LOAN
DOCUMENTS**

This Third Amendment to Master Deed of Trust and Other Loan Documents (the "*Amendment*") is made as of February 1, 2012 by and among TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("*TFV*"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("*TVW*") and, together with TFV, collectively, "*Trustor*", each having a mailing address at P.O. Box 2460, Napa, California 94558, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having offices at 2998 Douglas Boulevard, Suite 260, Roseville, California 95661 ("*Beneficiary*").

RECITALS

A. Beneficiary made certain loans to Trustor (collectively, the "*Original Loan*") evidenced by that certain Vineyards-C Note, Vineyards-D Note, Vineyards-E Note, and Winery-C Note (collectively, the "*Original Notes*") as defined and described in that certain 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 February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246 (the "*Original Master Deed of Trust*"), as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135 (the "*2007 Amendment*"), and as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468 (the "*2010 Amendment*," and together with the Original Master Deed of Trust and the 2007 Amendment, collectively, the "*Master Deed of Trust*"), encumbering the property more particularly described in Exhibits A-1 and A-3 attached hereto and incorporated herein by this reference (together with the Villa Property (as hereinafter defined), collectively, the "*Property*").

B. The Original Loan is also secured, in whole or in part as provided therein, by, *inter alia*, (i) that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements [Vineyard A] dated as of as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006248, as modified by the 2007 Amendment and the 2010 Amendment (collectively, the "*Vineyards-A Deed of Trust*"), encumbering the property more particularly described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "*Vineyards-A Property*"), (ii) that certain Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements [Villa/New Vineyard B] dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026469 (the "*Vineyards-B Deed of Trust*" or the "*Villa Deed of Trust*"), encumbering the property more particularly described in Exhibit A-2 attached hereto and incorporated herein by this reference (the "*Vineyards-B Property*" or the "*Villa Property*"), and (iii) that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements [Winery] dated as of as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006252, as modified by the 2007 Amendment (to the extent applicable) and the 2010 Amendment (collectively, the "*Winery Deed of Trust*," and together with the Vineyards-A Deed of Trust, the Vineyards-B Deed of Trust, and the Master Deed of Trust, collectively, the "*Deeds of Trust*"), encumbering the property more particularly described in Exhibit A-3 attached hereto and incorporated herein by this reference (the "*Winery Property*"). Reference is made to the Master Deed of Trust for the meaning of capitalized terms not defined herein.

C. TFV desires to obtain a new multi-disbursement loan from Beneficiary in the original principal amount of up to \$6,600,000 (the "*Vineyards-F Loan*") as evidenced by that certain Promissory Note in the amount of up to \$6,600,000 dated as of even date herewith (the "*Vineyards-F Note*"), the initial disbursement of which shall be used to repay, in full, the Vineyards-C Note.

D. Beneficiary has agreed to make such Vineyards-F Loan, subject, *inter alia*, to Trustor's execution of this Amendment. Upon the recordation of this Amendment and the funding of the initial disbursement of the Vineyards-F Note, (x) Vineyards-D Loan, Vineyards-E Loan, and Winery-C Loan shall collectively be referred to herein as the "*Existing Loan*" and (y) the Vineyards-D Note, Vineyards-E Note, and Winery-C Note shall collectively be referred to herein as the "*Existing Notes*". The Vineyards-F Loan and the Existing Loan are collectively referred to herein as the "*Loan*."

AGREEMENT

NOW, THEREFORE, for adequate mutual consideration given and received, Trustor and Beneficiary do hereby agree to the following:

1. Amendments to Existing Notes:

(a) The definition of Master Deed of Trust found in each of the Existing Notes is hereby amended to provide, in its entirety, as follows:

"Master Deed of Trust" means that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing With Assignment of Rents and Proceeds, Leases and Agreements executed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("TVW") (and/or their predecessors in interest in the Property) in favor of Holder dated as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246, as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Holder dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135, as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents by and between TFV, TVW, and Holder dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468, and as further amended by that certain Third Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Holder dated as of February 1, 2012.

(b) All references in (i) the Existing Notes to the "Loan Documents," any documents or instruments that comprise the Loan Documents (as defined in the Master Deed of Trust), the Deeds of Trust, that certain Loan Administration Agreement dated as of February 28, 2001 executed in favor of Beneficiary (the "*Loan Administration Agreement*"), and/or each of the Hazardous Substances Agreements (as defined in the Master Deed of Trust and the Villa Deed of Trust), all as modified by the 2007 Amendment and/or the 2010 Amendment to the extent applicable (collectively, the "*Existing Loan Documents*") shall mean all such Existing Loan Documents as and to the extent modified by this Amendment, and (ii) the Existing Loan Documents to any of the Existing Notes (whether referred to as the "Note," "Vineyards-D Note," "Vineyards-E Note," "Winery-C Note," "Winery Note" or words of similar import), shall be deemed to mean such Existing Notes as amended by the 2007 Amendment, the 2010 Amendment, and this Amendment.

2. Amendments to Master Deed of Trust. The Master Deed of Trust is hereby amended as follows:

(a) The Master Deed of Trust is amended to add the following new definitions thereto as Paragraphs 1.66 through 1.68, inclusive, thereof:

1.66 Vineyards-F Loan: The loan from Beneficiary to the Vineyards Property Trustors under the Vineyards-F Note, as evidenced by the Vineyards-F Note.

1.67 Vineyards-F Loan Documents: The Vineyards-F Note, the Vineyards-A Deed of Trust, the Vineyards-B Deed of Trust, and all other documents (excluding the Hazardous Substances Agreement), evidencing, securing or relating to the Vineyards-F Loan.

1.68 Vineyards-F Note: The Promissory Note dated as of February 1, 2012 executed by the Vineyards Property Trustees in the original principal amount of up to Six Million Six Hundred Thousand Dollars (\$6,600,000.00), which provides for multiple disbursements, and which is made payable to Beneficiary or its order, and all modifications, renewals or extensions thereof.

(b) The definition of Indebtedness set forth in Paragraph 1.10 of the Master Deed of Trust is amended to provide, in its entirety, as follows:

1.10 The indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium (as defined in each such Note) and/or any Standby Fees (as defined in the Vineyards-F Note) and/or Failed Funding Premium (as defined in the Vineyards-F Note) 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.

(c) The definition of Loan set forth in Paragraph 1.14 of the Master Deed of Trust is amended to provide, in its entirety, as follows:

1.14 Loan: Collectively, the Vineyards-D Loan, the Vineyards-E Loan, the Vineyards-F Loan and the Winery Loan.

(d) The definition of Loan Documents set forth in Paragraph 1.15 of the Master Deed of Trust is amended to provide, in its entirety, as follows:

1.15 Loan Documents: Collectively, the Note, this Deed of Trust, the Villa Deed of Trust, the Negative Pledge, the Vineyards-D Loan Documents, the Vineyards-E Loan Documents, the Vineyards-F Loan Documents, the Winery Loan Documents, 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.

(e) The definition of Note set forth in Paragraph 1.16 of the Master Deed of Trust is amended to provide, in its entirety, as follows:

1.16 Note: Collectively, the Vineyards-D Note, the Vineyards-E Note, the Vineyards-F Note, and the Winery Note.

(f) Paragraph 3.1.A(ii) of the Master Deed is amended to provide, in its entirety, as follows:

(ii) the occurrence of (x) any default under the Negative Pledge, and/or (y) any Event of Default as defined in and/or under the Villa Deed of Trust, any Vineyards-D Loan Document, Vineyards-E Loan Document, Vineyards-F Loan Document, and/or Winery Loan Document.

(g) The Master Deed of Trust is amended to add a new Paragraph 6.27 thereto which shall provide, in its entirety, as follows:

6.27. Subsequent Advances. Trustor understands, acknowledges and agrees that this Deed of Trust secures future committed disbursements under, and subject to the terms of, the Vineyards-F Note, and any and all indebtedness advanced thereunder shall be fully secured by this Deed of Trust in a first lien priority position.

(h) Any reference in the Master Deed of Trust to the Hazardous Substances Agreement or words of similar import shall include therein, without limitation, that certain Hazardous Substances Remediation and Indemnification Agreement dated as of November 1, 2010 executed by TFV to the benefit of Beneficiary with respect to the Villa Property (as defined in the Master Deed of Trust).

(i) All references to any Loan Document in the Master Deed of Trust (however described) shall mean such Loan Document as and to the extent modified by the 2007 Amendment, the 2010 Amendment and this Amendment.

3. Amendments to Vineyards-A Deed of Trust:

(a) The definition of Indebtedness set forth in Paragraph 1.12 of the Vineyards-A Deed of Trust is amended to provide, in its entirety, as follows:

1.12 The indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium (as defined in each such Note) and/or any Standby Fees (as defined in the Vineyards-F Note (as defined in the Master Deed of Trust)) and/or Failed Funding Premium (as defined in the Vineyards-F Note) 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.

(b) The definition of Master Deed of Trust found in Paragraph 1.18 of the Vineyards-A Deed of Trust is hereby amended to provide, in its entirety, as follows:

1.18 Master Deed of Trust: means that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing With Assignment of

Rents and Proceeds, Leases and Agreements executed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("TVW") (and/or their predecessors in interest in the Property (as defined in the Master Deed of Trust)) in favor of Beneficiary dated as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246, as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135, as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents by and between TFV, TVW, and Beneficiary dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468, and as further amended by that certain Third Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 1, 2012.

(c) The definition of Note found in Paragraph 1.21 of the Vineyards-A Deed of Trust is hereby amended to provide, in its entirety, as follows:

1.21 Note: Collectively, (i) that certain Promissory Note dated as of November 1, 2010 executed by TFV 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, (ii) that certain Promissory Note dated as of November 1, 2010 executed by TFV in the original principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof, and (iii) that certain Promissory Note dated as of February 1, 2012 executed by TFV in the original principal amount of up to Six Million Six Hundred Thousand Dollars (\$6,600,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof (such promissory note described in this clause (iii) being referred to herein as the "Vineyards-F Note").

(d) The Vineyards-A Deed of Trust is amended to add a new Paragraph 9.27 thereto which shall provide, in its entirety, as follows:

9.27. Subsequent Advances. Trustor understands, acknowledges and agrees that this Deed of Trust secures future committed disbursements under, and subject to the terms of, the Vineyards-F Note, and any and all indebtedness advanced thereunder shall be fully secured by this Deed of Trust in a first lien priority position.

(e) All references to any Loan Document in the Vineyards-A Deed of Trust (however described) shall mean such Loan Document as and to the extent modified by the 2007 Amendment, the 2010 Amendment, and this Amendment.

4. Amendments to Vineyards-B Deed of Trust (aka Villa Deed of Trust):

(a) The definition of Indebtedness set forth in Paragraph 1.11 of the Vineyards-B Deed of Trust is amended to provide, in its entirety, as follows:

1.11 The indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium (as defined in each such Note) and/or any Standby Fees (as defined in the Vineyards-F Note (as defined in the Master Deed of Trust)) and/or Failed Funding Premium (as defined in the Vineyards-F Note) 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.

(b) The definition of Master Deed of Trust found in Paragraph 1.17 of the Vineyards-B Deed of Trust is hereby amended to provide, in its entirety, as follows:

1.17 Master Deed of Trust: means that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing With Assignment of Rents and Proceeds, Leases and Agreements executed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("TVW") (and/or their predecessors in interest in the Property (as defined in the Master Deed of Trust)) in favor of Beneficiary dated as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246, as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135, as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents by and between TFV, TVW, and Beneficiary dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468, and as further amended by that certain Third Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 1, 2012.

(c) The definition of Note found in Paragraph 1.20 of the Vineyards-B Deed of Trust is hereby amended to provide, in its entirety, as follows:

1.20 Note: Collectively, (i) that certain Promissory Note dated as of November 1, 2010 executed by Trustor 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, (ii) that certain Promissory Note dated as of November 1, 2010 executed by Trustor in the original principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof, (iii) that certain Promissory Note dated as of November 1, 2010 executed by TVW, in the original

principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof, and (iv) that certain Promissory Note dated as of February 1, 2012 executed by Trustor in the original principal amount of up to Six Million Six Hundred Thousand Dollars (\$6,600,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof (such promissory note described in this clause (iv) being referred to herein as the "Vineyards-F Note").

(d) The Vineyards-B Deed of Trust is amended to add a new Paragraph 9.23 thereto which shall provide, in its entirety, as follows:

9.23. Subsequent Advances. Trustor understands, acknowledges and agrees that this Deed of Trust secures future committed disbursements under, and subject to the terms of, the Vineyards-F Note, and any and all indebtedness advanced thereunder shall be fully secured by this Deed of Trust in a first lien priority position.

(e) All references to any Loan Document in the Vineyards-B Deed of Trust (however described) shall mean such Loan Document as and to the extent modified by the 2007 Amendment, the 2010 Amendment, and this Amendment.

5. Amendments to Winery Deed of Trust:

(a) The definition of Master Deed of Trust found in Paragraph 1.16 of the Winery Deed of Trust is hereby amended to provide, in its entirety, as follows:

1.16 Master Deed of Trust: means that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing With Assignment of Rents and Proceeds, Leases and Agreements executed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("TVW") (and/or their predecessors in interest in the Property (as defined in the Master Deed of Trust)) in favor of Beneficiary dated as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246, as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135, and as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents by and between TFV, TVW, and Beneficiary dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468, and as further amended by that certain Third Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Beneficiary dated as of February 1, 2012.

(b) All references to any Loan Document in the Winery Deed of Trust (however described) shall mean such Loan Document as and to the extent modified by the 2007 Amendment, the 2010 Amendment, and this Amendment.

6. Amendments to Other Existing Loan Documents: All references in the Existing Loan Documents to (i) the Master Deed of Trust or words of similar import, shall be deemed to mean such Master Deed of Trust as amended by the 2007 Amendment, the 2010 Amendment, and this Amendment, (ii) the Vineyards-A Deed of Trust or words of similar import, shall be deemed to mean such Vineyards-A Deed of Trust as amended by the 2007 Amendment, the 2010 Amendment, and this Amendment, (iii) the Winery Deed of Trust or words of similar import, shall be deemed to mean such Winery Deed of Trust as amended by the 2007 Amendment (to the extent applicable), the 2010 Amendment and this Amendment, (iv) the Vineyards-B Deed of Trust or words of similar import, shall be deemed to mean the Villa Deed of Trust as defined in this 2010 Amendment and as amended by this Amendment, and (v) TFW shall mean TVW or TREFETHEN VINEYARDS WINERY, INC., a California corporation.

7. Hazardous Substances Agreements. That certain Hazardous Substances Remediation and Indemnification Agreement [Master] dated as of February 28, 2001 executed by "TFV" and "TVW" (and/or their predecessors in interest in the Property (as defined in the Master Deed of Trust)), to the benefit of Beneficiary, the Vineyards-A Hazardous Substances Agreement (as defined in the Master Deed of Trust), and the Vineyards-B Hazardous Substances Agreement (as defined in the Master Deed of Trust, as hereby amended), and that certain Hazardous Substances Remediation and Indemnification Agreement dated as of November 1, 2010 executed by TFV to the benefit of Beneficiary with respect to the Villa Property is hereby amended to include the Winery-C Loan, the Vineyards-D Loan, Vineyards-E Loan and the Vineyards-F Loan as part of the "Loan" as defined therein.

8. Amendments to Loan Administration Agreement. The Loan Administration Agreement is hereby amended as follows:

(a) The first paragraph of the Loan Administration Agreement is amended to replace the phrase beginning with "made by Lender to TFV and JJT" through the end of such first paragraph with the following:

made by Lender to TFV (also known as the "Vineyards-A Note Maker" and/or the "Vineyards-B Note Maker") in the principal amount of \$3,000,000 (the "Vineyards-D Loan"), to TFV in the principal amount of \$5,500,000 (the "Vineyards-E Loan"), to TFV in the principal amount of up to \$6,600,000 (the "Vineyards-F Loan"), and to Trefethen Winery in the principal amount of \$6,500,000 (the "Winery Loan," and together with the Vineyards-D Loan, the Vineyards-E Loan, and the Vineyards-F Loan, collectively, the "Loan" or "Loans").

(b) Recital A of the Loan Administration Agreement is hereby amended and restated, in its entirety, to provide as follows:

"A. The Vineyards-D Loan is evidenced by that certain Promissory Note dated as of November 1, 2010 executed by TFV 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 (the "Vineyards-D Note"); the Vineyards-E Loan is evidenced by that certain Promissory Note dated as of November 1, 2010 executed by TFV in the original principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof (the "Vineyards-E Note"); the Vineyards-F Loan is evidenced by that certain Promissory Note dated as of February 1, 2012 executed by TFV in the original principal amount of up to Six Million Six Hundred Thousand Dollars (\$6,600,000.00), payable to Beneficiary or its order, and all modifications, renewals or extensions thereof (the "Vineyards-F Note"); and the Winery Loan is evidenced by that certain Promissory Note dated as of November 1, 2010 in the original principal amount of \$6,500,000 executed by Trefethen Winery in favor of Lender (the "Winery Note," and together with the Vineyards-D Note, Vineyards-E Note, and the Vineyards-F Note, sometimes collectively referred to herein as the "Note" or "Notes")."

(c) The definition of Master Deed of Trust in the Loan Administration Agreement is hereby amended to provide, in its entirety, as follows:

Master Deed of Trust: means that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing With Assignment of Rents and Proceeds, Leases and Agreements executed by TREFETHEN FAMILY VINEYARDS, LTD., a California limited partnership ("TFV"), and TREFETHEN VINEYARDS WINERY, INC., a California corporation ("TVW") (and/or their predecessors in interest in the Property (as defined in the Master Deed of Trust)) in favor of Lender dated as of February 28, 2001 and recorded in the Official Records of Napa County, California as Document No. 20010006246, as amended by that certain Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Lender dated as of February 27, 2007 and recorded on March 1, 2007 in the Official Records of Napa County, California as Document No. 2007-0007135, and as further amended by that certain Second Amendment to Master Deed of Trust and Other Loan Documents by and between TFV, TVW, and Lender dated as of November 1, 2010 and recorded on November 1, 2010 in the Official Records of Napa County, California as Document No. 2010-0026468, and as further amended by that certain Third Amendment to Master Deed of Trust and Other Loan Documents by and among TFV, TVW, and Lender dated as of February 1, 2012.

(d) The Loan Administration Agreement is amended to add a new Section 5.16 thereto which shall provide, in its entirety, as follows:

5.16 Lot Line Adjustments. TFV is currently planning lot line adjustments regarding certain portions of the Vineyards-A Property (Napa County APNs 036-150-034 and 036-150-035). Any such lot line adjustments must be satisfactory to, and approved in writing in advance by, Lender. Borrower shall execute all documents required by Lender in connection with any such lot line adjustments, provide all title endorsements requested by Lender in connection therewith, and Borrower shall pay all of Lender's fees, costs and expenses (including, without limitation, attorneys' fees) incurred in connection therewith and all title fees, costs and expenses relating thereto.

(e) The Loan Administration Agreement shall be amended such that all of the provisions thereof shall apply equally to the Vineyards-F Loan and the Vineyards-F Note as if the same were originally included within the provisions thereof. Trustor hereby remakes and affirms all of the provisions of the Loan Administration Agreement (including, without limitation, the provisions of Articles 2, 3 and 4 thereof) as the same relates to (i) Vineyards-F Loan and the Vineyards-F Note and (ii) the Loans, the Loan Documents, the Villa Property and the Property.

(f) All references to any Loan Document in the Loan Administration Agreement (however described) shall mean such Loan Document as and to the extent modified by the 2007 Amendment, the 2010 Amendment, and this Amendment.

9. Other Amendments. Subject to the foregoing Paragraphs 1 through 8, all documents (other than Vineyards-F Note) now or hereafter governing, securing, guaranteeing, or executed in connection with the Loan are hereby amended such that all references in each such document to any other such document shall be deemed to be a reference to such other document as amended by the 2007 Amendment, the 2010 Amendment, and as amended hereby, and as the same may be further amended, modified, extended, renewed or replaced from time to time.

10. Reaffirmation of Security Interest in Trademarks. TFV and TVW understand, acknowledge and agree that, pursuant to one or more of the Deeds of Trust, TFV and TVW have granted to Beneficiary a security interest in all Personalty (as defined in such Deeds of Trust), including, without limitation, all of TFV's and/or TVW's right, title and interest, now or hereafter owned or acquired, in and to any and all trademarks, service marks, designs, logos, names or similar identifications pertaining to the Property or under which such Property may be known or operated whether registered or unregistered (including, without limitation, the Trefethen winery label, 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 such Property. If furtherance of and without limiting the foregoing, TFV and TVW hereby affirm all such grants, and, to secure all Obligations (as defined in the Master Deed of Trust), TFV and TVW hereby grant to Beneficiary a security interest in all of TFV's and/or TVW's right, title and interest, now or hereafter owned or acquired, in and to the HãLo trademark, HãLo winery label, HALO trademark, HALO winery label, HaLo trademark, HaLo

winery label, Eshcol Ranch trademark, Eshcol Ranch winery label, and all tradenames, service marks, designs, logos, and names related thereto, and all rights to carry on business under such names, and any related goodwill associated in any way with such names (collectively, the "HãLo/Eshcol Collateral"). TFV and TVW expressly authorize Lender to file any UCC financing statements and/or notices of security interests with the appropriate filing offices (including, without limitation, the patent and trademark office) with respect to the HãLo/Eshcol Collateral.

11. Miscellaneous.

(a) Except as specifically amended hereby, all the provisions of the Existing Loan Documents shall remain unamended and in full force and effect. Nothing herein shall affect the obligations of Trustor under the Existing Loan Documents with respect to any period of time prior to the effective date hereof.

(b) Trustor hereby remakes and reaffirms, as of the date hereof, each of its representations, warranties, waivers, grants, liens, security interests, covenants and agreements under the Existing Notes, the Deeds of Trust, the Loan Administration Agreement, and all other Existing Loan Documents.

(c) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original hereof, and all such counterparts shall constitute but one and the same instrument.

(d) The definitions provided in the Recitals of this Amendment are hereby incorporated herein by this reference.

(e) When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(f) Trustor, at any time upon the reasonable request of Beneficiary, will at Trustor's expense execute, acknowledge and deliver all such additional papers and instruments (including, without limitation, a declaration of no setoff) and all such further assurances of title and will do or cause to be done all further acts and things as may be proper or reasonably necessary to carry out the purpose hereof and of the Existing Loan Documents, and to make subject to the liens thereof any property intended by the terms thereof or hereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto.

(g) All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representatives, successors and assigns of Trustor, and the endorsees, transferees, successors and assigns of Beneficiary.

(h) Trustor expressly authorizes Beneficiary to file any and all UCC financing statements and amendment thereto, and all other filings, notices, assignments and other

documents relating to any Trustor, the Loan, the Property, the HãLo/Eshcol Collateral, and/or the Villa Property.

(i) This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of California.

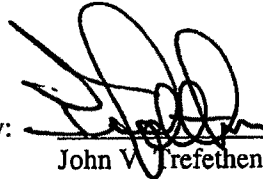
[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

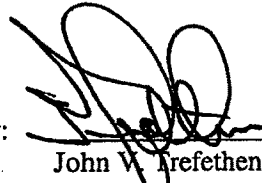
TRUSTOR:

TREFETHEN FAMILY VINEYARDS, LTD.,
a California limited partnership

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

By: 
John W. Trefethen,
its Manager

TREFETHEN VINEYARDS WINERY, INC.,
a California corporation

By: 
John W. Trefethen,
its Chairman

BENEFICIARY:

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,** a New Jersey corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

TRUSTOR:

TREFETHEN FAMILY VINEYARDS, LTD.,
a California limited partnership

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

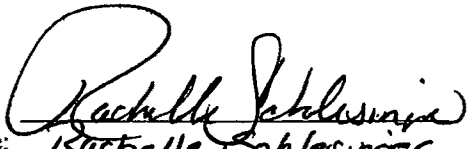
By: _____
John V. Trefethen,
its Manager

TREFETHEN VINEYARDS WINERY, INC.,
a California corporation

By: _____
John V. Trefethen,
its Chairman

BENEFICIARY:

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,** a New Jersey corporation

By: 
Name: Rachelle Schlesinger
Its: Vice President Agricultural
Investments

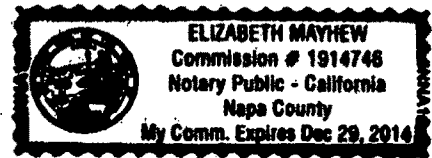
STATE OF CALIFORNIA)
)
COUNTY OF NAPA) ss.

On February 1, 2012 before me, Elizabeth Mayhew,
notary public, personally appeared John Trefethen, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Elizabeth Mayhew
(Seal)



STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

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

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

WITNESS my hand and official seal.

Signature _____
(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF Placer) ss.

On January 30, 2012 before me, Nicole Pedro,
notary public, personally appeared Rachelle Schlesinger, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Nicole Pedro

(Seal)

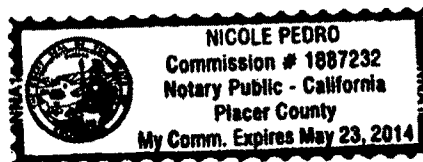


EXHIBIT A-1
(Vineyards-A Property Description)

The land referred to in this report is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

PARCEL ONE:

[Intentionally Deleted]

PARCEL TWO:

Parcel 2 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 THREE:

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:

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 FOUR:

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 1996-0014562 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

PARCEL FIVE:

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 1993-0043139 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 at page 446 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 SIX:

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 1993-0000075 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

PARCEL SEVEN:

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 1993-0000075 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

EXHIBIT A-2
(Vineyards-B (aka Villa) Property Description)

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

PARCEL ONE:

A portion of Parcel 2 of Map No. 4711, entitled, Parcel Map of the Lands of Eugene E. Trefethen, Jr. and Catherine M. Trefethen Trustees under the Trefethen Family Trust dated March 26, 1990, 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 the most southern corner of said Parcel 2; thence along the southwestern line of said Parcel 2, North 22°53'26" West (called North 22°18'47" West in said Map No. 4711) 550.86 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 8.67 acre parcel, North 65°22'31" East (called North 65°54'38" East in said Deed and called North 65°58'47" East in said Map No. 4711) 629.85 feet, more or less, to a 2 3/4 inch iron pipe gate post; thence South 24°44'28" East (called South 24°12'21" East in said Deed and called South 24°23'30" East in said Map No. 4711) 29.00 feet to a 3/4 inch iron pipe; thence leaving said southeast line, North 63°45' East 333.00 feet (called North 64°17'06" East 330.01 feet in said Map No. 4711) to a 6"x 6" 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 (called North 65°48'19" East in said Map No. 4711) 1266.95 feet, more or less, to the northeastern terminus of said course described as "North 65°13'40" East 1352.95 feet"; thence along the northeastern and southeastern lines of said Parcel 2 the following described courses: South 72°29'14" East (called South 71°54'35" East in said Map No. 4711) 100.23 feet; thence South 22°47'57" East (called South 22°13'18" East in said Map No. 4711) 840.93 feet; thence South 67°07'44" West (called South 67°42'23" West in said Map No. 4711) 1842.60 feet; thence North 22°41'20" West (called North 22°06'41" West in said Map No. 4711) 23.56 feet; thence South 85°18'56" West (called South 85°53'35" West in said Map No. 4711) 37.66 feet; thence South 72°09'20" West (called South 72°43'59" West in said Map No. 4711) 90.69 feet; thence South 68°38'20" West (called South 69°12'59" West in said Map No. 4711) 311.59 feet; thence South 67°09'15" West (called South 67°43'54" West in said Map No. 4711) 281.93 feet to the point of beginning.

The basis of bearings for this description is that course described as "North 65°13'40" East 1352.95 feet" in the southeastern line of that parcel of land described in said Corporation Grant Deed to Trefethen Vineyards Winery, Inc., recorded July 16, 1990 in Book 1753 at page 763 of Official Records of Napa County.

APN 036-140-063

PARCEL TWO:

A non-exclusive easement for ingress, egress and utilities, and all purposes ordinarily incidental thereto, over that 40 foot strip of land along the Northeasterly boundary of Parcel 1 as shown on the map entitled Parcel Map of the Lands of Eugene E. Trefethen, Jr. and Catherine M. Trefethen, Trustees under the

Trefethen Family Trust dated March 26, 1990, filed February 15, 1994 in Book 20 of Parcel Maps at pages 15-17 of Official Records of Napa County.

PARCEL THREE:

An easement in gross, 10 feet in width, 5 feet on each side of the centerline thereof, for the repair, replacement, maintenance and improvement of the existing water pipelines, together with all purposes ordinarily incidental thereto, running from the Agricultural Well 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, 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 1998-0023651, 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 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 the existing water drip line, together with all purposes ordinarily incidental thereto, as reserved in deed recorded August 18, 1998 under Series Number 1998-0023651 of Official Records of Napa County.

PARCEL SIX:

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 1998-0023651, 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 SEVEN:

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 1995-0019026, and as reserved in deed recorded August 18, 1998 under Series Number 1998-0023651 of Official Records of Napa County.

PARCEL EIGHT:

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 1998-0023651 of Official Records of Napa County.

EXHIBIT A-3
(Winery Property Description)

The land referred to in this report is situated in the unincorporated area of the County of Napa, State of California, 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 along 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 granted in the Deed to Trefethen Winery, recorded August 8, 1979 in Book 1135 at page 461 of Official

Records of Napa County, and in the Correction Deed recorded September 25, 1979 in Book 1140 at page 965 of Official Records of Napa County.

EXCEPTING THEREFROM any portion lying within Parcel One above.

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 1998-0023651, 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 1998-0023651 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 1995-0019026, and as reserved in deed recorded August 18, 1998 under Series Number 1998-0023651 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 1998-0023651 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 Volume 1753 at page 806, Instrument No. 1990-0020363 in the office of the County Recorder of said Napa County.