

## AGREEMENT

THIS AGREEMENT, made and entered into this day of \_\_\_\_\_, 2007 by and between Triunfo Creek, LLC. hereinafter referred to as "Grower" and \_\_\_\_\_ hereinafter referred to as "Vintner", both of whom are hereinafter collectively referred to as the "Parties",

WITNESSETH:

WHEREAS, Grower is engaged in the business of grape production; and,

WHEREAS, Vintner desires to purchase a portion of Grower's grape yield on a yearly basis for one consecutive year(s), commencing with the execution thereof:

NOW, THEREFORE, in consideration of the foregoing recitals, which said recitals are incorporated herein by this reference, and the mutual covenants and conditions hereinafter contained, the Parties agree as follows:

1. Grower agrees to sell and Vintner agrees to buy the grape yield produced by Grower from Grower's vineyard located in Los Angeles County, California, from the following described tract located thereon:

\_\_\_\_ Tons of Syrah (**\$1.08/lb**) located at 24969 Mulholland Hwy., Calabasas

~~\_\_\_\_ Tons of Syrah (**\$1.58/lb**) located at 2672 Triunfo Creek, Agoura Hills (sold out)~~

\_\_\_\_ Tons of Cabernet (**\$1.16/lb**) located at 2672 Triunfo Creek, Agoura Hills

\_\_\_\_ Tons of Merlot (**\$1.16/lb**) located at 2672 Triunfo Creek, Agoura Hills

\_\_\_\_ Tons of Cab Franc (**\$2.00/lb**) located at 2672 Triunfo Creek, Agoura Hills

However, the quantity of each variety of said grapes produced per acre shall be controlled by the Grower in its sole and absolute discretion unless both parties agree otherwise. That said the target for thinning & harvest for 2007 is 3.5 tons per acre.

2. The Grower agrees to inform the Vintner verbally or in writing his best estimation of the expected brix and harvest date (typically in late September to October).

However, the quality of each variety of said grapes produced controlled by the Grower (subject to growing conditions) in its sole and absolute discretion unless both parties agree otherwise.

3. The Vintner will record at the signing of this contract each year the harvest parameter(s) desired for each variety. Both parties must agree that the attainment of specified harvest parameter(s) is a reasonable and realistic goal.

4. Target brix is 23.2 to 25.5. It is the Vintners responsibility to determine when picking should occur. Grower will keep Vintner updated with periodic brix updates.

5. Fruit analysis can be performed by the Vintner, or an independent laboratory at the discretion of the Vintner at the expense of the Vintner.

6. If the Grower performs the analysis, the Grower agrees to supply the Vintner with the results of such analysis including the number of berries sampled on a semi-weekly basis.

## II

7. Compensation is per pound **picked but not delivered** for each variety each year and is documented above. Vintner may decide to pick personally or with Vintner's own crew at the sole expense of the Vintner. ½ of payment to the Grower is due upon signing (Signing Deposit) and the final ½ is to be received in full no later than October 15, 2007.

8. In addition to the above, both Parties agree in full to the following:

A) All grapes will be harvested only in clean, inert, plastic 4' x 4' x 3' food grade plastic food grade bins unless both parties agree otherwise.

B) The Grower agrees to supply the Vintner upon request a complete and accurate accounting of all vineyard spray materials used during the growing year. This includes materials, quantities and time of application.

C) The Grower agrees to supply to the Vintner upon request full and complete information regarding fertilization and management history for the particular vineyard and/or block(s) entered to in this contract. The Vintner agrees that such information is confidential and is to be used solely by both parties in reviewing the relationships between vineyard management practices and wine palatability.

E) Grapevine canopy management issues such as crop load, shoot thinning, selective fruit zone leaf removal, summer pruning, etc. have been fully discussed. The Grower will strive for uniformity and optimum canopy management as defined by the Vintner. The number of Vintner vineyard visits and the full extent of Vintner involvement in vineyard management decisions should be discussed and defined.

9. Cancellation Fees (Notification Date is **August 15** of the current year harvest):

- A. Cancellation or Termination for any reason prior to the notification date will result in the Grower retaining the Signing Deposit or the rights thereto. Said termination must be in writing via certified mail prior to the Notification Date.
- B. There is no termination or cancellation after the Notification Date.

## III

In WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Grower: Triunfo Creek, LLC, 24969 Mulholland Hwy, Calabasas, CA

President – Raymond Stewart

\_\_\_\_\_ signature

Vintner: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ signature