

WM. BOLTHOUSE FARMS, INC.
7200 E. BRUNDAGE LANE
BAKERSFIELD, CA 93307
PHONE (661) 366-7205

MASTER FARM LEASE

LANDLORD: BOLTHOUSE PROPERTIES, LLC

TENANT: WM. BOLTHOUSE FARMS, INC.

This MASTER FARM LEASE (hereinafter the "Lease") is made on April 1, 2005, by and between BOLTHOUSE PROPERTIES, LLC, a California limited liability company (hereinafter "Landlord"), and WM. BOLTHOUSE FARMS, INC., a Michigan corporation, authorized to do business in the State of California (hereinafter "Tenant"), as described below. Landlord and Tenant are singularly referred to as a "Party" and collectively referred to as the "Parties."

1. Description of the Premises. Landlord leases to Tenant and Tenant hires from Landlord, on the terms and conditions herein, the property set forth in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises").

2. Term. The initial term of this Lease is for a period of ten (10) years, commencing on April 1, 2005, and ending on March 31, 2015 (hereinafter the "Term"). Any extension of the Term as provided in Paragraph 4 shall also be referred to as the "Term."

3. Option to Extend.

A. Option. At the option of the Tenant, the Term of this Lease may be extended for up to three (3) succeeding terms of five (5) years each on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, except that the rent shall be adjusted as set forth in Paragraph 8.

B. Exercise of Option. Each option shall be exercised only by the Tenant's delivery of written notice of exercise of such option to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term; provided, however, that Landlord has the right to refuse to extend the Term if, as of the expiration of the then-current Term, (i) Tenant has been in receipt of a notice of default from Landlord for at least thirty (30) days and (ii) Tenant remains in default under this Lease as of the date of the expiration of the then-current

16. Lancaster Litigation. Landlord is currently involved in litigation currently filed in Riverside County Superior Court, Civil Action No. RIC 344436 consolidated with RIC 344668 and RIC 353840, and involving the City of Lancaster, Antelope Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Little Rock Creek Irrigation District, Palmdale Water District and Los Angeles County Waterworks District 40 and a second action currently filed in Kern County Superior Court, Civil Action No. S-500-CV 254348, involving Los Angeles County Water Waterworks District No. 40, Diamond Farming Company, Bolthouse Properties, Inc., City of Lancaster, City of Los Angeles, City of Palmdale, Little Rock Creek Irrigation District, Palmdale Water District, Palm Ranch Irrigation District and Quart Hill Water District, among others. Landlord shall remain responsible to defend these actions and prosecute the acquisition and preservation of water rights in the Lancaster area and shall remain in charge of the litigation as it pertains to the Premises or part thereof. Tenant shall cooperate with and reasonably assist Landlord by providing relevant documentation or testimony as needed in prosecuting and protecting the acquisition and preservation of these water rights.

41. Integration. This Lease constitutes the sole and only agreement between Landlord and Tenant respecting the Premises and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Lease are null and void.

42. Binding Effect. This Agreement shall inure to the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, members, managers, directors, officers, partners, successors, and all other acting for, under, or in concert with such parties.

43. Severability and Construction. A determination by a Court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable, shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect. However, the parties will use their best efforts to add a provision to this Lease which will, to the extent legally possible, carry out the intent of any invalidated provision. Further, this Lease shall not be construed against either party since its terms were negotiated equally by the parties.

44. Modification. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.

45. Time is of the Essence. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.

46. Headings. Headings are for convenience of the parties only and do not form a part of this Agreement.

47. Separate Counterparts. This Lease may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.


Executed at Bakersfield, California, on the date above-written.

"Landlord"

"Tenant"

BOLTHOUSE PROPERTIES, LLC, a
California limited liability company

WM. BOLTHOUSE FARMS, INC., a
Michigan corporation

By 
Its President

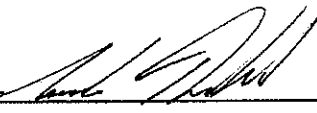
By 
Its President

EXHIBIT "C" – Page 3