

LAW OFFICES OF
BEST BEST & KRIEGER LLP
5 PARK PLAZA, SUITE 1500
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LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40

**EXEMPT FROM FILING FEES
UNDER GOVERNMENT CODE
SECTION 6103**

OFFICE OF COUNTY COUNSEL
COUNTY OF LOS ANGELES
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COUNTY COUNSEL
WARREN WELLEN, Bar No. 139152
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LOS ANGELES, CALIFORNIA 90012
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Attorneys for Cross-Complainant **LOS ANGELES**
COUNTY WATERWORKS DISTRICT NO. 40

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:
Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co., Superior
Court of California, County of Los
Angeles, Case No. BC 325201;

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co., Superior
Court of California, County of Kern, Case
No. S-1500-CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v.
Palmdale Water Dist., Superior Court of
California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

Judicial Council Coordination No. 4408

CLASS ACTION

Santa Clara Case No. 1-05-CV-049053
Assigned to The Honorable Jack Komar

**DECLARATION OF Stanislav Kremen
LIEU OF DEPOSITION TESTIMONY FOR
PHASE 4 TRIAL**

DECLARATION

DECLARATION

1 I, SAMUEL KREMEN, declare:

2 1. I am SAMUEL KREMEN for TIERRA BONITA RANCH CO., a party to this
 3 SUPERVISING PARTNER
 4 action. In lieu of deposition testimony for the Phase 4 trial, I am providing this declaration. This
 5 declaration applies only to the categories I have filled in. The items left blank or crossed out do
 6 not apply to me. I have personal knowledge of each fact herein and would testify competently
 7 thereto under oath.

Property Ownership and Parcel Size

8 2. TIERRA BONITA RANCH CO. owns property that overlies the Antelope Valley Area of
 9 Adjudication as decided by this Court. The land is in LOS ANGELES County and is identified
 10 by the following APN/APNs:

11 ① 3386-027-001 - ② 3386-028-007
 12 153.8 ACRES - 155.18 ACRES

13 [If additional room is needed, please identify the APN/APNs in Exhibit A.] A true and correct
 14 copy of Exhibit A is attached hereto and incorporated herein.

15 3. TIERRA BONITA RANCH CO. claims groundwater rights only as to the properties listed in
 16 Paragraph 2 and Exhibit A.

17 4. For each APN/APNs identified above, the total acreage by parcel is as follows:

18 APN 3386-027-001 - 153.8 ACRES

19 APN 3386-028-007 - 155.18 ACRES

20 [If additional room is needed, please identify the APN/APNs and parcel size in Exhibit B.] A true
 21 and correct copy of Exhibit B is attached hereto and incorporated herein.

22 5. For each APN/APNs identified above TIERRA BONITA RANCH CO. owned the property during
 23 the following timer period:

24 YEARS 1958 THRU 2012 - 54 YEARS

25 6. The following are all individuals/entities appearing on the title for the above identified
 26 APN/APNS from Jan 1, 2000 to the present:

27 TIERRA BONITA RANCH CO. c/o SAMUEL KREMEN

28
 1
DECLARATION

7. For each individual/entity identified in paragraph 6 that individual/entity appeared on the title during the following time :

YEARS 1958-2012

Leases

8. SUNRISE FARMS (declarant or party affiliated with declarant) leases property that TIERRA BONTA RANCH Co own and that overlies the Antelope Valley Area of Adjudication as decided by this court and identified by the following APNS:

① 3386-027-001 ② 3386-028-007

9. The total acreage by parcel is:

① 3386-027-001; 153.8 ACRES ② 3386-028-007; 155.18 ACRES

10. The property is currently leased to:

SUNRISE FARMS

11. The property was leased on the following dates:

1998^{THRU}-2012

12. The lease provides that ONLY TIERRA BONTA RANCH Co. may claim groundwater rights from the use of water on the leased property. Attached to this declaration is a true and correct copy of the lease.

[If additional room is needed, please list APN/APNs, acreage by APN, Lessee by APN and dates for each Lessee by APN for each parcel in Exhibit C.] A true and correct copy of Exhibit C is attached hereto and incorporated herein.

13. SUNRISE FARMS leases property from TIERRA BONTA RANCH Co. which overlies the Antelope Valley Area of Adjudication as decided by this court and is identified by the following APNS:

14. The total acreage by parcel is:

① 3386-027-001 - 153.8 ACRES - ② 3386-028-007 - 155.18

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3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

15. The Lease provides that ~~THE TENANT MAY NOT~~ claim groundwater rights from use of water on leased property. Attached to this declaration is a true and correct copy of the lease.

[If additional room is needed, please attach APN/APNs, Name of the Lessor and acreage by APN for each parcel list in Exhibit D to this declaration.] A true and correct copy of Exhibit D is attached hereto and incorporated herein.

16. _____ claims groundwater rights only as to the leasehold interests listed in Paragraph 15 and Exhibit D.

17. _____ claims groundwater rights only as to the properties listed in Paragraph 2 and Exhibit A and as to the leasehold interests listed in Paragraph 8 and Exhibit C.

18. To the best of my knowledge, only TIERRA BONITA RANCH Co. / ALL claims groundwater rights as to the leased parcel(s) identified in paragraph 15 and Exhibit D.

Water Meter Records

19. YEARLY METER MEASUREMENTS measures the groundwater production on the above referenced properties by water meters. Exhibit E contains the records for these water meters for the following years:

1998-2012 -

A true and correct copy of Exhibit E is attached hereto and incorporated herein.

20. Exhibit F sets forth the total yearly production amounts by metered water well on the above referenced properties for the years 2000-2004, 2011, and 2012. A true and correct copy of Exhibit F is attached hereto and incorporated herein.

State Water Project Purchases

21. ~~THERE ARE NO~~ ^{OF} purchases State Water Project water from a State Water Contractor for use ~~by~~ _____ on the properties referenced above. Exhibit G contains true and correct copies of the invoices for delivery of State Water Project Water to the properties referenced above. NONE

22. Exhibit H sets forth the total yearly State Water Project water deliveries to the properties referenced above for the years 2000-2004, 2011, and 2012. A true and correct copy of Exhibit H is attached hereto and incorporated herein.

Pump Tests/ Electric Records

23. In order to calculate groundwater pumped and used on the properties referenced above, TIERRA BONITA RANCH Co. relied on pump tests and electric records. Exhibit I contains true and correct copies of the pump test records and electrical records for wells on the properties referenced above. The electric records attached to this declaration as Exhibit I do not include electric use on the properties referenced above for anything other than pumping groundwater.

24. Exhibit J sets forth the amount of total yearly groundwater that TIERRA BONITA RANCH Co. estimates was pumped and used on the properties referenced above for the years 2000-2004, 2011, and 2012 based on the attached pump test records and electrical records for the wells on the properties referenced above. A true and correct copy of Exhibit J is attached hereto and incorporated herein.

25. Pump tests were performed on the following dates:

FOR ELECTRIC 2 PUMPS - 1998-2012

26. A DIESEL PUMP is not producing pump test records for the following dates 2000-2004; AND 2011-2012 because: THIS PUMP WAS NOT TESTED. DIESEL FUEL BILLS ARE SUBMITTED

27. I am not aware of any other pump tests having been performed on the properties referenced above.

Pump Tests/Diesel Records

28. In order to calculate groundwater pumped and used on the properties referenced above, TIERRA BONITA RANCH Co. relied on ~~pump tests and~~ diesel fuel records. Exhibit K contains true and correct copies of the records pertaining ~~to pump tests and~~ diesel fuel purchases for the properties referenced above. The diesel fuel records attached to this declaration as Exhibit K do not include diesel fuel used on the properties referenced above for anything other than pumping

1 groundwater.

2 29. Exhibit L sets forth the amounts of total yearly groundwater pumped and used on the
3 properties referenced above for the years 2000-2004, 2011, and 2012. A true and correct copy of
4 Exhibit L is attached hereto and incorporated herein.

5 30. Pump tests were performed on the following dates:

6 1998-2012

7 31. _____ is not producing pump test records for the following
8 dates _____ because:

9
10 32. I am not aware of any other pump tests having been performed on the properties
11 referenced above.

12 **Crop Duties and Irrigated Acres**

13 33. In order to calculate water use on the properties referenced above, TERRA BONITA RANCH
14 relies on the amount of acres in irrigation on the properties referenced above multiplied by the
15 crop duty identified in the Summary Expert Report, SUBMITTED IN EXHIBIT M HEREIN Appendix D-3; Table 4, a true and correct
16 copy of which is attached to this declaration as Exhibit M.

17 34. The total amount of irrigated acres and type of crops on the properties referenced above
18 by APN for the years 2000-2004, 2011 and 2012 are described in Exhibit N. A true and correct
19 copy of Exhibit N is attached hereto and incorporated herein.

20 **Other Sources of Water**

21 35. On the properties referenced above, NO OTHER received water from sources
22 other than groundwater pumped within the Basin or State Water Project Water. Exhibit O sets
23 forth the source of the water and the amounts received for the years 2000-2004, 2011, and 2012.

24 **Use of Water** (Complete for each APN. If water for used for multiple purposes, identify
25 the amount of water for each use.) NONE

26 36. _____ used 131 acre feet of water on APN# See para. 2 in 2000.

27 The water was used for the following:

28 _____

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3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
In lieu of answering this question, a crop map may be attached that shows the date, crop type,
irrigated acreage and parcels.]

37. _____ used 966 acre feet of water on APN# see para. 2 in 2001. The
water was used for the following:

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
In lieu of answering this question, a crop map may be attached that shows the date, crop type,
irrigated acreage and parcels.]

38. _____ used 922 acre feet of water on APN# see para. 2 in 2002. The
water was used for the following:

39. _____ used 882 acre feet of water on APN# para. 2 in 2003. The
water was used for the following:

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
In lieu of answering this question, a crop map may be attached that shows the date, crop type,
irrigated acreage and parcels.]

40. _____ used 856 acre feet of water on APN# para. 2 in 2004. The
water was used for the following:

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
In lieu of answering this question, a crop map may be attached that shows the date, crop type,
irrigated acreage and parcels.]

41. _____ used 650 acre feet of water on APN# para. 2 in 2011. The
water was used for the following:

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.

1 In lieu of answering this question, a crop map may be attached that shows the date, crop type,
2 irrigated acreage and parcels.]

3 42. _____ used 650 acre feet of water on APN# Para. 2 in 2012. The
4 water was used for the following:
5 _____

6 [State the crop type and number of acres of that crop. If not used for irrigation, describe the use.

7 In lieu of answering this question, a crop map may be attached that shows the date, crop type,
8 irrigated acreage and parcels.]

9 43. Other than what is declared hereinabove, TIERRA BONITA RANCH Co. did not produce or use water
10 within the Antelope Valley Area of Adjudication for 2000-2004, 2011, and 2012.

11
12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Executed this 28 day of January 2013, at WOODLAND HILLS,
14 California.

15
16 Samuel Kremen
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EXHIBIT "A"

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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2007

ANNUAL PROPERTY TAX BILL

2007

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2007 TO JUNE 30, 2008

MARK J. SALADINO, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1 (213) 974-2111 OR 1 (888) 807-2111, ON THE WEB AT www.lacountypropertytax.com

ASSESSOR'S ID. NO. CK

DETAIL OF TAXES DUE FOR 3386 027 001 07 000 03

PROPERTY IDENTIFICATION

ASSESSOR'S ID. NO.: 3386 027 001 07 000

OWNER OF RECORD AS OF JANUARY 1, 2007

SAME AS BELOW

MAILING ADDRESS

TIERRA BONITA RANCH COMPANY
C/O SAMUEL KREMEN
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

AGENCY	AGENCY PHONE NO.	RATE	AMOUNT
GENERAL TAX LEVY			
ALL AGENCIES		1.000000 \$	2,914.67
VOTED INDEBTEDNESS			
SPECIAL WATER		.070490 \$	205.45
COMMUNITY COLLEGE		.009833	28.66
HIGH SCHOOLS		.019070	55.58
ELEM SCHOOLS		.054142	157.81
DIRECT ASSESSMENTS			
LA CO FIRE DEPT	(323) 881-6151	\$	60.43

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#: 19 3386 027 001 9 YEAR: 07 SEQUENCE: 000 3

PIN: 539057

For American Express, Mastercard and Visa payments call 1 (888) 473-0835
and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
VAC/COR AVE L8(DRT)/60TH ST E(ROOSEVELT
SW1/4 OF (EX OF STS) OF
SEC 35 T 7N R 11W

ASSESSOR'S REGIONAL OFFICE

REGION #A1 INDEX: TRA: 03445
LANCASTER OFFICE
251 E AVE K-6
LANCASTER CA 93535
(661)940-6700

TOTAL TAXES DUE

FIRST INSTALLMENT TAXES	DUE NOV. 1, 2007	\$3,422.60
SECOND INSTALLMENT TAXES	DUE FEB. 1, 2008	\$1,711.31
		\$1,711.29

VALUATION INFORMATION

ROLL YEAR 07-08	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	268,979	268,979
IMPROVEMENTS	22,488	22,488

TOTAL
LESS EXEMPTION: 291,467

EXHIBIT A

2007

ANNUAL PROPERTY TAX BILL

2007

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2007 TO JUNE 30, 2008

MARK J. SALADINO, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1 (213) 974-2111 OR 1 (888) 807-2111, ON THE WEB AT www.lacountypropertytax.com

ASSESSOR'S ID. NO. CK

DETAIL OF TAXES DUE FOR 3386 028 007 07 000 23

PROPERTY IDENTIFICATION

ASSESSOR'S ID. NO.: 3386 028 007 07 000

OWNER OF RECORD AS OF JANUARY 1, 2007

SAME AS BELOW

MAILING ADDRESS

TIERRA BONITA RANCH COMPANY
C/O SAMUEL KREMEN
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

AGENCY	AGENCY PHONE NO.	RATE	AMOUNT
GENERAL TAX LEVY		1.000000	\$ 3,357.55
ALL AGENCIES			
VOTED INDEBTEDNESS			
SPECIAL WATER		.070490	\$ 236.67
COMMUNITY COLLEGE		.009833	33.02
HIGH SCHOOLS		.019070	64.03
ELEM SCHOOLS		.054142	181.78
DIRECT ASSESSMENTS			
ANTELOPE MOSQ AB	(866) 807-6864		\$ 6.00
COUNTY PARK DIST	(213) 738-2983		84.23
TRAUMA/EMERG SRV	(866) 587-2862		147.72
LA CO FIRE DEPT	(323) 881-6151		197.54

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#: 19 3386 028 007 1 YEAR: 07 SEQUENCE: 000 3
PIN: 184546For American Express, Mastercard and Visa payments call 1 (888) 473-0835
and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

42201 60TH ST E PALMDALE C
155.18 MORE OR LESS ACS BEING EX OF STS
SE 1/4 OF SEC 34 T 7N R 11W

ASSESSOR'S REGIONAL OFFICE

REGION #A1 INDEX: TRA: 03456
LANCASTER OFFICE
251 E AVE K-6
LANCASTER CA 93535
(661) 940-6700

ACCT. NO.: PRINT NO.: 1283994 BILL ID.:

Pd 4/1/08
CK # 3929

TOTAL TAXES DUE	
FIRST INSTALLMENT TAXES DUE NOV. 1, 2007	\$4,308.54
SECOND INSTALLMENT TAXES DUE FEB. 1, 2008	\$2,154.28
	\$2,154.26

VALUATION INFORMATION

ROLL YEAR 07-08	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	311,068	311,068
IMPROVEMENTS	24,687	24,687

TOTAL
LESS EXEMPTION: 335,755

NET TAXABLE VALUE 335,755

THERE WILL BE A \$50.00 CHARGE FOR ANY CHECK RETURNED BY THE BANK.
KEEP THIS UPPER PORTION FOR YOUR RECORDS. YOUR CANCELLED CHECK IS YOUR RECEIPT.

EXHIBIT A

2008

ANNUAL PROPERTY TAX BILL

2008

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2008 TO JUNE 30, 2009

MARK J. SALADINO, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1 (213) 974-2111 OR 1 (888) 807-2111, ON THE WEB AT www.lacountypropertytax.com

ASSESSOR'S ID. NO.

CK

DETAIL OF TAXES DUE FOR

3386 027 001 08 000 02

PROPERTY IDENTIFICATION

ASSESSOR'S ID. NO.: 3386 027 001 08 000

OWNER OF RECORD AS OF JANUARY 1, 2008

SAME AS BELOW

MAILING ADDRESS

TIERRA BONITA RANCH COMPANY
C/O SAMUEL KREMEN
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

AGENCY	AGENCY PHONE NO.	RATE	AMOUNT
GENERAL TAX LEVY			
ALL AGENCIES		1.000000 \$	2,972.95
VOTED INDEBTEDNESS			
SPECIAL WATER		.070490 \$	209.56
COMMUNITY COLLEGE		.016816	49.99
HIGH SCHOOLS		.020946	62.27
ELEM SCHOOLS		.057892	172.11
DIRECT ASSESSMENTS			
LA CO FIRE DEPT	(323) 881-6151	\$	60.43

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#: 19 3386 027 001 9 YEAR: 08 SEQUENCE: 000 2

PIN: 539057

For American Express, Mastercard and Visa payments call 1 (888) 473-0835 and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

153.8 Acres

EXHIBIT A

#12

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
VAC/COR AVE L8(DRT)/60TH ST E(ROOSEVELT)
SW1/4 OF (EX OF STS) OF
SEC 35 T 7N R 11W

TOTAL TAXES DUE

\$3,527.31

FIRST INSTALLMENT TAXES DUE NOV. 1, 2008

\$1,763.66

SECOND INSTALLMENT TAXES DUE FEB. 1, 2009

\$1,763.65

VALUATION INFORMATION

ROLL YEAR 08-09	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	274,358	274,358
IMPROVEMENTS	22,937	22,937

TOTAL
LESS EXEMPTION: 297,295

NET TAXABLE VALUE 297,295

ASSESSOR'S REGIONAL OFFICE

REGION #A1 INDEX: TRA:03445
LANCASTER OFFICE
251 E AVE K-6
LANCASTER CA 93535
(661)940-6700

ACCT. NO.: PRINT NO.: 1241943 BILL ID.:

THERE WILL BE A \$50.00 CHARGE FOR ANY CHECK RETURNED BY THE BANK.
KEEP THIS UPPER PORTION FOR YOUR RECORDS. YOUR CANCELLED CHECK IS YOUR RECEIPT.DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT
DO NOT INCLUDE NOTES WITH YOUR PAYMENT
DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

ANNUAL

2008

FOR MAILING ADDRESS CHANGE
PLEASE MARK BOX BELOW AND
COMPLETE FORM ON REVERSE SIDE
OF THIS PAYMENT COUPON.TIERRA BONITA RANCH COMPANY
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

ASSESSOR'S ID. NO.

CK

PK

3386 027 001 08 000 02 2

2ND INSTALLMENT DUE

INDICATE AMOUNT PAID

PAYMENT DUE 02/01/09

\$1,763.65

IF NOT RECEIVED OR POSTMARKED BY 04/10/09
REMIT AMOUNT OF \$1,950.01

MAKE CHECKS PAYABLE TO:

Please write the ASSESSOR'S ID. NO.
on the lower left corner of your check.LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

52033

09508000233860270010000176365000019500103320410

2ND

2008

ANNUAL PROPERTY TAX BILL

2008

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY
SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2008 TO JUNE 30, 2009

MARK J. SALADINO, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1 (213) 974-2111 OR 1 (888) 807-2111, ON THE WEB AT www.lacountypropertytax.com

ASSESSOR'S ID. NO.

CK

DETAIL OF TAXES DUE FOR

3386 028 007 08 000 22

PROPERTY IDENTIFICATION

ASSESSOR'S ID. NO.: 3386 028 007 08 000

OWNER OF RECORD AS OF JANUARY 1, 2008

SAME AS BELOW

MAILING ADDRESS

TIERRA BONITA RANCH COMPANY
C/O SAMUEL KREMEN
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

AGENCY

AGENCY PHONE NO.

RATE

AMOUNT

GENERAL TAX LEVY

ALL AGENCIES

1.000000 \$

3,424.69

VOTED INDEBTEDNESS

SPECIAL WATER

.070490 \$

241.41

COMMUNITY COLLEGE

.016816

57.59

HIGH SCHOOLS

.020946

71.73

ELEM SCHOOLS

.057892

198.26

DIRECT ASSESSMENTS

ANTELOPE MOSQ AB

(866) 807-6864

\$

6.00

PALMDALE PARKS

(800) 273-5167

45.89

COUNTY PARK DIST

(213) 738-2983

84.23

TRAUMA/EMERG SRV

(866) 587-2862

183.17

LA CO FIRE DEPT

(323) 881-6151

197.54

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#: 19 3386 028 007 1 YEAR: 08 SEQUENCE: 000 2

PIN: 184546

For American Express, Mastercard and Visa payments call 1 (888) 473-0835
and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

EXHIBIT A
#2

155.18 Acres

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

42201 60TH ST E PALMDALE C

155.18 MORE OR LESS ACS BEING EX OF STS

SE 1/4 OF SEC 34 T 7N R 11W

TOTAL TAXES DUE

\$4,510.51

FIRST INSTALLMENT TAXES DUE NOV. 1, 2008

\$2,255.26

SECOND INSTALLMENT TAXES DUE FEB. 1, 2009

\$2,255.25

VALUATION INFORMATION

ROLL YEAR 08-09

CURRENT ASSESSED VALUE

TAXABLE VALUE

LAND

317,289

317,289

IMPROVEMENTS

25,180

25,180

TOTAL

342,469

LESS EXEMPTION:

NET TAXABLE VALUE

342,469

ASSESSOR'S REGIONAL OFFICE

REGION #A1 INDEX:

TRA:03456

LANCASTER OFFICE

251 E AVE K-6

LANCASTER CA 93535

(661)940-6700

ACCT. NO.:

PRINT NO.: 1241944 BILL ID.:

THERE WILL BE A \$50.00 CHARGE FOR ANY CHECK RETURNED BY THE BANK.
KEEP THIS UPPER PORTION FOR YOUR RECORDS YOUR CANCELLED CHECK IS YOUR RECEIPT.

DETACH AND MAIL THIS STUB WITH YOUR 2ND INSTALLMENT PAYMENT

DO NOT INCLUDE NOTES WITH YOUR PAYMENT

DO NOT STAPLE, TAPE OR CLIP PAYMENT STUB OR CHECK

ANNUAL

2008

FOR MAILING ADDRESS CHANGE
PLEASE MARK BOX BELOW AND
COMPLETE FORM ON REVERSE SIDE
OF THIS PAYMENT COUPON.TIERRA BONITA RANCH COMPANY
21800 MARYLEE ST STE 61
WOODLAND HLS CA 91367-4801

ASSESSOR'S ID. NO.

CK

PK

3386 028 007 08 000 22 2

2ND INSTALLMENT DUE

INDICATE AMOUNT PAID

PAYMENT DUE 02/01/09

\$2,255.25

IF NOT RECEIVED OR POSTMARKED BY 04/10/09

REMIT AMOUNT OF

\$2,490.77

MAKE CHECKS PAYABLE TO:

Please write the ASSESSOR'S ID. NO.
on the lower left corner of your check.

LOS ANGELES COUNTY TAX COLLECTOR

P.O. BOX 54018

LOS ANGELES, CA 90054-0018

52257

09508000233860280070000225525000024907725720410

2ND

LAW OFFICES OF
BEST BEST & KRIEGER, LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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APNSize in acres

**LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502**

APN:

Leased to:

Acresage:

Dates of Lease:

EXHIBIT

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DOCTOR RANCH

LEASE COPIES

1998 - 2005

COPY

COPY

December 18, 2004

Dr. Samuel Kremen
25130 Jim Bridger Road
Hidden Hills, Ca. 91302

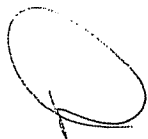
RE: Option year

Dear Dr. Kremen

As agreed upon in our lease dated January 1, 2001 we are exercising our second 1-year option. You will find enclosed our check for \$25,000.00,

Should you have any questions, please feel free to telephone me at the above.

I remain sincerely,



Donna Fraser
Assistant General Manager
Enclosure

LEASE

This LEASE, made by and between Dr. Samuel Kremen referred to in this LEASE as "Lessor", and Son Rise Farms, referred to in this LEASE as "Lessee", is made upon the following terms and conditions:

1. Term of LEASE

This LEASE shall be for a period of twenty-four (24) consecutive Months beginning January 1, 2001 and ending December 31, 2002, with two one-year options. *The Two one year options are automatically cancelled if the property is sold.* SK
Jae

This LEASE shall encompass approximately Three-Hundred Twenty (320) acres located at 60th Street East and Avenue L-6, Lancaster, California the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Lessor reserves the right to sell the Leased premises at any time during the term of this LEASE, and in the event of such sale, the buyer would purchase said property subject to ~~the existing LEASE~~. *This lease's first 24 month period from Jan. 1, 2001 thru Dec. 31, 2002.* SK
Jae

2. Purpose for which Premises are to be Used

The Leased premises are to be used by Lessee for the purpose of farming; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts which may be reasonable or necessary in connection with such farming operation. Lessee shall conduct its farming in conformity with good agricultural operations. Lessee shall comply with all applicable State and Federal laws.

3. Rental

Lessee agrees to pay by way of rent for the term of this LEASE ~~and~~ *the SK* sum of \$20,000.00 per year, which will be payable upon the execution of this LEASE. Thereafter, the rent shall be due and payable annually, in advance. Jae

4. Occupancy

Lessee shall be entitled to use of the Leased land, and any well(s) that may currently exist on the Leased Property. Lessee agrees to purchase and maintain during the term of this LEASE, at Lessee's sole cost and expense, and with companies acceptable to Lessor, public liability insurance for protection against liability to persons or property or claims arising as an incident to the use of, or resulting from, an accident or event occurring in or about the premises. The limits of liability under said public liability insurance shall be no less than one million dollars (\$1,000,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) for property damage. Lessor shall be named as an additional insured.

5. Utilities

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the property, the use of which shall be

exclusively by and for the Lessee. If utility extensions are required, same shall be at the expense of Lessee.

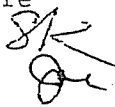
6. Equipment

The only equipment being leased in connection with this agreement is any existing well(s), pump(s), electric motor(s), engine(s), panel(s), storage tank(s) and barn(s) which shall be the exclusive property of Lessee to use during the term of this LEASE.

7. Condition of Premises

Lessee acknowledges that it has inspected the demised premises, that the same are in good and tenantable condition. Lessor makes no representations or warranty with regard to the condition of the premises. Lessee shall not remove, alter, modify or demolish any building or other improvement located upon the demised premises or any improvement thereon.

It shall be the obligation of Lessee to maintain, if any, well, pump, motor, engine, panel, barn or storage tank and underground main line, in as good condition as Lessee takes them, subject to ordinary wear and tear, Lessee shall be obligated to repair any damages and maintain any well, pump, motor, engines, panel, barn, storage tank and underground main line caused by Lessee's negligence of their agent or employees.

If any or all of the wells servicing the Leased property are rendered inoperable by any act of God, ~~events including~~ including earthquakes, Lessee shall not be responsible for repairing same. 

In the event any or all of said wells servicing the subject property become inoperable, Lessor shall have the option of repairing said well or wells at their own expense as quickly as possible, or terminating the LEASE.

If LEASE is so Terminated:

(a) Lessee shall have the right to remain on the property long enough to harvest any growing crop, if they so desire.

(b) Lessee shall be refunded, pro rata, any advance rent based on the monthly use of the premises up to the date Lessee actually leaves the premises.

7A. Wells - Lessee's Option

Notwithstanding Paragraph 7 above, if Lessor refuses to repair said well or wells, Lessee may choose to have said well or wells repaired at its own expense, in which event Lessor cannot terminate the LEASE as set forth above.

8. Compliance With Law

Lessee shall at Lessee sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (hereinafter collectively referred to as "regulations") in effect during the term or any part of the term hereof, whether said regulation was in effect at the time of the signing of the LEASE or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to State and/or Federal Superfund Laws, the Resource Conservation and Recovery Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Act, the Hazardous Waste Control Act, or the Porter-Cologne Act. Lessee shall not use nor allow the use of the premises in any manner what would tend to create waste or a nuisance. Without limiting the generality of the foregoing. Lessee shall not allow or suffer the use, release or discharge on, in, around or under the premises of any material, chemical, substance or waste which is classified or regulated as a "toxic" or "hazardous" material, substance or waste by any applicable governmental or regulatory authority or agency (collectively "hazardous waste"). Lessee may apply during the term of the LEASE the insecticides, pesticides, fumigants and fertilizer, so long as said application is in compliance with all applicable regulations.

8A. Indemnification

Lessee shall indemnify, defend and hold Lessor harmless for any and all costs, expenses, including attorney's fees, or damages that Lessor is forced to expend or becomes liable to expend, as a result of the Lessee's use of the premises.

9. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmens' liens to stand against the demised property for any labor or material furnished to Lessee, or claimed to have been furnished to Lessee or to Lessee's agents, contractors, or subleases in connection with work of any character performed on the demised premises, or claimed to have been performed on the demised premises, at the direction or insistence of Lessee; provided, however, that Lessee shall have the right to contest the validity of the amount of any such claims or lien provided Lessee gives Lessor reasonable security that may be demanded by Lessor with immediate notice of any such claim, lien, encumbrance and/or action arising out of any claim for labor or material furnished for the use or benefit of the demised premises.

10. Right of Entry

Lessor or his agents shall have the right to enter upon the demised premises at any reasonable time for the purpose of inspecting the condition thereof, or for the purpose of showing the same to any prospective purchaser or tenant thereof, or to conduct any necessary studies (e.g. soil) so as not to interfere with Lessee's farming. Lessor shall provide Lessee with notification prior to entering upon the property to conduct any such study or showing.

11. Default of Lessee

If any payments shall be due and unpaid after fifteen (15) days written notice of default, or if any default shall be made in any of the covenants or agreements on the part of Lessee contained in this LEASE, or in the event Lessee is adjudicated as bankrupt or insolvent, or has a receiver appointed to receive the assets of Lessee, or has a Trustee appointed for Lessee after a petition has been filed under the Bankruptcy Act of the United States, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall vacate or abandon the demised premises, then in such event Lessor shall have the right at its election, then or at any time thereafter, to re-enter and take possession of the demised premises and terminate this LEASE, in which event Lessee hereby covenants to peaceable and quietly yield up to Lessor the demised premises. Lessor shall also have the right, with or without resuming possession of the premises or terminating the LEASE, to sue for and recover all rents and other sums, including damage at any time and from time to time accruing hereunder together with such other rights as may be provided Lessor by law. Lessor may further have the right, at its option, without terminating this LEASE, to relet the premises for the remainder of the term to such tenants, and at such rentals as Lessor may agree upon and Lessee agrees to pay such deficiency to Lessor and further agrees to pay to Lessor, when ascertained, all costs and expenses incurred in such reletting. No re-entry or taking of possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate the LEASE unless a written notice of such intention is given to Lessee or unless the termination be decreed by a court of competent jurisdiction.

12. Surrender of Premises

At the expiration of the term of this LEASE or any sooner termination of this LEASE, Lessee agrees to quit and surrender the premises and all appurtenances thereon and in good state and condition as reasonable use and wear thereof will permit. Lessee shall remove all debris associated with Lessee's farming operation, leaving the land free of any reservoirs, pits, or earthen mounds.

13. Notices

Any notice required or permitted to be given by Lessor to Lessee shall be deemed given when mailed in a sealed wrapper by the United States Postal Service.

Until changed, all notices and communications to the Lessor shall be addressed as follows:

Dr. Samuel Kremen
25130 Jim Bridger Road
Hidden Hills, Ca. 91302

And notices and communications to the Lessee shall be addressed as follows:

Son Rise Farms
43933 Ryckebosch Lane
Lancaster, Ca. 93535-6205

14. Miscellaneous

- (a) Except as may be inconsistent with or contrary to the provisions of this LEASE, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by statute;
- (b) Lessee waives for itself and those claiming under it all rights now and hereafter existing to redeem the demised premises after termination of Lessee's right to occupancy by order or judgment of any court;
- (c) Reasonable attorney's fees and other expenses incurred by Lessor in enforcing any provision of this LEASE or in any action or proceeding in which Lessor is successful by reason of the default by Lessee or by anyone holding under Lessee complying with any requirement of this LEASE or incurred by Lessor by reason of any action to which Lessor shall be and shall constitute additional rent under the LEASE provided that in the event of litigation concerning same, the losing party shall pay the reasonable expenses, including reasonable attorney's fees and costs of the prevailing party;
- (d) No waiver by Lessor of any breach by Lessee of any of his obligations hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under this LEASE;
- (e) In the event Lessee holds over after termination of the LEASE, such holding over shall not be considered as or being a renewal of the LEASE, but shall be construed solely as a tenancy from month to month under the same terms and conditions as are provided in this LEASE and at the same rental rate, monthly prorated;
- (f) This LEASE, subject to the provisions on assignment and insolvency, shall be binding upon and inure to the benefit of the respective successors and assigns of the parties;
- (g) Any transfer of the LEASE by Lessee or any assigns of Lessee by operation of law or voluntary assignment with or without the consent of Lessor shall not diminish or affect the direct and primary liability of Lessee under this LEASE;
- (h) If part of this LEASE be declared unenforceable by any court or in violation of any law, such part shall be inoperative, and the remainder of this LEASE shall be binding upon the parties hereto.
- (i) If any State, County or Local government agency causes any type of legislation, ordinance, etc. that changes the amount of water available to or for the subject property, Lessor realizes such alteration may affect the amount and or cost of water available to Lessee. If such "adjudication" of water rights takes place, Lessee shall have sixty (60) days to evaluate the impact of such adjudication on the operation of Lessee's business. If Lessee determines, in its sole discretion, that such an adjudication shall have an adverse

impact, then Lessee may terminate this Lease, without any additional cost, penalty, or consideration for such termination, upon thirty days' written notice to Lessor.

15. First Right of Refusal

It is agreed that so long as Lessee is not in default of any terms, conditions or covenants of this Lease, or any extension thereof, Lessee shall have the first right of refusal to re-lease the demised premises. After the expiration of the Lease contained herein, or any extension thereof, Lessor will notify Lessee in writing if it is Lessor's intent to again lease the demised premises, specifying the rental rate and all other terms. Lessee shall have fifteen (15) days from receipt of said notice to notify Lessor in writing of Lessee's election to again lease the demised premises. Should Lessee fail to notify the Lessor in writing of Lessee's election to lease demised premises, Lessee's First Right of Refusal shall be deemed waived. If Lessee notifies Lessor in the affirmative to lease the demised premises, the Lessor, within a reasonable period of time, shall draft leases and deliver them to Lessee for execution. Upon delivery of said leases, Lessee shall have fifteen (15) days in which to execute and return said leases to Lessor.

// 16. LESSEE SHALL NOT USE THE PROPERTY FOR

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// ANY OTHER PURPOSE BUT FARMING - SK

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IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of
January 1, 2001

LESSOR:


Dr. Samuel Kremen

LESSEE:

Son Rise Farms

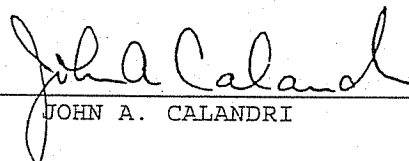
BY: 
JOHN A. CALANDRI

EXHIBIT "A"

Southeast $\frac{1}{4}$ of Section 34T7NR11W

EXHIBIT "A"

Southeast 1/4 of Section 34T7NR11W

COPY

LEASE

This LEASE, made by and between Dr. Samuel Kremen referred to in this LEASE as "Lessor", and SonRise Farms referred to in this LEASE as "Lessee", is made upon the following terms and conditions:

1. Term of LEASE

This LEASE shall be for a period of twenty-four (24) consecutive months with a one year option beginning January 1, 1998 and ending December 31, 1999.

This LEASE shall encompass approximately Three-hundred twenty (320) acres located at 60th Street East and Avenue L-6, Lancaster, California the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Lessor reserves the right to sell the Leased premises at any time during the term of this LEASE, and in the event of such sale, the buyer would purchase said property subject to the existing LEASE.

2. Purpose for which Premises are to be Used

The Leased premises are to be used by Lessee for the purpose of farming; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts which may be reasonable or necessary in connection with such farming operation. Lessee shall conduct its farming in conformity with good agricultural operations. Lessee shall comply with all applicable State and Federal laws.

3. Rental

Lessee agrees to pay by way of rent for the term of this LEASE by the following schedule:

for 81c
for 81c
for 81c
1st Year: \$12,000.00 (TWELVE THOUSAND)
2nd Year: ~~12,000.00~~ 16,000.00 (SIXTEEN THOUSAND)
3rd Year: \$20,000.00 (TWENTY THOUSAND)

81c FOR USE OF 200 ACRES. IF MORE ACREAGE IS USED, THE RENT SHALL RISE PROPORTIONATELY

first year which will be payable upon the execution of this LEASE. Thereafter, the rent shall be due and payable annually, in advance.

4. Occupancy

Lessee shall be entitled to use of the Leased land, one house with yard area, and any well(s) that may currently exist on the Leased Property. Lessee agrees to purchase and maintain during the term of this LEASE, at Lessee's sole cost and expense, and with companies acceptable to Lessor, public liability insurance for protection against liability to persons or property or claims arising as an incident to the use of, or resulting from, and accident or event occurring in or about the premises. The limits of liability under said public liability insurance shall be no less than one million dollars (\$1,000,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) for property damage. Lessor shall be named as an additional insured.

5. Utilities

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the property, the use of which shall be exclusively by and for the Lessee. Lessee agrees to have the names on the meters for the existing wells changed to the name of Lessee, if instructed to do so by Lessor. If utility extensions are required, same shall be at the expense of Lessee.

6. Equipment

The only equipment being leased in connection with this agreement is any existing well(s), pump(s), electric motor(s), engine(s), panel(s), and storage tank(s) which shall be the exclusive property of Lessee to use during the term of this LEASE.

7. Assignment or Lease

Lessee shall not sublease, assign, transfer or hypothecate this LEASE without first obtaining the written consent of Lessor, and in no event shall the demised premises be assigned, sublet, transferred or hypothecated unless the transferee shall provide evidence of adequate financial resources to fully comply with all of the terms of this LEASE to the complete satisfaction of Lessor, and unless the transferee be in all respects a fit and proper person (to the sole satisfaction of Lessor) for the purpose of carrying out the obligation under this LEASE.

8. Condition of Premises

Lessee acknowledges that it has inspected the demised premises, that the same are in good and tenantable condition. Lessor makes no representations or warranty with regard to the condition of the premises. Lessee shall not remove, alter, modify or

demolish any building or other improvement located upon the demised premises or any improvement thereon.

It shall be the obligation of Lessee to maintain, if any, well, pump, motor, engine, panel or storage tank and underground main line, in as good condition as Lessee takes them, subject to ordinary wear and tear, Lessee shall be obligated to repair any damages and maintain any well, pump, motor, engines, panel, storage tank and underground main line caused by Lessee's negligence of their agent or employees.

If any or all of the wells servicing the Leased property are rendered inoperable by any act of God, except lightning but including earthquakes, Lessee shall not be responsible for repairing same.

In the event any or all of said wells servicing the subject property become inoperable, Lessor shall have the option of repairing said well or wells at their own expense as quickly as possible, or terminating the LEASE.

If LEASE is so Terminated

(a) Lessee shall have the right to remain on the property long enough to harvest any growing crop, if they so desire.

(b) Lessee shall be refunded, pro rata, any advance rent based on the monthly use of the premises up to the date Lessee actually leaves the premises.

8A. Wells - Lessee's Option

Notwithstanding Paragraph 8 above, if Lessor refuses to repair said well or wells, Lessee may choose to have said well or wells repaired at its own expense, in which event Lessor cannot terminate the LEASE as set forth above.

9. Compliance With Law

Lessee shall at Lessee sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (hereinafter collectively referred to as "regulations") in effect during the term or any part of the term hereof, whether said regulation was in effect at the time of the signing of the LEASE or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to State and/or Federal Superfund Laws, the Resource Conservation and Recovery Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Act, the Hazardous Waste Control Act, or the Porter-Cologne Act. Lessee shall not use nor allow the use of the premises in any manner what would tend to create waste or a nuisance. Without limiting the generality of the foregoing, Lessee shall not allow or suffer the use, release or discharge on, in, around or under the premises of any material, chemical, substance or waste which is classified or

regulated as a "toxic" or "hazardous" material, substance or waste by any applicable governmental or regulatory authority or agency (collectively "hazardous waste").

Lessee may apply during the term of the LEASE the insecticides, pesticides, fumigants and fertilizer, so long as said application is in compliance with all applicable regulations. Lessee shall not store fuel, insecticides, pesticides, fumigants, hazardous wastes or fertilizers on the premises. Lessee represents and warrants that it will not use any chemical or agent on or about the property that will be detrimental to subsequent onion farming.

9A. Indemnification

Lessee shall indemnify, defend and hold Lessor harmless for any and all costs, expenses, including attorney's fees, or damages that Lessor is forced to expend or becomes liable to expend, as a result of the Sub-Lessee's use of the premises.

10. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmens' liens to stand against the demised property for any labor or material furnished to Lessee, or claimed to have been furnished to Lessee or to Sub-Lessee's agents, contractors, or sublessees, in connection with work of any character performed on the demised premises, or claimed to have been performed on the demised premises, at the direction or insistence of Lessee; provided, however, that Lessee shall have the right to contest the validity of the amount of any such claims or lien provided Lessee gives Lessor reasonable security that may be demanded by Lessor with immediate notice of any such claim, lien, encumbrance and/or action arising out of any claim for labor or material furnished for the use or benefit of the demised premises.

11. Right of Entry

Lessor or his agents shall have the right to enter upon the demised premises at any reasonable time for the purpose of inspecting the condition thereof, or for the purpose of showing the same to any prospective purchaser or tenant thereof, or to conduct any necessary studies (e.g. soil) so as not to interfere with Lessee's farming. Lessor shall provide Lessee with notification prior to entering upon the property to conduct any such study or showing.

12. Default of Lessee

If any payments shall be due and unpaid after fifteen (15) days written notice of default, or if any default shall be made in any of the covenants or agreements on the part of Lessee contained in this LEASE, or in the event Lessee is adjudicated as bankrupt or insolvent, or has a receiver appointed to receive the assets of Lessee, or has a Trustee appointed for Lessee after a petition has been filed under the Bankruptcy Act of the United States, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall vacate or abandon the demised premises, then in such event Lessor shall have

the right at its election, then or at any time thereafter, to re-enter and take possession of the demised premises and terminate this LEASE, in which event Lessee hereby covenants to peaceable and quietly yield up to Lessor the demised premises. Lessor shall also have the right, with or without resuming possession of the premises or terminating the LEASE, to sue for and recover all rents and other sums, including damage at any time and from time to time accruing hereunder together with such other rights as may be provided Lessor by law. Lessor may further have the right, at its option, without terminating this LEASE, to relet the premises for the remainder of the term to such tenants, and at such rentals as Lessor may agree upon and Lessee agrees to pay such deficiency to Lessor and further agrees to pay to Lessor, when ascertained, all costs and expenses incurred in such reletting. No re-entry or taking of possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate the LEASE unless a written notice of such intention is given to Lessee or unless the termination be decreed by a court of competent jurisdiction.

13. Surrender of Premises

At the expiration of the term of this LEASE or any sooner termination of this LEASE, Lessee agrees to quit and surrender the premises and all appurtenances thereon and in good state and condition as reasonable use and wear thereof will permit. Lessee shall remove all debris associated with Lessee's farming operation, leaving the land free of any reservoirs, pits, or earthen mounds.

14. Notices

Any notice required or permitted to be given by Lessor to Lessee shall be deemed given if and when mailed in a sealed wrapper by United States mail, postage prepaid, properly addressed to Lessee, by certified mail with a return receipt.

Any notice required or permitted to be given by Lessee to Lessor shall be deemed given if and when so mailed to Lessor, by certified mail with a return receipt.

Until changed, all notices and communications to the Lessor shall be addressed as follows:

Dr. Samuel Kremen
25130 Jim Bridger Road
Hidden Hills, CA 91302

And notices and communications to the Lessee shall be addressed as follows:

SonRise Farms
43933 Ryckebosch Lane
Lancaster, CA 93535

15. Miscellaneous

(a) Except as may be inconsistent with or contrary to the provisions of this LEASE, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by statute;

(b) Lessee waives for itself and those claiming under it all rights now and hereafter existing to redeem the demised premises after termination of Lessee's right to occupancy by order or judgment of any court;

(c) Reasonable attorney's fees and other expenses incurred by Lessor in enforcing any provision of this LEASE or in any action or proceeding in which Lessor is successful by reason of the default by Lessee or by anyone holding under Lessee complying with any requirement of this LEASE or incurred by Lessor by reason of any action to which Lessor shall be and shall constitute additional rent under the LEASE provided that in the event of litigation concerning same, the losing party shall pay the reasonable expenses, including reasonable attorney's fees and costs of the prevailing party;

(d) No waiver by Lessor of any breach by Lessee of any of his obligations hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under this LEASE;

(e) In the event Lessee holds over after termination of the LEASE, such holding over shall not be considered as or being a renewal of the LEASE, but shall be construed solely as a tenancy from month to month under the same terms and conditions as are provided in this LEASE and at the same rental rate, monthly prorated;

(f) This LEASE, subject to the provisions on assignment and insolvency, shall be binding upon and inure to the benefit of the respective successors and assigns of the parties;

(g) Any transfer of the LEASE by Lessee or any assigns of Lessee by operation of law or voluntary assignment with or without the consent of Lessor shall not diminish or affect the direct and primary liability of Lessee under this LEASE;

(h) If part of this LEASE be declared unenforceable by any court or in violation of any law, such part shall be inoperative, and the remainder of this LEASE shall be binding upon the parties hereto.

16. First Right of Refusal

It is agreed that so long as Lessee is not in default of any terms, conditions or covenants of this Lease, or any extension thereof, Lessee shall have the first right of refusal to re-lease the demised premises. After the expiration of the Lease contained herein, or any extension thereof, Lessor will notify Lessee in writing if it is Lessor's intent to again lease the demised premises, specifying the rental rate and all other terms. Lessee shall have fifteen (15) days from receipt of said notice to notify Lessor in writing of Lessee's election to again lease the demised premises. Should Lessee fail to notify the Lessor in writing of Lessee's election to lease demised premises, Lessee's First Right of Refusal shall be deemed waived. If Lessee notifies Lessor in the affirmative to lease the demised premises, the Lessor, within a reasonable period of time, shall draft leases and deliver them to Lessee for execution. Upon delivery of said leases, Lessee shall have fifteen (15) days in which to execute and return said leases to Lessor.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of
January 1, 1998.

LESSOR:

Dr. SAMUEL KREMEN

Samuel Kremen

LESSEE:

SonRise Farms

BY:

John A. Calandri
JOHN A. CALANDRI

EXHIBIT "A"

Southeast 1/4 of Section 34T7NR11W

EXHIBIT "D"

APN:

Leased from;

Acreage:

Dates of Lease:

- 11 -

DECLARATION

EXHIBIT "E"

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

Month	REQ DATE	DEL'Y DATE	REQ'ED BY	UNIT #	Invoice#	RANCH	TYPE	VENDOR	Actual Price	Conv Irr # Gal	Conv Irr \$
	2012										
April	04/12/12	04/13/12	Armando Espinoza	SR16	737664	Doctor	D	Wholesale	3.3188	3584	\$12,321.64
	2011										
May	05/24/11	05/25/11	Armando Espinoza	SR16	708496	Doctor	D	Wholesale	3.1015	3547	\$11,401.07
July	06/30/11	07/01/11	Armando Espinoza	SR16	711440	Doctor	D	Wholesale	3.1150	2472	\$7,980.26
	2010										
April	04/19/10	04/20/10	Armando Espinoza	SR16	679627	Doctor	D	Wholesale	2.3060	2583	\$6,175.80
June	06/01/10	06/02/10	Armando Espinoza	SR16	816560	Doctor	D	Fleet	2.1294	3493	\$8,067.10
June	06/01/10	06/02/10	Armando Espinoza	SR16	819114	Doctor	D	Fleet	2.1294	558	\$1,286.70
July	07/07/10	07/08/10	Armando Espinoza	SR16	824015	Doctor	D	Fleet	2.0612	3950	\$8,830.93
December	12/06/10	12/07/10	Armando Espinoza	SR16	696613	Doctor	D	Wholesale	2.5520	3795	\$10,039.89
	2009										
December	12/04/09	12/05/09	Armando Espinoza	SR16	82089	Doctor	D	Schwebel	2.0450	3700	\$7,842.18

Wholesale Fuels Inc
ACCOUNTING OFFICE
P.O. Box 82277
Bakersfield, CA 93380-2277

Phone: 661-393-7000
Fax: 661-633-7563

Sold GRIMMWAY ENTERPRISES/MASTER
To: ACCOUNTS PAYABLE
P. O. BOX 81498
BAKERSFIELD, CA 93380-1498

Page: 1
Invoice No: 737664
Invoice Date: 04/13/12
Ship Date: 04/13/12

Profit Center: 1533

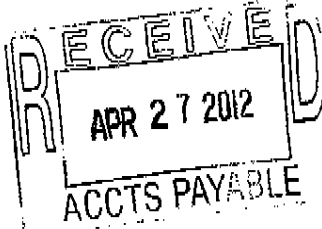
Ship GRIMMWAY ENTERPRISES, DOCTOR
To: AVENUE M & 60TH ST EAST
LANCASTER, CA

SR16

Account No:26630832 PO No: Terms: NET 30 DAYS
Ship Via:COX TRANSPORTATION Sales ID:12 BOL/Ship.Order:

Product Code/ Description	Quantity Shipped	Price Each	Extension
B/L Number-- 918063 T: 121 S: 37040296			
## Diesel, 3, NA1993, PGIII, Combustible Liquid			
## This is dyed Diesel fuel, nontaxable use			
## only. Penalty for taxable use. This fuel			
## meets EPA requirement for sulfur, cetane			
## index, or aromatic content.			
## May contain up to 4.9% bio-diesel			
70 DYED CARB DIESEL	3,584.0	3.318800	11,894.58
Fed LUST Tax Dsl/Chg		0.001000	3.58
Fed Environmtl Fee Dsl/Chg		0.001900	6.81
L.A. S/T Dsl\Chg		1.500000%	178.57
CA Partial Sales Tax Diesel/Y		2.000000%	238.10

Total Amount: 12,321.64



FZ11612-121005-02295-01

4/13/12

BM



SPILLS OR LEAKS ONLY (42 GALLONS OR MORE)
EMERGENCY CONTACT - 1st call PERS 1-800-633-8253

%

_____	TRACO	BKSFLO
_____	ORIG. IRRIG	S/S F/W
100	CONV. IRRIG	S/S F/W
_____	ORIG. HARVEST	
_____	CONV. HARVEST	

Wholesale Fuels Inc
ACCOUNTING OFFICE
P.O. Box 82277
Bakersfield, CA 93380-2277

Phone: 661-393-7000
Fax: 661-633-7563

Page: 1
Invoice No: 708496
Invoice Date: 05/25/11
Ship Date: 05/25/11

Profit Center: 1533

Sold GRIMMWAY ENTERPRISES/MASTER
To: ACCOUNTS PAYABLE
P. O. BOX 81498
BAKERSFIELD, CA 93380-1498

Ship GRIMMWAY ENTERPRISES
To: DOCTOR RANCH
TANK SR16
AVENUE M & 60TH ST EAST

Account No:26630832 PO No: **SR16**
Ship Via:ELITE FUELS TRANSPORT, I Sales ID:12

Terms: NET 30 DAYS
BOL/Ship.Order:

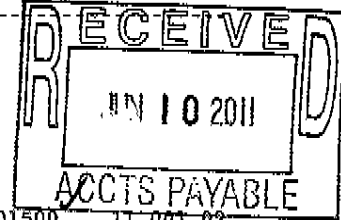
Product Code/ Description	Quantity Shipped	Price Each	Extension
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S/L Number-- 371920 T: 129 S: 57180207
Diesel,3,NA1993,PGIII,Combustible Liquid
This is dyed Diesel fuel, nontaxable use
only. Penalty for taxable use. This fuel
meets EPA requirement for sulfur, cetane
index, or aromatic content.

70

DYED CARB DIESEL	3,547.0	3.101500	11,001.02
CA Oil Spill @.00119/Chg		0.001190	4.22
Fed LUST Tax Dsl/Chg		0.001000	3.55
Fed Environmtl Fee Dsl/Chg		0.001900	6.74
L.A. S/T Dsl/Chg		1.500000%	165.23
CA Partial Sales Tax Diesel/Y		2.000000%	220.31

Total Amount: 11,401.07



SPILLS OR LEAKS ONLY (42 GALLONS OR MORE)
EMERGENCY CONTACT - 1st call PERS 1-800-633-8253

%

TRACO

BKSFLD

ORIG. IRRIG

S/S F/W

CONV. IRRIG

S/S F/W

ORIG. HARVEST

CONV. HARVEST

40

Wholesale Fuels Inc
ACCOUNTING OFFICE
P.O. Box 82277
Bakersfield, CA 93380-2277

Phone: 661-393-7000
Fax: 661-633-7563

Invoice No: 711440
Invoice Date: 07/01/11
Ship Date: 07/01/11

Profit Center: 1533

Sold GRIMMWAY ENTERPRISES/MASTER
To: ACCOUNTS PAYABLE
P. O. BOX 81498
BAKERSFIELD, CA 93380-1498

Ship GRIMMWAY ENTERPRISES, DOCTOR
To: AVENUE M & 60TH ST EAST
LANCASTER, CA



Account No:26630832 PO No: **SR16** Terms: NET 30 DAYS
Ship Via:Pacific West Coast Trans Sales ID:12 BOL/Ship.Order:

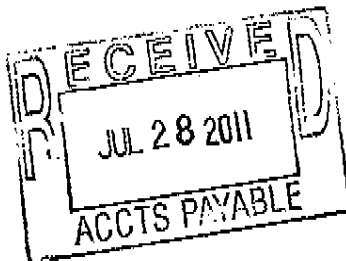
Product Code/ Description	Quantity Shipped	Price Each	Extension
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R/L Number-- 989122 T: 121 S: 37040296
Diesel,3,NA1993,PGIII,Combustible Liquid
This is dyed Diesel fuel, nontaxable use
only. Penalty for taxable use. This fuel
meets EPA requirement for sulfur, cetane
index, or aromatic content.

70 DYED CARB DIESEL	2,472.0	3.115000 ✓	7,700.28
CA Oil Spill @.00119/Chg		0.001190	2.94
Fed LUST Tax Dsl/Chg		0.001000	2.47
Fed Envrnmntl Fee Dsl/Chg		0.001900	4.70
L.A. S/T Dsl/Chg		1.500000%	115.66
CA Partial Sales Tax Diesel/Y		2.000000%	154.21

Total Amount: 7,980.26

SALES
TAX
OK



7/28/11



FZ11611-121005-02295-01

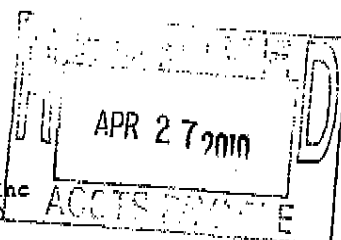
SPILLS OR LEAKS ONLY (42 GALLONS OR MORE)
EMERGENCY CONTACT - 1st call PERS 1-800-633-8253

1/3

TRACO
ORIG. IRRIG
CONV. IRRIG
ORIG. HARVEST
CONV. HARVEST

BKSFLD
S/S F/W
S/S F/W





Wholesale Fuels Inc
ACCOUNTING OFFICE
P.O. Box 82277
Bakersfield, CA 93380-2277

Page: 1

Invoice No: 679627
Invoice Date: 04/20/10
Ship Date: 04/20/10

Phone: (661) 393-7000
Fax: (661) 633-7563

Profit Center: 1533

Sold GRIMMWAY ENTERPRISES/MASTER
To: ACCOUNTS PAYABLE
P. O. BOX 81498
BAKERSFIELD, CA 93380-1498

Ship GRIMMWAY ENTERPRISES, DOCTOR
To: AVENUE M & 60TH ST EAST
LANCASTER, CA

Account No:26630832 PO No:
Ship Via:WHOLESALE FUELS, INC.

Sales ID:12

Terms: NET 30 DAYS
BOL/Ship.Order:

Product Code/ Description	Quantity Shipped	Price Each	Extension
------------------------------	---------------------	---------------	-----------

B/L Number-- 903572 T: 121 S: 37040296
Diesel,3,NA1993,PGIII,Combustible Liquid
This is dyed Diesel fuel, nontaxable use
only. Penalty for taxable use. This fuel
meets EPA requirement for sulfur, cetane
index, or aromatic content.

70

DYED CARB DIESEL	2,583.0	2.306000	5,956.40
L.A. S/T Dsl\Chg		1.500000%	89.50
CA Partial Sales Tax Diesel/Y		2.000000%	119.34
Fed Envrnmntl Fee Dsl/Chg		0.001900	4.91
Fed LUST Tax Dsl/Chg		0.001000	2.58
CA Oil Spill @.00119/Chg		0.001190	3.07

Total Amount: 6,175.80

FZ11610 - 121005 - 02295 - 01



SPILLS OR LEAKS ONLY (42 GALLONS OR MORE)
EMERGENCY CONTACT - 1st call PERS 1-800-633-8253

J.R.

REMIT TO

FLEET CARD FUELS

Invoice: 816560
 Date: 06/02/10
 Due Date: 06/22/10
 BOL #: 837920
 Order #: 46658
 Cust PO:

SR16 - Doctor

P.O. BOX 81685 • BAKERSFIELD, CA 93380-1685
 (661) 321-9961



Lancaster

01/512/12

BILL TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

SHIP TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

Product	Description	Quantity	Unit Price	Taxes	Deposits	Total
23	ULSD CARB #2 DYED	3,493.00000	2.12940	629.11		
FRTD	FREIGHT - DIESEL	3,493.00000	0.00000	0.00		8,067.10
Total Due:						8,067.10

PRODUCT TAX SUMMARY					
Tax Code	Description	Tax Type	Base Qty	Rate	Tax Amount
0501	State Sales Tax	Percentage		0.000000	0.00
0703	Superfund Tax - Diesel	Per Gallon	3,493.00000	0.001900	6.64
0803	Environmental /gal - Diesel	Per Gallon	3,493.00000	0.001190	4.16
1203	State Sales Tax DF	Percentage		6.250000	465.77
1204	State Sales Tax Other	Percentage		2.000000	149.05
2103	Federal LUST - Diesel	Per Gallon	3,493.00000	0.001000	3.49
Total Taxes					629.11

* THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *

18
6/12/10

\$8067.10 - FZ11610-121005 02295-01

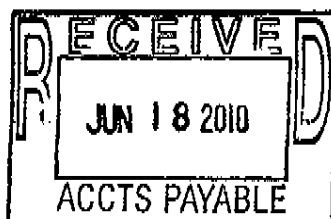
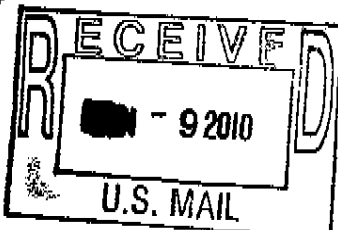
 Remittance Stub
 GRIMMWAY ENTERPRISES, INC.
 500176-0

06/02/10

Invoice: 816560

Pay This Amount
 8,067.10

Page 1



REMIT TO

FLEET CARD FUELS

Invoice: 819114
 Date: 06/02/10
 Due Date: 06/22/10
 BOL #: 837882
 Order #: 47236
 Cust PO: SE15/2100

SR15-coffer 3517.58
 SR16-doctor 1288.70

P.O. BOX 81685 • BAKERSFIELD, CA 93380-1685
 (661) 321-9961

SR
 Lancaster

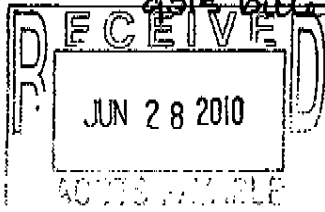
corrected

01153855



BILL TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

SHIP TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

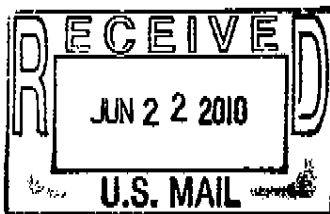


Product	Description	Quantity	Unit Price	Taxes	Deposits	Total
23	ULSD CARB #2 DYED	SR15 1,523.00000	2.12940	274.29		
FRTD	FREIGHT - DIESEL	1,523.00000	0.00000	0.00		3,517.37
23	ULSD CARB #2 DYED	SR16 558.00000	2.12940	100.50		
FRTD	FREIGHT - DIESEL	558.00000	0.00000	0.00		1,288.71
		2081		Total Due:		4,806.08

PRODUCT TAX SUMMARY				
Tax Code	Description	Tax Type	Base Qty	Tax Amount
0501	State Sales Tax	Percentage		0.00
0703	Federal Oil Spill - Diesel	Per Gallon	2,081.00000	3.95
0803	Env (Oil Spill) - Diesel	Per Gallon	2,081.00000	2.47
1203	State Sales Tax DF	Percentage		277.49
1204	State Sales Tax Other	Percentage		88.80
2103	Federal LUST - Diesel	Per Gallon	2,081.00000	2.08
Total Taxes				374.79

* THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *
 * THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *

6/25/10



4806.08 - FZ11610 - 121005 - 02295 - 01

Rebin

 Remittance Stub
 GRIMMWAY ENTERPRISES, INC.
 500176-0

06/02/10 ✓

Invoice: 819114 ✓

Pay This Amount
 4,806.08

Page 1

Invoice: 819114
 Date: 06/02/10
 Due Date: 06/22/10
 BDL #: 837882
 Order #: 47236
 Cust PO: AE15/2100

SL
 Lancaster

corrected
 qts billed

D.R.
 SR15 - Coffer 3517.38
 SR16 - Doctor 1288.70

REMIT TO

FLEET CARD FUELS

P.O. BOX 81685 • BAKERSFIELD, CA 93380-1685
 (661) 321-9961

BILL TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

SHIP TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

Product	Description	Quantity	Unit Price	Taxes	Deposits	Total
23	ULSD CARB #2 DYED	SR15 1,523.00000	2.12940 ✓	274.29		
FRTD	FREIGHT - DIESEL	1,523.00000	0.00000	0.00		3,517.37
23	ULSD CARB #2 DYED	SR16 558.00000	2.12940 ✓	100.50		
FRTD	FREIGHT - DIESEL	558.00000	0.00000	0.00		1,288.71
Total Due:						4,806.08

2081

PRODUCT TAX SUMMARY					
Tax Code	Description	Tax Type	Base Qty	Rate	Tax Amount
0501	State Sales Tax	Percentage		0.000000	0.00
0703	Federal Oil Spill - Diesel	Per Gallon	2,081.00000	0.001900	3.95
0803	Env (Oil Spill) - Diesel	Per Gallon	2,081.00000	0.001190	2.47
1203	State Sales Tax DF	Percentage		6.250000	277.49
1204	State Sales Tax Other	Percentage		2.000000	88.80
2103	Federal LUST - Diesel	Per Gallon	2,081.00000	0.001000	2.08
Total Taxes					374.79

* THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *
 * THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *

Rebill

Remittance Stub
 GRIMMWAY ENTERPRISES, INC.
 500176-0

06/02/10

Invoice: 819114

Pay This Amount
 4,806.08

Page 1



P.O. BOX 81446 BAKERSFIELD, CA 93380
(661) 328-9041 (661) 328-9045 FAX

DELIVERY TICKET

24-HOUR HAZMAT EMERGENCY RESPONSE
(800) 728-2482

Origin/Rack:

MOI CHURN MONTE BULLO
MONTE BULLO CHURCH

Deliver To:

4172
GREENWAY FARM (COFFEE RANCH)
LANCASTER, CALIF (SR 15)

Bill To:

Fleet CARD Fuels

Order Number	Date	P.O. Number	Truck #	Trailer #	Driver
7697958	6-2-10		11	110	John O'Neal

Product / Description	Qty Ordered	BOL / HTR #	Delivered		Tank Readings	
			Gross Gallons	Net Gallons	Before	After
Regular 87						
Mldgrade 89		837920	558	558	SR16	
Premium 91		837882	539	539	SR15	
ULS Diesel			2097	2062		364
Dyed ULS Diesel	3400	837882	3399	3364		558
						3922
						2062

CIRCLE ALL THAT APPLY

EXPLANATION OF ADDITIONAL CHARGES

1. Split Load 71097904
2. Retain 71097904
3. Pump Charge
4. Station Pumpout
5. Excessive Load/Unload Time (Demurrage)
6. Stop in Transit
7. Refused Load
8. No Load

Loading:

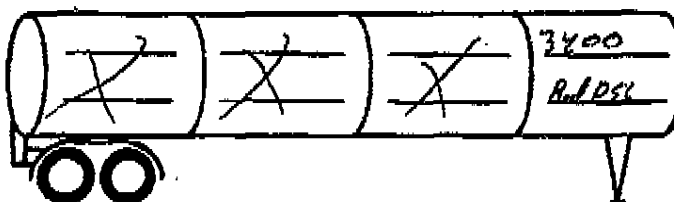
TANK SR15

Unloading:

RETAIN OF 1860

Time taken for demurrage:

COMPARTMENTS LOADED



If you only have 3 compartments, put an "X" in compartment #4.

Trip Miles Loaded

End	Start	Total
555220	555237	

Received above products and service in good order

Received by:

Rack Hours

Arrived	Load Time	
Time	Start	Finish
11:00 AM	11:00 AM	7:15 PM

Delivery Hours

Arrived	Unload Time	
Time	Start	Finish
3:00 AM	3:00 AM	4:00 PM



Global Marketing



**HAZARD WARNING AND INITIAL EMERGENCY
ACTION ON REVERSE SIDE**
For Product Emergency
Spill, Leak, Fire, Exposure, or Accident
CALL CHEMTREC - Day or Night - 800-424-9300

SHIPPER'S PERMANENT ADDRESS
CHEVRON PRODUCTS COMPANY
6001 BOLLINGER CANYON RD.
SAN RAMON, CA 94583
FEIN: 25-0527925

SHIP TO: FLEET CAR FUELS
SANTA TERMINAL
22888 FOB: SANTA TERMINA
MONTERELLO CA 90640
FEIN: 770267495

DELIVERY RECEIPT

CHARGE SALE - NORMAL
DOCUMENT NO.: 837882
DELIVERY DATE: 04/02/10 11:26 4172
ACCOUNT NO.: 6240817
TRANSFEROR CARN:
INURED FROM MONTEBELLO CA TRM -1001654
FOB ORIGIN FREIGHT COLLECT
NKLA BULK TRANSPORT FEIN: 952878818
PO BOX 81446
BAKERSFIELD CA 93380
VIA NIKOLAUS TANK LINES INC

148492 C-1001654-000000-060210-1001654- -00883624700

Product Description	Gross Qty.	Net Qty.
GAS OIL, COMBUSTIBLE LIQUID, UN1202, III	3399.00	3399.00 GALLONS
CALCO UL8 SPECIAL DF2 DYED	3399.00	3364.00
GROSS LOADED AT 82 DEGREES F, NET COMPUTED AT 60 DEGREES F, 36.30 API GRAVITY		
CALIFORNIA DIESEL FUEL. MAXIMUM 15 PPM SULFUR. DYED DIESEL FUEL. NONTAXABLE USE ONLY.		
PENALTY FOR TAXABLE USE.		
DIESEL FUEL DELIVERED NOT INTENDED FOR MARINE USE.		
EPA DIESEL REGISTRATION NUMBER 5086 81050		

1539 (1523) cents tank SP15

*Straight Bill of Lading - Short Form - Original - Not Negotiable - Carrier Must Submit Original Bill of Lading with Freight Bill.

Carrier Received, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, and all conditions herein contained, including conditions on back hereof.
(*Applies only when designated as "Bill of Lading" above).

Carrier has loaded and accepted the above described materials and certifies the cargo tank is a proper container for the transportation of this commodity under applicable D.O.T. regulations.

Signature (Carrier)

Delivered By: (Full Signature)

Received By: (Signature)

Date:

CUSTOMER COPY

MS-1025/78 (8-07)



Global Marketing

**HAZARD WARNING AND INITIAL EMERGENCY****ACTION ON REVERSE SIDE****For Product Emergency**

Spill, Leak, Fire, Exposure, or Accident

CALL CHEMTREC - Day or Night - 800-424-9300

SHIPPER'S PERMANENT ADDRESS
CHEVRON PRODUCTS COMPANY
6001 BOLLINGER CANYON RD.
SAN RAMON, CA 94583
FEIN: 25-0527925

SHIP
TO:

FLEET CAR FUELS
BANTA TERMINAL
22888 FDR: BANTA TERMINA
MONTEBELLO CA 90640
FEIN: 770267495

BILL OF LADING

CHARGE SALE - NORMAL
DOCUMENT NO.: 837920
DELIVERY DATE: 06/02/10 11:41 4177
ACCOUNT NO.: 8240817
TRANSFEROR CARN:
BLURED FROM MONTEBELLO CA TRM -1001654
FOB ORIGIN FREIGHT COLLECT
NKLA BULK TRANSPORT FEIN: 932878818
PO BOX 81446
BAKERSFIELD CA 93380
VIA NIKOLAUS TANK LINES INC

148492 C-1001654-000000-060210-1001654- -00883624700

Product Description	Gross Qty	Net Qty
GAS OIL, COMBUSTIBLE LIQUID, UN1202, III	4099.00	4099.00 GALLONS
CALCO ILS SPECIAL DF2 DYED	4099.00	4051.00
GROSS LOADED AT 85 DEGREES F, NET COMPUTED AT 60 DEGREES F, 36.30 API GRAVITY		
CALIFORNIA DIESEL FUEL, MAXIMUM 15 PPM SULFUR, DYED DIESEL FUEL, NONTAXABLE USE ONLY.		
PENALTY FOR TAXABLE USE.		
DIESEL FUEL DELIVERED NOT INTENDED FOR MARINE USE.		
EPA DIESEL REGISTRATION NUMBER 5086 B1050		

558 (538) went to
SR15 to SR16

*Straight Bill of Lading - Short Form - Original - Not Negotiable - Carrier must Submit Original Bill of Lading with Freight Bill.

Carrier: Received, subject to the classifications and tariffs in effect on the date of the issue of the Bill of Lading, and all conditions herein contained, including conditions on back hereof. (*Applies only when designated as "Bill of Lading" above).

Carrier has loaded and received the above named materials and certifies the cargo tank is a proper container for the transportation of this commodity under applicable D.O.T. regulations.

Signature (Carrier)

Delivered By: (Full Signature)

Received By: (Signature)

Date:

CUSTOMER COPY

MS-1029173 (5-07)

REMIT TO

FLEET CARD FUELS

Invoice: 824015
 Date: 07/07/10
 Due Date: 07/27/10
 BOL #: 921104
 Order #: 48542
 Cust PO: SR16/4000

P.O. BOX 81685-BAKERSFIELD, CA 93380-1685
 (661) 321-9961

*Doctor**01160059*

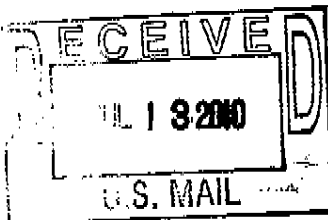
BILL TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

SHIP TO: 500176-0
 GRIMMWAY ENTERPRISES, INC.
 P.O. BOX 81498
 BAKERSFIELD, CA 93380

Product	Description	Quantity	Unit Price	Taxes	Deposits	Total
23	ULSD CARB #2 DYED	3,950.00000	2.06120	689.19		
FRTD	FREIGHT - DIESEL	3,950.00000	0.00000	0.00		
						8,830.93
Total Due:						8,830.93

PRODUCT TAX SUMMARY						
Tax Code	Description	Tax Type	Base Qty	Rate	Tax Amount	
0501	State Sales Tax	Percentage		0.000000	0.00	
0703	Federal Oil Spill - Diesel	Per Gallon	3,950.00000	0.001900	7.51	
0803	Env (Oil Spill) - Diesel	Per Gallon	3,950.00000	0.001190	4.70	
1203	State Sales Tax DF	Percentage		6.250000	509.87	
1204	State Sales Tax Other	Percentage		2.000000	163.16	
2103	Federal LUST - Diesel	Per Gallon	3,950.00000	0.001000	3.95	
Total Taxes					689.19	

* THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *

*\$ 8830.93**2/19/10**FZ11610-121005-02295-01*

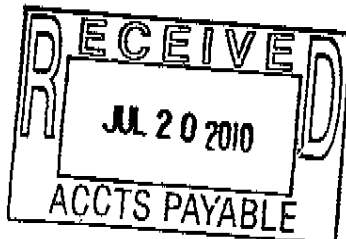
 Remittance Stub
 GRIMMWAY ENTERPRISES, INC.
 500176-0

07/07/10

Invoice: 824015

Pay This Amount
 8,830.93

Page 1



07/09/10 04:16 PM PDT Fleet Card Fuels via VSI-FAX

Page 2 of 2 #9052 BS

FLEET CARD FUELSP.O. BOX 81685
BAKERSFIELD, CA 93380-1685
(861) 321-9981Invoice: 824015
Date: 07/07/10
Due Date: 07/27/10
BOL #: 921104
Order #: 48542
Cust PO: SR16/4000*DR*
DoctorBILL TO: 500176-0
GRIMMAY ENTERPRISES, INC.
P.O. BOX 81498
BAKERSFIELD, CA 93380SHIP TO: 500176-0
GRIMMAY ENTERPRISES, INC.
P.O. BOX 81498
BAKERSFIELD, CA 93380

Product	Description	Quantity	Unit Price	Taxes	Deposits	Total
23	ULSD CARB #2 DYED	3,950.00000	2.06120	689.19		
FRTD	FREIGHT - DIESEL	3,950.00000	0.00000	0.00		8,830.93
Total Due:						8,830.93

PRODUCT TAX SUMMARY					
Tax Code	Description	Tax Type	Base Qty	Rate	Tax Amount
0501	State Sales Tax	Percentage		0.000000	0.00
0703	Federal Oil Spill - Diesel	Per Gallon	3,950.00000	0.001900	7.51
0803	Env (Oil Spill) - Diesel	Per Gallon	3,950.00000	0.001190	4.70
1203	State Sales Tax OF	Percentage		6.250000	509.87
1204	State Sales Tax Other	Percentage		2.000000	163.16
2103	Federal LUST - Diesel	Per Gallon	3,950.00000	0.001000	3.95
Total Taxes					689.19

* THESE DIESEL PRODUCTS CONTAIN VISIBLE EVIDENCE OF DYE *

Remittance Stub
GRIMMAY ENTERPRISES, INC.
500176-0

07/07/10

Invoice: 824015

Pay This Amount
8,830.93

Page 1

01204165 D.R.

Wholesale Fuels Inc
ACCOUNTING OFFICE
P.O. Box 82277
Bakersfield, CA 93380-2277

Phone: (661) 393-7000
Fax: (661) 633-7563

Page: 1

Invoice No: 696613
Invoice Date: 12/07/10
Ship Date: 12/07/10

Profit Center: 1533

Sold GRIMMWAY ENTERPRISES/MASTER
To: ACCOUNTS PAYABLE
P. O. BOX 81498
BAKERSFIELD, CA 93380-1498

Ship GRIMMWAY ENTERPRISES, DOCTOR
To: AVENUE M & 60TH ST EAST
LANCASTER, CA

Account No:26630832 PO No: SR16 Terms: NET 30 DAYS
Ship Via:Pacific West Coast Trans Sales ID:12 BOL/Ship Order:

Product Code/ Description	Quantity Shipped	Price Each	Extension
------------------------------	---------------------	---------------	-----------

B/L Number-- 999618 T: 121 S: 37040296
Diesel,3,NA1993,PGIII,Combustible Liquid
This is dyed Diesel fuel, nontaxable use
only. Penalty for taxable use. This fuel
meets EPA requirement for sulfur, cetane
index, or aromatic content.

70

DYED CARB DIESEL	3,795.0	2.552000	9,684.84
L.A. S/T Dsl/Chg		1.500000%	145.51
CA Partial Sales Tax Diesel/Y		2.000000%	194.01
Fed Environmtl Fee Dsl/Chg		0.001900	7.21
Fed LUST Tax Dsl/Chg		0.001000	3.80
CA Oil Spill @.00119/Chg		0.001190	4.52

SALES
TAX
OK

Total Amount: 10,039.89

AMOUNT	REF.	ACTIVITY
	121	- 0 - 00001
10039.89	FZ11611	121 005- 0 2295 - 00001
	121	- 0 - 00001
	121	- 0 - 00001
	121	- 0 - 00001

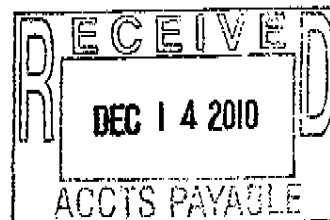


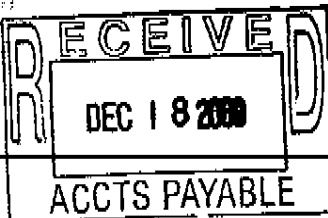
%

TRACO	BKSFLD
ORIG. IRRIG	S/S F/W
100 CONV. IRRIG	S/S F/W
ORIG. HARVEST	
CONV. HARVEST	

SPILLS OR LEAKS ONLY (42 GALLONS OR MORE)
EMERGENCY CONTACT - 1st call PERS 1-800-633-8253

OK





INVOICE



Bulk Plant (661) 324-0728
900 Sacramento Street
Bakersfield, CA 93305

REMIT TO
PO Box 512
Bakersfield, CA 93302-0512

Administration Office
3200 21st Street Ste.201
Bakersfield, CA 93301
Phone: (661) 323-8044
or (661) 323-3021
Fax: (661) 323-2270

BILLING ADDRESS

GRIMMWAY FARMS ENTERPRISE
ATTN: KATHY
P.O. BOX 81498
BAKERSFIELD, CA 93380-1498

SHIPPED TO

SR# 16 - LANCASTER
SR# 16 - LANCASTER
GRIMMWAY FARMS ENTERPRISE
LANCASTER, CA 99999

Credit Terms: NET DUE 10 DAYS

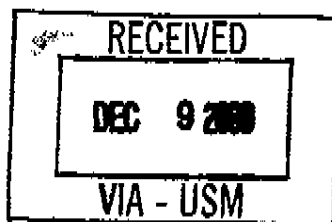
01099080

INVOICE DATE 12/05/09 10:15AM		P.O. or M.R.#	BLANKET P.O. None	ACCOUNT # 325000	SHIPTO # 294	INVOICE # 82089	TRUCK # SPC16
SIZE	KIND	PRODUCT CODE	DESCRIPTION	GROSS QTY. DELIVERED	NET GAL./LB./EA DELIVERED	UNIT PRICE	AMOUNT
BULK		120	ULTRA LS DYED DIESEL	3,700.0000	3,700.0000	2.04500	\$7,566.50

BOL# 262312 / 3-SJR / 04SJR

CA DYED DIESEL MAXIMUM 15 PPM SULFUR

REFERENCE NUMBER: 424793



%

TRACO
ORIG. IRRIG
100 CONV. IRRIG
ORIG. HARVEST
CONV. HARVEST

BKSFLD
S/S F/W
S/S F/W

7842.18- FE11610-121005-02295-01



Invoice Taxes	Quantity	Amount Due	Exempt
LOS ANGELES CO 1.5%	3,700.00	113.55	No
CA-FARMERS SALES TAX 2%	3,700.00	151.40	No
LUST-DIESEL .001	3,700.00	3.70	No
FED OIL SPILL- DSL .0019	3,700.00	7.03	No

SUB TOTAL	\$7,566.50
TAXES	\$275.68
TOTAL	\$7,842.18
DUE DATE	12/15/2009

PLEASE PAY FROM THIS INVOICE - NO OTHER STATEMENT WILL BE SENT

SCHWEBEL PETROLEUM COMPANY

OIL PRODUCTS • SOLVENTS • CHEMICALS

MAILING: P.O. BOX 512 BAKERSFIELD, CALIFORNIA 93302-0512
OFFICES: 3200-21ST STREET, SUITE 201; BULK PLANT: 400 SACRAMENTO STREET
BAKERSFIELD, CALIFORNIA (559) 323-8044 OR (559) 323-3021

Climax Farms

LANCASTER

SR16 / 741

(661) 305-7432

TRUCK NO./DRIVER

12 James

REFERENCE NUMBER

424793

DELIVERY DATE

12-5-09

CUSTOMER ORDER NO.

NO.	KIND	PRODUCT	GAL. OR LBS.	PRICE	AMOUNT
PRODUCT CODE:					
		Red 400 Diesel	3700		
PRODUCT CODE:					
PRODUCT CODE:					
PRODUCT CODE:					
PRODUCT CODE:					
PRODUCT CODE:					

FLAMMABLE OR COMBUSTIBLE PRODUCT

Each charge for returnable container will be held by Seller as a deposit (miscible with its own funds) to secure return thereof; will be forfeited to Seller if container is not returned, undamaged, within 90 days after date hereof; but will be credited to Buyer, if it is so returned.

SUB TOTAL

PREPAID
SALES TAX

BUYER REC'D. PRODUCTS IN GOOD CONDITION

X

STATE
SALES TAX

CASH

\$

.

CHECK

\$

.

D
R
U
G
S

DEL'D.

RET.

NET CHG.

RECEIVED
PAYMENT:TOTAL
AMOUNT DUE

DELIVERY MEMO

TOTAL AVERAGE ACRE FEET OF WATER
USED BY TIERRA BONITA RANCH CO.
IN YEARS BETWEEN 2000-2012

- ① ELECTRIC PUMP #1 — 292 ACRE FEET
200 HORSEPOWER
METER # V349R-215
- ② ELECTRIC PUMP #2 — 244 ACRE FEET
200 HORSEPOWER OF WATER
METER # POTZELC2089-
- ③ DIESEL PUMP — 382 ACRE FEET
400 HORSEPOWER OF H₂O
ENGINE # 79027257

Total 3 WELLS - 918 ACRE FEET
OF WATER PER
YEAR

Kremin-
Fax 818-676-4388


Following are answers to your questions from yesterday:

Diesel Engine is a QSX15-P425.
Engine Number is 79027257 with 400 horsepower

Pump well #3

The Diesel Engine has been operated during the last 10 years and more specifically for 2011 and 2012 as follows:

	Crop	Acres	Co-Efficient	Estimated Acre Feet
2011	Potatoes	60	3.35	201.00
2011	Grain	60	3.01	180.60
2012	Potatoes	60	3.35	201.00
2012	Grain	60	3.01	180.60
For 2013 proposed 180 acres in grain and 60 to 65 acres in potatoes or carrots				
2013	Grain	180	3.01	541.80
	Potatoes/Carrots to yet be determined.			

Jake care,
Donna


2011 Potatoes - 60 Acres x 3.35
potato Coefficient = 201 Acre Feet

2011 Grain - 60 Acres x 3.01
Grain Coefficient = 181 Acre Feet

USED-2011 Total 201 + 181 = 382 Acre Feet

USED 2012 - SAME AS 2011 Acre Feet

382 - Acre Ft.

Multiple Point Test Summary



Pumping Plant Name	DOCTORS RCH #1	DOCTORS RCH #1	DOCTORS RCH #1	DOCTORS RCH #1	DOCTORS RCH #1	DOCTORS RCH #1
Test Date	12/6/2004	12/22/2005	12/19/2006	12/17/2007	12/23/2008	9/1/2011
Pump Tester Name	RICK KOCH	RICK KOCH	RICK KOCH	RICK KOCH	RICK KOCH	RICK KOCH
CSS Service Account	013-8245-20	013-8245-20	013-8245-20	013-8245-20	013-8245-20	033-0687-73
Meter Number	V349R-215	V349R-215	V349R-215	V349N-5360	V349N-5360	V349N-5360
Reference Number	25801	25801	25801	25801	25801	25801
Rate	TOU-PA-6B	TOU-PA-7B	TOU-PA-7B	TOU-P-S-1-AP	TOU-PA-B-1	TOU-PA-B-1
Average \$ Cost/kWh	0.39505	0.09439	0.16413	0.11125	0.09771	0.14054
Type	TW	TW	TW	TW	TW	TW
Motor HP	200	200	200	200	200	200
Motor Mfg.	US	US	US	US	US	US
Pump Mfg.	L&B	L&B	L&B	L&B	L&B	SIMFL

Test Points	T-1	T-2	T-3	T-1	T-2	T-3	T-1	T-2	T-3	T-1	T-2	T-3
Discharge Pressure, PSI	63	75.5	88	56	75.5	88.5	77			75.5		65.2
Suction Pressure, PSI												
Drawdown, Ft.	20	19.2	18.2	20.3	18.9	18	18.8			19		17.8
Pumping Level, Ft.	330.4	329.6	328.6	332.7	331.3	330.4	330.4			340.7		355
Standing Level, Ft.	310.4	310.4	310.4	312.4	312.4	312.4	311.6			321.7		337.2
Discharge Head Ft.	145.5	174.4	203.3	129.4	174.4	204.4	177.9			174.4		150.6
Suction Head Ft.												
Total Head Ft.	475.9	504	531.9	462.1	505.7	534.8	508.3			515.1		505.6
Customer GPM												
Capacity GPM	1418	1312	1190	1532	1385	1223	1288			1288		1044
GPM/Ft. Drawdown, Ft.	70.9	68.3	65.4	75.5	73.3	67.9	68.5			67.8		58.7
Acre Ft./24 Hour	6.268	5.799	5.26	6.771	6.122	5.406	5.693			5.693		4.614
kW Input	195	192.2	187.8	193.8	189.3	185.7	190.5			190.7		158.2
HP Input	261.5	257.7	251.8	259.9	253.9	249	255.5			255.7		212.1
Pump Speed, RPM	1778			1778			1778			1780		1787
Motor Load %	120.3	118.6	115.8	119.5	116.8	114.6	117.5			119.6		102
kWh/Acre Ft.	747	796	857	687	742	825	803			804		823
Overall Plant Eff., %	65.2	64.8	63.5	68.8	69.7	66.3	64.7			65.5		62.8

Improved Plant Eff., %	70%	70%	70%	70%	70%	70%
Improved kWh/Acre Ft.						739.0
Potential Savings, \$						\$1,200

Note: For more detailed information pertaining to pump test results, please refer to Pump Test Results and Cost Analysis Letters

Customer: SONRISE FARMS

[illegible]

*The kW on-peak activity factor represents how the kW impacts the SCE system during on-peak periods as determined by SCE's agricultural and water pumping customers' average load profiles.

The savings used for incentive calculations is 65% of on-peak kW

Customer: SONRISE FARMS

Multiple Point Test Summary

Pumping Plant Name	DOCTORS RCH #2	DOCTORS RCH #2	DOCTORS RCH #2	DOCTORS RCH #2	DOCTORS RCH #2
Test Date	12/6/2004	12/22/2005	12/20/2006	12/17/2007	12/23/2008
Pump Tester Name	RICK KOCH	RICK KOCH	RICK KOCH	RICK KOCH	RICK KOCH
CSS Service Account	015-0771-37	015-0771-37	015-0771-37	015-0771-37	015-0771-37
Meter Number	PO726K-2089	349M-8383	349M-10839	349M-1098	349M-1098
Reference Number	25802	25802	25802	25802	25802
Rate	TOU-PA-B	TOU-PA-B	TOU-PA-B	TOU-P-S-1-AP	TOU-PA-B-1
Average \$ Cost/kWh	0.11678	0.11243	0.16386	0.10372	0.10772
Type	TW	TW	TW	TW	TW
Motor HP	200	200	200	200	200
Motor Mfg.	US	US	US	US	US
Pump Mfg.	L&B	L&B	L&B	L&B	L&B

Test Points	T-1	T-2	T-3	T-1	T-2	T-3	T-1	T-2	T-3	T-1	T-2	T-3	T-1	T-2	T-3
Discharge Pressure, PSI	74			76.5			77.5			74			77		68.5
Suction Pressure, PSI															
Drawdown, Ft.															
Pumping Level, Ft.															
Standing Level, Ft.	311.6			315.6			314			320.4			323.4		333.4
Discharge Head Ft.	170.9			176.7			179			170.9			177.9		158.2
Suction Head Ft.															
Total Head Ft.															
Customer GPM															1030
Capacity GPM	587			1050			1042			1058			1002		986
GPM/Ft. Drawdown, Ft.															
Acre Ft./24 Hour	2.595			4.641			4.606			4.676			4.429		4.358
kW Input	145.7			151.1			156.4			151.6			149.3		149.6
HP Input	195.4			202.6			209.7			203.3			200.2		200.6
Pump Speed, RPM	1785			1786			1788			1787			1788		1787
Motor Load %	94			97.5			100.9			97.8			96.3		96.5
kWh/Acre Ft.	1348			782			815			778			809		824
Overall Plant Eff., %															

Improved Plant Eff., %															
Improved kWh/Acre Ft.															
Potential Savings, \$															

Note: For more detailed information pertaining to pump test results, please refer to Pump Test Results and Cost Analysis Letters

Pumping Plant Name / Test Date	Pump Location	CSS Service Account #	Motor Hp	kWh / Year	kW	Annual Acres Ft.	Ave \$ / Acres Ft.	Annual Cost	Test Eff. %	Impr. Eff. %	kWh Annual Savings	*kW Savings	Impr. Annual Cost	Est. \$ Annual Savings	Potential kWh Incentive	Potential kW Incentive *	Total Potential Incentive
DOCTORS RCH #2 12/6/2004	42201 60TH ST EAST	015-0771-37	200	189,684	145.7	141	\$157.42	\$22,151									
DOCTORS RCH #2 12/22/2005	42201 60TH ST EAST	015-0771-37	200	291,060	151.1	372	\$87.87	\$32,724									
DOCTORS RCH #2 12/20/2006	42201 60TH ST EAST	015-0771-37	200	70,428	156.4	86	\$133.57	\$11,540									
DOCTORS RCH #2 12/17/2007	42201 60TH ST EAST	015-0771-37	200	200,088	151.6	257	\$80.71	\$20,753									
DOCTORS RCH #2 12/23/2008	42201 60TH ST EAST	015-0771-37	200	335,820	149.3	415	\$87.17	\$36,175									
DOCTORS RCH #2 9/1/2011	42201 60TH ST EAST	035-9683-87	200	166,168	149.6	190	\$127.74	\$24,209									
ANNUAL ACRE FEET PUMPED FROM WHEEL #2																	
FOR 6 YEAR PERIOD THAT SO. CALIF. EDISON																	
MEASUREMENTS ARE AVAILABLE EQUALS																	
1461 = 244 ACRES FEET PER YEAR																	
6																	

*The kW on-peak activity factor represents how the kW impacts the SCE system during on-peak periods as determined by SCE's agricultural and water pumping customers' average load profiles.
The savings used for incentive calculations is 65% of on-peak kW

(2A)

PUMP #2

MOTOR # 349M001095

ACCT# 015-0771-37

2A ASSESSOR # 3386-028-007

3386-028-007

KWHR USAGE MONTHLY 2007

JAN - 71

FEB - 8,355

MAR - 26,974

APR - 29,326

MAY - 17,132

JUNE - 46,009

JULY - 54,943

AVG - 17,081

SEPT - 0

OCT - 0

NOV - 0

DEC - 0

200,091 YEAR KWHR USAGE

$$\text{FACTOR} \frac{\text{KWHRS USAGE ANNUAL}}{\text{KWHRS PER ACRE FOOT}} = \frac{200,091}{775} = 258 \text{ Acre Ft}$$

Account Overview For 015-0771-37

Account Profile Information

Name / Address Information

Customer Name: SONRISE FARMS
 Customer Address: 40448 27TH ST W
 PALMDALE, CA 93551
 Service Account Name: SONRISE FARMS
 Service Account Address: 42201 60TH ST E
 LANCASTER, CA 93535

Customer / Account Information

Customer Number: 0-042-7743
 Customer Account Number: 18-104-0401
 Service Account Number: 015-0771-37
 Installed Service Number: 0088-487-54
 Site Number: 00851-21-48
 Premise ID: 4835848
 L. R. Number: 3683423
 Old CIS Number: 52-38-005-7320-01

Service Account Properties

Account Status: ACTIVE
 Direct Access: NO
 Facility SIC: 0161
 Motor Number: 34BM001098
 Motor Phase: 3
 Service Voltage: 480

Annual Summary

(Most recent 12 Months)

Annual kWh Usage: 219,884
 Annual Max kW: 158
 Annual Max kVA: UNAVAILABLE
 Annual Max kVar: 0
 Power Factor: 100.0
 Annual Billed Total: \$23,508.19
 * Average Cents/kWh: \$0.10660

Billing Summary

Data displayed in this report is current as of the date of the most recent billing period seen in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cents/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount, and therefore the average cents/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Terr	kWh Usage	Max kW	Load Factor	LFC Amount	PG / PX Credit	City Tax	Cents / kWh	Billed Amount
07/31/2008	28	TOU-PA-B-I	50,700	158	0.47	\$0.00	\$0.00	\$0.00	\$0.10675	\$5,412.14
07/02/2008	30	TOU-PA-B-I	65,668	154	0.59	\$0.00	\$0.00	\$0.00	\$0.09999	\$6,566.30
06/02/2008	31	TOU-PA-B-I	44,480	168	0.38	\$0.00	\$0.00	\$0.00	\$0.08914	\$3,965.08
05/02/2008	30	TOU-PA-B-I	17,861	155	0.18	\$0.00	\$0.00	\$0.00	\$0.12907	\$2,282.13
04/02/2008	29	TOU-P-S-1-AP	29,919	155	0.28	\$0.00	\$0.00	\$0.00	\$0.08821	\$2,639.19
03/04/2008	32	TOU-P-S-1-AP	11,323	156	0.09	\$0.00	\$0.00	\$0.00	\$0.13087	\$1,481.88
02/01/2008	29	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.68
01/03/2008	31	TOU-P-S-1-AP	113	182	0.00	\$0.00	\$0.00	\$0.00	\$0.81549	\$770.15
12/03/2007	33	TOU-P-S-1-AP	0	2	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$84.90
10/31/2007	30	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.68
10/01/2007	33	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.68
09/29/2007	29	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.68
07/31/2007	32	TOU-P-S-1-AP	17,081	159	0.14	\$0.00	\$0.00	\$0.00	\$0.10821	\$1,814.24
06/29/2007	29	TOU-P-S-1-AP	54,943	181	0.49	\$0.00	\$0.00	\$0.00	\$0.07684	\$4,221.79
05/31/2007	30	TOU-P-S-1-AP	48,009	181	0.40	\$0.00	\$0.00	\$0.00	\$0.07731	\$3,558.81
05/01/2007	29	TOU-P-S-1-AP	17,132	155	0.18	\$0.00	\$0.00	\$0.00	\$0.10718	\$1,836.18
04/02/2007	31	TOU-PA-B	28,526	158	0.28	\$0.00	\$0.00	\$0.00	\$0.11329	\$3,345.09
03/02/2007	30	TOU-PA-B	26,974	159	0.24	\$0.00	\$0.00	\$0.00	\$0.12403	\$3,345.80

The generation calculation is based on an assumed annual base of 27.65% for DWR and 72.15% for SCE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and, or, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and added facilities charges.

Date Prepared: 09/09/2008

Confidential/Proprietary

Page: 1

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Account Overview For 015-0771-37

Billing Summary (continued)

Data displayed in this report is current as of the date of the most recent billing period seen in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cents/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount, and therefore the average cents/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Time	kWh Usage	Max kW	Load Factor	LPC Amount	PE / PX Credit	City Tax	Cents / kWh	Bill Amount
01/31/2007	29	TOU-PA-B	6,355	158	0.08	\$0.00	\$0.00	\$0.00	\$0.10947	\$1,866.56
01/02/2007	29	TOU-PA-B	71	167	0.00	\$0.00	\$0.00	\$0.00	\$9.52690	\$676.41
12/04/2006	33	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
11/01/2006	30	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
10/02/2006	32	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
08/31/2006	29	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
08/02/2006	30	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$44.68
07/03/2006	32	TOU-PA-B	41,845	157	0.35	\$0.00	\$0.00	\$0.00	\$0.15801	\$6,528.32
06/01/2006	29	TOU-PA-B	20,758	169	0.19	\$0.00	\$0.00	\$0.00	\$0.12104	\$2,512.57
05/03/2006	30	TOU-PA-B	7,752	157	0.07	\$0.00	\$0.00	\$0.00	\$0.18262	\$1,415.69
04/03/2006	28	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$43.47
03/06/2006	33	TOU-PA-B	0	1	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.59
02/01/2006	28	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.95
01/04/2006	30	TOU-PA-B	79	152	0.00	\$0.00	\$0.00	\$0.00	\$8.39810	\$663.45
12/05/2005	33	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.95
11/02/2005	33	TOU-PA-B	12,493	157	0.10	\$0.00	\$0.00	\$0.00	\$0.11968	\$1,495.17
09/30/2005	31	TOU-PA-B	43,324	157	0.37	\$0.00	\$0.00	\$0.00	\$0.12152	\$5,264.71
08/30/2005	28	TOU-PA-B	64,480	158	0.81	\$0.00	\$0.00	\$0.00	\$0.10640	\$6,860.59
Total	1,094		610,708			\$0.00	\$0.00	\$0.00		\$69,192.91
Average	30.38		16,994	96	0.15			\$0.00	\$0.11330	\$1,922.03

The generation calculation is based on an assumed annual base of 27.85% for DWR and 72.15% for SCE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and/or, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and added facilities charges.



Confidential/Proprietary Information

October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 17, 2007. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment

Pump:	SIMFL	No: '109948408
Motor:	US	No: 'B01A363R156

Discharge Pressure, PSI	70.0
Standing Water Level, Feet	321.0
Drawdown, Feet	19.7
Discharge Head, Feet	161.7
Pumping Water Level, Feet	340.7
Total Head, Feet	502.4
Capacity, GPM	1,353
GPM per Foot Drawdown	68.7
Acre Feet Pumped in 24 Hours	5.980
kW Input to Motor	193.1
HP Input to Motor	258.9
Motor Load (%)	119.1
Measured Speed of Pump, RPM	1,777
kWh per Acre Foot	775
Overall Plant Efficiency (%)	66.3

DAN L. JOHNSON
Manager
Hydraulic Services

Confidential/Proprietary Information

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October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

PUMPING COST ANALYSIS, Plant: 'DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

The following energy efficiency analysis is presented as an aid to your cost accounting. This is an estimate based on the conditions present during the Edison pump test performed on December 23, 2008, billing history for the past 12 months, and your current rate of TOU-PA-B-1.

Assuming that water requirements will be the same as for the past year, and all operating conditions (annual hours of operation, head above, and water pumping level) will remain the same as they were at the time of the pump test, it is estimated that:

1. Overall plant efficiency can be improved from 65.5% to 70.0%.
2. This can save you up to 29,852 kWh and \$2,916.84 annually.
3. These kWh savings translate to a 13-ton decrease in CO₂ emissions.

	Existing	Plant Efficiency Improved	Savings
Total kWh	465,792	435,940	29,852
kW Input	190.7	178.5	12.2
kWh per Acre Foot	804	753	52
Acre Feet per Year	579.3		
Average Cost per kWh	\$0.10		
Average Cost per Acre Foot	\$78.57	\$73.53	\$5.04
Overall Plant Efficiency (%)	65.5	70.0	
Total Annual Cost	\$45,512.54	\$42,595.70	\$2,916.84

It is sincerely hoped that this information will prove helpful to you, and that your concerns over maintaining optimum energy efficiency will be continued. If you have any questions regarding this report, please contact RICK KOCH at (805)654-7312.

DAN L. JOHNSON
Manager
Hydraulic Services

$$\frac{465,792}{804} = 579 \text{ Acre ft. of water}$$

Confidential/Proprietary Information

SC

October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 23, 2008. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment

Pump:	SIMFL	No: '109948408
Motor:	US	No: 'B01A363R156

Discharge Pressure, PSI	75.5
Standing Water Level, Feet	321.7
Drawdown, Feet	19.0
Discharge Head, Feet	174.4
Pumping Water Level, Feet	340.7
Total Head, Feet	515.1
Capacity, GPM	1,288
GPM per Foot Drawdown	67.8
Acre Feet Pumped in 24 Hours	5.693
kW Input to Motor	190.7
HP Input to Motor	255.7
Motor Load (%)	119.6
Measured Speed of Pump, RPM	1,788
kWh per Acre Foot	804
Overall Plant Efficiency (%)	65.5

DAN L. JOHNSON
Manager
Hydraulic Services

Account Overview For 013-8245-20

Account Profile Information

Name / Address Information

Customer Name: JOHN CALANDRI FARMS
 Customer Address: 0138 W AVENUE MS
 PALMDALE, CA 93551
 Service Account Name: JOHN CALANDRI FARMS
 Service Account Address: 42201 60TH ST E
 LANCASTER, CA 93834

Customer / Account Information

Customer Number: 0-000-6074
 Customer Account Number: 20-382-4085
 Service Account Number: 013-8245-20
 Installed Service Number: 0083-686-22
 Site Number: 00102-04-70
 Premise ID: 4450857
 L. R. Number: 3664036
 Old CIS Number: 52-36-006-731 1-82

Service Account Properties

Account Status: ACTIVE
 Direct Access: NO
 Facility SIC: 0101
 Meter Number: V349N005360
 Meter Phase: 3
 Service Voltage: 480

Annual Summary

(Most recent 12 Months)

Annual kWh Usage: 320,446
 Annual Max kW: 204
 Annual Max kVA: 229
 Annual Max kVAr: 105
 Power Factor: 88.9
 Annual Billed Total: \$29,497.32
 * Average Cents/kWh: \$0.09186

Billing Summary

Data displayed in this report is current as of the date of the most recent billing period seen in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cents/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount and therefore the average cents/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Tarif	kWh Usage	Max kW	Load Factor	LPC Amount	PE / PR Credit	City Tax	Cents / kWh	BB Amount
06/01/2008	30	TOU-PA-B-I	69,704	200	0.48	\$0.00	\$0.00	\$0.00	\$0.10381	\$7,131.81
07/02/2008	29	TOU-P-S-1-AP	79,829	187	0.58	\$0.00	\$0.00	\$0.00	\$0.06697	\$5,349.87
08/03/2008	32	TOU-P-S-1-AP	60,742	200	0.40	\$0.00	\$0.00	\$0.00	\$0.07791	\$4,732.16
09/02/2008	29	TOU-P-S-1-AP	29,625	202	0.21	\$0.00	\$0.00	\$0.00	\$0.09855	\$2,918.91
04/03/2008	31	TOU-P-S-1-AP	40,552	202	0.27	\$0.00	\$0.00	\$0.00	\$0.09890	\$3,998.73
02/03/2008	31	TOU-P-S-1-AP	13,704	204	0.09	\$0.00	\$0.00	\$0.00	\$0.13606	\$1,864.58
02/01/2008	28	TOU-P-S-1-AP	8,779	201	0.07	\$0.00	\$0.00	\$0.00	\$0.15921	\$1,398.87
01/03/2008	31	TOU-P-S-1-AP	17,051	202	0.11	\$0.00	\$0.00	\$0.00	\$0.11818	\$2,015.16
12/03/2007	33	TOU-P-S-1-AP	0	1	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$80.80
10/31/2007	30	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
10/01/2007	32	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
08/30/2007	29	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
08/01/2007	30	TOU-P-S-1-AP	25,697	210	0.17	\$0.00	\$0.00	\$0.00	\$0.10042	\$2,580.44
07/02/2007	31	TOU-PA-7B	78,682	209	0.48	\$0.00	\$0.00	\$0.00	\$0.10773	\$8,260.68
06/01/2007	30	TOU-PA-7B	57,416	201	0.40	\$0.00	\$0.00	\$0.00	\$0.08739	\$5,018.12
05/02/2007	29	TOU-PA-7B	23,500	201	0.17	\$0.00	\$0.00	\$0.00	\$0.12281	\$2,888.14
04/03/2007	29	TOU-PA-7B	33,882	201	0.24	\$0.00	\$0.00	\$0.00	\$0.10821	\$3,675.12
03/05/2007	32	TOU-PA-7B	36,739	202	0.25	\$0.00	\$0.00	\$0.00	\$0.10765	\$4,169.81

The generation calculation is based on an assumed annual loads of 27.85% for DWR and 72.15% for SOE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and, as, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and added fuel line charges.

Account Overview For 013-8245-20

Billing Summary (continued)

Data displayed in this report is current as of the date of the most recent billing period shown in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cents/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount, and therefore the average cents/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Term	kWh Usage	Max kW	Load Factor	LPC Amount	PS / PR Credit	City Tax	Cents / kWh	Bill Amount
02/01/2007	29	TOU-PA-7B	7,897	202	0.08	\$0.00	\$0.00	\$0.00	\$0.20829	\$1,671.81
01/03/2007	30	TOU-PA-7B	171	194	0.00	\$0.00	\$0.00	\$0.00	\$4.87234	\$833.17
12/04/2006	33	TOU-PA-7B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
11/01/2006	30	TOU-PA-7B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
10/02/2006	32	TOU-PA-7B	2,853	197	0.02	\$0.00	\$0.00	\$0.00	\$0.95789	\$2,828.33
09/01/2006	29	TOU-PA-7B	13,481	199	0.10	\$0.00	\$0.00	\$0.00	\$0.27418	\$3,680.44
08/02/2006	30	TOU-PA-7B	39,101	200	0.27	\$0.00	\$0.00	\$0.00	\$0.13848	\$5,398.60
07/03/2006	31	TOU-PA-7B	50,118	201	0.34	\$0.00	\$0.00	\$0.00	\$0.12377	\$6,203.29
06/02/2006	30	TOU-PA-7B	28,224	201	0.19	\$0.00	\$0.00	\$0.00	\$0.10605	\$3,049.60
05/03/2006	29	TOU-PA-7B	12,477	187	0.09	\$0.00	\$0.00	\$0.00	\$0.14478	\$1,808.41
04/04/2006	28	TOU-PA-7B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$43.47
03/03/2006	32	TOU-PA-7B	0	1	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$43.84
02/02/2006	28	TOU-PA-7B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.85
01/04/2006	30	TOU-PA-7B	188	199	0.00	\$0.00	\$0.00	\$0.00	\$4.84223	\$872.74
12/05/2005	33	TOU-PA-7B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.85
11/02/2005	33	TOU-PA-7B	15,789	202	0.10	\$0.00	\$0.00	\$0.00	\$0.11784	\$1,863.38
09/30/2005	31	TOU-PA-7B	56,974	200	0.38	\$0.00	\$0.00	\$0.00	\$0.10158	\$5,788.13
08/30/2005	29	TOU-PA-7B	79,271	202	0.64	\$0.00	\$0.00	\$0.00	\$0.09045	\$8,888.88
Total	1,088		660,074			\$0.00	\$0.00	\$0.00		\$87,179.83
Average	30.44		24,447	145	0.17			\$0.00	\$0.11042	\$2,899.44

The generation calculation is based on an assumed annual loads of 27.85% for DWR and 72.15% for SCE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and, or, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and other facilities charges.

PUMP # 1 - YEAR 2008

KwHr USAGE FOR TOTAL YEAR - 465,792

KwHr / ACRE FOOT - - - - - 804

$$\frac{\text{KwHr TOTAL USAGE}}{\text{KwHr PER ACRE FOOT}} = \frac{465,792}{804} = 579 \text{ ACRE FEET}$$

Confidential/Proprietary Information

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October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

PUMPING COST ANALYSIS, Plant: 'DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

The following energy efficiency analysis is presented as an aid to your cost accounting. This is an estimate based on the conditions present during the Edison pump test performed on December 23, 2008, billing history for the past 12 months, and your current rate of TOU-PA-B-1.

Assuming that water requirements will be the same as for the past year, and all operating conditions (annual hours of operation, head above, and water pumping level) will remain the same as they were at the time of the pump test, it is estimated that:

1. Overall plant efficiency can be improved from 65.5% to 70.0%.
2. This can save you up to 29,852 kWh and \$2,916.84 annually.
3. These kWh savings translate to a 13-ton decrease in CO₂ emissions.

	Existing	Plant Efficiency Improved	Savings
Total kWh	465,792	435,940	29,852
kW Input	190.7	178.5	12.2
kWh per Acre Foot	804	753	52
Acre Feet per Year	579.3		
Average Cost per kWh	\$0.10		
Average Cost per Acre Foot	\$78.57	\$73.53	\$5.04
Overall Plant Efficiency (%)	65.5	70.0	
Total Annual Cost	\$45,512.54	\$42,595.70	\$2,916.84

It is sincerely hoped that this information will prove helpful to you, and that your concerns over maintaining optimum energy efficiency will be continued. If you have any questions regarding this report, please contact RICK KOCH at (805)654-7312.

DAN L. JOHNSON
Manager
Hydraulic Services

Confidential/Proprietary Information



October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 23, 2008. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment

Pump:	SIMFL	No: '109948408
Motor:	US	No: 'B01A363R156

Discharge Pressure, PSI	75.5
Standing Water Level, Feet	321.7
Drawdown, Feet	19.0
Discharge Head, Feet	174.4
Pumping Water Level, Feet	340.7
Total Head, Feet	515.1
Capacity, GPM	1,288
GPM per Foot Drawdown	67.8
Acre Feet Pumped in 24 Hours	5.693
kW Input to Motor	190.7
HP Input to Motor	255.7
Motor Load (%)	119.6
Measured Speed of Pump, RPM	1,780
kWh per Acre Foot	804
Overall Plant Efficiency (%)	65.5

DAN L. JOHNSON
Manager
Hydraulic Services

TIERRA BONITA LAND CO. (3A)

WELL PUMP #2 - YEAR 2008 - 415 ACRE FEET

TOTAL KWHR USAGE - 335,820

KWHr PER ACRE FOOT - 809

$$\text{FACTOR} - \frac{\text{KWHRS USAGE}}{\text{KW PER ACRE FOOT}} = \frac{335,820}{809} = 415 \text{ ACRE FEET}$$

Confidential/Proprietary Information

3B

May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 23, 2008. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment		
Pump:	L&B	No: NO SERIAL
Motor:	US	No: B10R488AMB1

Results	
Discharge Pressure, PSI	77.0
Standing Water Level, Feet	323.4
Drawdown, Feet	
Discharge Head, Feet	177.9
Pumping Water Level, Feet	
Total Head, Feet	
Capacity, GPM	1,002
GPM per Foot Drawdown	
Acre Feet Pumped in 24 Hours	4.429
kW Input to Motor	149.3
HP Input to Motor	200.2
Motor Load (%)	96.3
Measured Speed of Pump, RPM	1,788
kWh per Acre Foot	809
Overall Plant Efficiency (%)	

We were unable to measure the water levels with our sounder line and the air line is inoperative or missing. Therefore, we are unable to determine the total pumping head and overall plant efficiency. The standing level was measured down through the pump column.

DAN L. JOHNSON
Manager
Hydraulic Services

Confidential/Proprietary Information

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May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

PUMPING COST ANALYSIS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

The following energy efficiency analysis is presented as an aid to your cost accounting. This is an estimate based on the conditions present during the Edison pump test performed on December 23, 2008, billing history for the past 12 months, and your current rate of TOU-PA-B-I.

	<u>Existing</u>
Total kW	335,820
kW Input	149.3
kWh per Acre Foot	809
Acre Feet per Year	415.0
Average Cost per kWh	\$0.11
Average Cost per Acre Foot	\$87.17
<hr/>	
Total Annual Cost	\$36,174.53

It is sincerely hoped that this information will prove helpful to you, and that your concerns over maintaining optimum energy efficiency will be continued. If you have any questions regarding this report, please contact RICK KOCH at (805)654-7312.

DAN L. JOHNSON
Manager
Hydraulic Services

TIERRA BONITA LAND Co.

(1A)

WELL # 2 - YEAR 2005 - 373 Acre
PUMP FEET

TOTAL Kwhr USAGE - 291,060

KWhr per Acre Foot - 782

$$\text{FACTOR} = \frac{\text{Kw Hrs USAGE}}{\text{Kw PER Acre Foot}} = \frac{291,060}{782} = 373 \text{ Acre Feet}$$

Confidential/Proprietary Information

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May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 22, 2005. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment

Pump:	L&B	No:	NO SERIAL
Motor:	US	No:	B10R488AMB1

Results

Discharge Pressure, PSI	76.5
Standing Water Level, Feet	315.6
Drawdown, Feet	
Discharge Head, Feet	176.7
Pumping Water Level, Feet	
Total Head, Feet	
Capacity, GPM	1,050
GPM per Foot Drawdown	
Acre Feet Pumped in 24 Hours	4.641
kW Input to Motor	151.1
HP Input to Motor	202.6
Motor Load (%)	97.5
Measured Speed of Pump, RPM	1,786
kWh per Acre Foot	782
Overall Plant Efficiency (%)	

We were unable to measure the water levels with our sounder line and the air line is inoperative or missing. Therefore, we are unable to determine the total pumping head and overall plant efficiency. The standing level was measured down through the pump column.

DAN L. JOHNSON
Manager
Hydraulic Services

Confidential/Proprietary Information

1C

May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

PUMPING COST ANALYSIS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

The following energy efficiency analysis is presented as an aid to your cost accounting. This is an estimate based on the conditions present during the Edison pump test performed on December 22, 2005, billing history for the past 12 months, and your current rate of TOU-PA-B-I.

	<u>Existing</u>
Total kW	291,060
kW Input	151.1
kWh per Acre Foot	782
Acre Feet per Year	372.4
Average Cost per kWh	\$0.11
Average Cost per Acre Foot	\$87.87
<hr/>	
Total Annual Cost	\$32,723.88

It is sincerely hoped that this information will prove helpful to you, and that your concerns over maintaining optimum energy efficiency will be continued. If you have any questions regarding this report, please contact RICK KOCH at (805)654-7312.

DAN L. JOHNSON
Manager
Hydraulic Services

TIERRA BONITA LAND CO.

(2A)

WELL # 2 - YEAR - 2007

TOTAL KwHR USAGE - 200,088

KwHR PER ACRE FOOT - 788

$$\text{FACTOR} \quad \frac{\text{KwHRS. USAGE}}{\text{KwHR PER ACRE FOOT}} = 254 \quad \text{ACRE FEET}$$

Confidential/Proprietary Information

2B

May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 17, 2007. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

Equipment

Pump:	L&B	No: NO SERIAL
Motor:	US	No: B10R488AMB1

Results

Discharge Pressure, PSI	74.0
Standing Water Level, Feet	320.4
Drawdown, Feet	
Discharge Head, Feet	170.9
Pumping Water Level, Feet	
Total Head, Feet	
Capacity, GPM	1,058
GPM per Foot Drawdown	
Acre Feet Pumped in 24 Hours	4.676
kW Input to Motor	151.6
HP Input to Motor	203.3
Motor Load (%)	97.8
Measured Speed of Pump, RPM	1,787
kWh per Acre Foot	778
Overall Plant Efficiency (%)	

We were unable to measure the water levels with our sounder line and the air line is inoperative or missing. Therefore, we are unable to determine the total pumping head and overall plant efficiency. The standing level was measured down through the pump column.

DAN L. JOHNSON
Manager
Hydraulic Services

Confidential/Proprietary Information

20

May 8, 2009

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

PUMPING COST ANALYSIS, Plant: DOCTORS RCH #2
Location: 42201 60TH ST EAST HP: 200
Cust #: 0-042-7743 Serv. Acct. #: 015-0771-37
Meter: 349M-1098 Pump Ref. #: 25802

The following energy efficiency analysis is presented as an aid to your cost accounting. This is an estimate based on the conditions present during the Edison pump test performed on December 17, 2007, billing history for the past 12 months, and your current rate of TOU-PA-B-I.

	<u>Existing</u>
Total kW	200,088
kW Input	151.6
kWh per Acre Foot	778
Acre Feet per Year	257.1
Average Cost per kWh	\$0.10
Average Cost per Acre Foot	\$80.71
<hr/>	
Total Annual Cost	\$20,753.13

It is sincerely hoped that this information will prove helpful to you, and that your concerns over maintaining optimum energy efficiency will be continued. If you have any questions regarding this report, please contact RICK KOCH at (805)654-7312.

DAN L. JOHNSON
Manager
Hydraulic Services

GENE -

WELL 2

HERE IN 3 MORE DOCUMENTS
ON WATER USAGE FOR YEARS

2005 - 373 ACRE FEET

2007 - 234 ACRE FEET

2008 - 415 ACRE FEET

TOTAL $\overline{1042} \div 3 \text{ YEARS} = 347 \text{ Acre Feet}$

FAX - 1(310) 440-8865

Fax Confirmation Report

Date/Time : JAN-05-2012 10:22AM THU
 Fax Number : 818-347-8670
 Fax Name : WEST HILLS HOSPITAL
 Model Name : Phaser 3635MFP

Total Pages Scanned: 10		Start Time	Duration	Page	Mode	Job Type	Result
No.	Remote Station						
001	13104408865	01-05 10:18AM	03'16	010/010	EC	HS	CP

Abbreviations:

HS: Host Send
 HR: Host Receive
 MS: Mailbox Save
 MP: Mailbox Print

PL: Polled Local
 PR: Polled Remote
 WS: Waiting To Send
 EC: Error Correct

CP: Completed
 FA: Fail
 RP: Report

TS: Terminated by System
 TU: Terminated by User
 G3: Group3

GENE - # WELL 2
 HERE IN 3 MORE DOCUMENTS
 ON WATER USAGE FOR YEARS
 2005 - 373 ACRE FEET
 2007 - 234 ACRE FEET
 2008 - 415 ACRE FEET
 TOTAL $1042 \div 3 \text{ YEARS} = 347 \text{ Acre Feet}$

FAX - 1(310) 440-8865

Final
 #2

2A

LA ASSESSOR # 3386-028-01
007

PUMP #2

MOTOR # 349M001095

ACCT# 015-0771-37

KWHR USAGE MONTHLY

JAN - 71

FEB - 8,355

MAR - 26,974

APR - 29,526

MAY - 17,132

JUNE - 46,009

JULY - 54,943

AVG - 17,081

SEPT - 0

OCT - 0

NOV - 0

DEC - 0

200,091 YEAR KWHR USAGE

FACTOR $\frac{\text{KWHRS USAGE ANNUAL}}{\text{KWHRS PER ACRE FOOT}} = \frac{200,091}{775} = 258 \text{ Acre Ft}$

Account Overview For 015-0771-37

Account Profile Information

Name / Address Information

Customer Name: SONRISE FARMS
 Customer Address: 40448 27TH ST W
 PALMDALE, CA 93531
 Service Account Name: SONRISE FARMS
 Service Account Address: 42201 60TH ST E
 LANCASTER, CA 93535

Customer / Account Information

Customer Number: 0-042-7743
 Customer Account Number: 19-104-0401
 Service Account Number: 015-0771-37
 Installed Service Number: 0088-487-84
 Site Number: 00851-21-48
 Premise ID: 4835848
 L. R. Number: 3683423
 Old CUS Number: 52-38-008-7320-01

Service Account Properties

Account Status: ACTIVE
 Direct Access: NO
 Facility SIC: 0161
 Motor Number: 348M001098
 Motor Phase: 3
 Service Voltage: 480

Annual Summary

(Most recent 12 Months)

Annual kWh Usage: 219,884
 Annual Max kW: 136
 Annual Max kVA: UNAVAILABLE
 Annual Max kVAr: 0
 Power Factor: 100.0
 Annual billed Total: \$23,508.19
 Average Cost/kWh: \$0.10880

Billing Summary

Data displayed in this report is current as of the date of the most recent billing period seen in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cost/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount, and therefore the average cost/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Terr	kWh Usage	Max KW	Load Factor	LFC Amount	PE / PX Credit	City Tax	Costs / kWh	Bill Amount
07/31/2008	28	TOU-PA-B-I	50,700	158	0.47	\$0.00	\$0.00	\$0.00	\$0.10875	\$5,412.14
07/02/2008	30	TOU-PA-B-I	55,668	154	0.50	\$0.00	\$0.00	\$0.00	\$0.09999	\$6,568.30
06/02/2008	31	TOU-PA-B-I	44,480	136	0.38	\$0.00	\$0.00	\$0.00	\$0.08914	\$3,965.08
05/02/2008	30	TOU-PA-B-I	17,581	155	0.18	\$0.00	\$0.00	\$0.00	\$0.12907	\$2,282.13
04/02/2008	28	TOU-P-S-1-AP	29,919	155	0.28	\$0.00	\$0.00	\$0.00	\$0.08821	\$2,638.18
03/04/2008	32	TOU-P-S-1-AP	11,323	158	0.08	\$0.00	\$0.00	\$0.00	\$0.13087	\$1,481.88
02/01/2008	29	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
01/03/2008	31	TOU-P-S-1-AP	113	182	0.00	\$0.00	\$0.00	\$0.00	\$0.81549	\$770.19
12/03/2007	33	TOU-P-S-1-AP	0	2	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$84.90
10/31/2007	30	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
10/01/2007	33	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
09/29/2007	29	TOU-P-S-1-AP	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$75.88
07/31/2007	32	TOU-P-S-1-AP	17,081	158	0.14	\$0.00	\$0.00	\$0.00	\$0.10821	\$1,814.24
06/29/2007	28	TOU-P-S-1-AP	54,943	181	0.48	\$0.00	\$0.00	\$0.00	\$0.07684	\$4,221.79
05/31/2007	30	TOU-P-S-1-AP	46,008	181	0.40	\$0.00	\$0.00	\$0.00	\$0.07731	\$3,558.81
05/01/2007	29	TOU-P-S-1-AP	17,132	158	0.18	\$0.00	\$0.00	\$0.00	\$0.10718	\$1,836.18
04/02/2007	31	TOU-PA-B	29,526	158	0.28	\$0.00	\$0.00	\$0.00	\$0.11329	\$3,345.09
03/02/2007	30	TOU-PA-B	26,974	158	0.24	\$0.00	\$0.00	\$0.00	\$0.12403	\$3,345.80

The generation calculation is based on an assumed annual base of 27.85% for DWR and 72.15% for SCE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and, or, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and added facilities charges.

Date Prepared: 02/09/2008

Confidential/Proprietary

Page: 1

20

Account Overview For 015-0771-37

Billing Summary (continued)

Data displayed in this report is current as of the date of the most recent billing period seen in the Billing Summary section below. Account activity subsequent to this date may impact the data presented in this report.

* The average cents/kWh value is determined by dividing the total bill amount by the total quantity of kWh usage. The total bill amount, and therefore the average cents/kWh, contains all charges including, but not limited to, energy charges, demand charges, service charges, late payment charges, and applicable taxes.

Read Date	Days	Time	kWh Usage	Max KW	Load Factor	LPC Amount	PE / PX Credit	City Tax	Cents / kWh	Bill Amount
01/31/2007	29	TOU-PA-B	8,355	158	0.08	\$0.00	\$0.00	\$0.00	\$0.18947	\$1,866.56
01/02/2007	29	TOU-PA-B	71	157	0.00	\$0.00	\$0.00	\$0.00	\$9.52890	\$676.41
12/04/2006	33	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
11/01/2006	30	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
10/02/2006	32	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
08/31/2006	29	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$63.25
08/02/2006	30	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$44.68
07/03/2006	32	TOU-PA-B	41,845	157	0.35	\$0.00	\$0.00	\$0.00	\$0.15801	\$6,628.32
06/01/2006	29	TOU-PA-B	20,758	159	0.19	\$0.00	\$0.00	\$0.00	\$0.12104	\$2,512.57
05/03/2006	30	TOU-PA-B	7,752	157	0.07	\$0.00	\$0.00	\$0.00	\$0.18262	\$1,415.69
04/03/2006	28	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$43.47
03/06/2006	33	TOU-PA-B	0	1	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.59
02/01/2006	28	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.95
01/04/2006	30	TOU-PA-B	79	152	0.00	\$0.00	\$0.00	\$0.00	\$8.39810	\$663.45
12/05/2005	33	TOU-PA-B	0	0	0.00	\$0.00	\$0.00	\$0.00	\$0.00000	\$47.95
11/02/2005	33	TOU-PA-B	12,493	157	0.10	\$0.00	\$0.00	\$0.00	\$0.11988	\$1,495.17
08/30/2005	31	TOU-PA-B	43,324	157	0.37	\$0.00	\$0.00	\$0.00	\$0.12152	\$5,264.71
08/30/2005	28	TOU-PA-B	64,480	158	0.61	\$0.00	\$0.00	\$0.00	\$0.10640	\$6,860.59
Total	1,094		610,708			\$0.00	\$0.00	\$0.00		\$69,192.81
Average	30.38		16,964	96	0.15			\$0.00	\$0.11330	\$1,922.03

The generation calculation is based on an assumed annual loads of 27.85% for DWR and 72.15% for SCE of total bundled service load.

The information contained in this report may be based on actual historical energy consumption and, or, assumptions regarding future energy consumption patterns and amounts. Assumptions made may include, but are not limited to, changes in rates, operating hours, equipment, weather patterns, service voltage, firm service levels, and added facilities charges.

2D

Confidential/Proprietary Information

October 14, 2011

JOHN A. CALANDRI
SONRISE FARMS
43511 N. 70TH ST. E.
LANCASTER, CA 93535

HYDRAULIC TEST RESULTS, Plant: DOCTORS RCH #
Location: 42201 60TH ST EAST HP: 200
Cust #: 1-020-8188 Serv. Acct. #: 033-0687-73
Meter: V349N-5360 Pump Ref. #: 25801

In accordance with your request, an energy efficiency test was performed on your turbine well pump on December 17, 2007. If you have any questions regarding the results which follow, please contact RICK KOCH at (805)654-7312.

	Equipment	
Pump:	SIMFL	No: '109948408
Motor:	US	No: 'B01A363R156
Discharge Pressure, PSI		70.0
Standing Water Level, Feet		321.0
Drawdown, Feet		19.7
Discharge Head, Feet		161.7
Pumping Water Level, Feet		340.7
Total Head, Feet		502.4
Capacity, GPM		1,353
GPM per Foot Drawdown		68.7
Acre Feet Pumped in 24 Hours		5.980
kW Input to Motor		193.1
HP Input to Motor		258.9
Motor Load (%)		119.1
Measured Speed of Pump, RPM		1,777
kWh per Acre Foot		775
Overall Plant Efficiency (%)		66.3

DAN L. JOHNSON
Manager
Hydraulic Services

PUMP # 3 - L.A. ASSESSOR # 3386-027-001

DIESEL FUEL

" " BILLS FOR 2007 ENCLOSED

GENE : THIS SHOULD BE

IN THE AREA OF

350-400 ACRE FEET.

PETRO LOCK, INC

45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

Farm Tax

Yes No

Date Rec'd

Amt 14,375.57

APR 19 2007
AVP Entered

GL# 6311

Date Paid

CK#

DISPATCH INVOICE

03/20/07

TEL TO :

74090

CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :

0000001

SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

P.O. NUMBER :

INVOICE NO : 14500

RESELLERS # :

EXP CERT # :

WAREHOUSE : 09

TERMS : NET DUE 10 DAYS

BILL DUE : 03/30/07

DELIVERY DATE : 03/20/07

DELIVERY TIME : 0000

PACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
110	ULSD D-DSL 3, NA1993, PGIII 6,463.00 B/L 755179 FREIGHT	6,463.00	6,463.00	2.11350	13,659.55
	LA SPILL FUND	6,463.00	6,463.00	.043900	283.73
	FEDERAL LUST DYED DIESEL	6,463.00	6,463.00	.001190	7.70
	FEDERAL OIL SPILL FEE	6,463.00	6,463.00	.001000	6.46
	EXMPT TAXABLE LA SALES TAX	6,463.00	6,463.00	.001190	7.69
		13,681.40	13,681.40	.030000	410.44
TOTAL INVOICE					14,375.57

NOTE : SR15-4000 GAL/SR16-2463 GAL

Offer

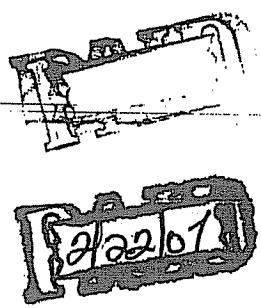
Doctor

JMS

*** RETAIN THIS INVOICE FOR YOUR RECORDS ***

*** A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) ***
*** WILL BE CHARGED ON OVERDUE ACCOUNTS ***

on utilities



PETRO LOCK, INC
45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

Farm Tax ☒ Yes ☐ No
Date Rec'd FEB 13 2007 Amt 16,496.00
A/P Entered FEB 22 2007 GL# 6371
Date Paid _____ CK# _____

DISPATCH INVOICE

02/06/07

BILL TO :
74090
CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :
0000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

P O NUMBER :
INVOICE NO : 14413
RESELLERS # :
EXP CERT # :
WAREHOUSE : 09

TERMS : NET DUE 10 DAYS

BILL DUE : 02/16/07
DELIVERY DATE : 02/06/07
DELIVERY TIME : 0000

RACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
4015	ULSD D-DSL 3, NA1993, PGIII B/L 783422	7,363.00	7,363.00	2.12700	15,661.10
	FREIGHT		7,363.00	.046100	339.43
	CA SPILL FUND		7,363.00	.001190	8.77
	FEDERAL LUST DYED DIESEL		7,363.00	.001000	7.36
	FEDERAL OIL SPILL FEE		7,363.00	.001190	8.76
	EXMPT TAXABLE LA SALES TAX		15,685.99	.030000	470.58
TOTAL INVOICE					16,496.00

NOTE : SR15(40 & K)3400 GAL/SR16(60 & L)4000 GAL

Coffer

Doctor

JMS

per gal 2.24

*** RETAIN THIS INVOICE FOR YOUR RECORDS ***

*** A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) ***
*** WILL BE CHARGED ON OVERDUE ACCOUNTS ***

Kremin-

Fax

818-676-4388

The following are answers to your questions from yesterday:

Diesel Engine is a QSX15-P425.

Engine Number is 79027257 with 400 horsepower

The Diesel Engine has been operated during the last 10 years and more specifically for 2011 and 2012 as follows:

	Crop	Acres	Co-Efficient	Estimated Acre Feet	TOTAL
2011	Potatoes	60	3.35	201.00	
2011	Grain	60	3.01	180.60	
					382
2012	Potatoes	60	3.35	201.00	
2012	Grain	60	3.01	180.60	
					382
For 2013 proposed 180 acres in grain and 60 to 65 acres in potatoes or carrots					
2013	Grain	180	3.01	541.80	
	Potatoes/Carrots to yet be determined.				

Jake care,

Donna



~~Diesel Pump #3~~
 2011 - 382 Acre Feet of water
 2012 - 382 Acre Feet of water

YEAR 2011 - Pump #3 - Diesel

60 Acres - Potatoes - $60 \times 3.35 = 201$ Acre Ft. water

60 Acres - Grain - $60 \times 3.01 = 181$ Acre Ft. water

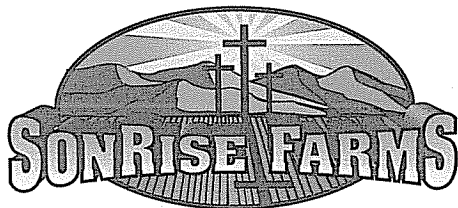
2011 Total - Acre Feet of water 382 Ac. Ft.

YEAR 2012 - Pump #3 Diesel

60 Acres Potatoes - $60 \times 3.35 = 201$ Acre Feet water

60 Acres Grain - $60 \times 3.01 = 181$ Acre Feet water

2012 Total 382 Acre Feet water



Calandri SonRise Farms, LP
43511 N. 70th Street East
Lancaster, CA 93535
661/946-9022
Fax: 661/946-0775

December 15, 2010

Dr. Samuel Kremen
21800 Mary Lee Street Unit 61
Woodland Hills, Ca. 91367

Dear Dr. Kremen

Merry Christmas to you, I hope this letter finds you well.

Please find included with this note your check for \$20,000.00 for the land rent for the 2011 season.

I have not forgotten about the electric invoices you requested for the usage on your property. Our year end planning is almost completed so I should be able to get some information to you early in January.

Thank you for your patience, I wish you many blessings at Christmas and for the New Year as well.

Sincerely,

Donna Fraser
Assistant to John A. Calandri

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[illegible]

EXHIBIT "G"

NOT APPLICABLE
NO STATE WATER USED

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

EXHIBIT "H"

NOT APPLICABLE

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

EXHIBIT "I"

DATA UNDER
EXHIBIT E

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

EXHIBIT "J"

DATA UNDER
EXHIBIT "E"

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

PETRO LOCK, INC

45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

Farm Tax Yes No
Date Rec'd Amt 14,375.57
A/P Entered APR 19 2007 GL# 10311
Date Paid CK#

DISPATCH INVOICE

03/20/07

DEL TO :

74090
CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :

0000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

P O NUMBER :
INVOICE NO : 14500
RESELLERS # :
EXP CERT # :
WAREHOUSE : 09

TERMS : NET DUE 10 DAYS

BILL DUE : 03/30/07
DELIVERY DATE : 03/20/07
DELIVERY TIME : 0000

PACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
110	ULSD D-DSL 3, NA1993, PGI III B/L 755179	6,463.00	6,463.00	2.11350	13,659.55
	FREIGHT		6,463.00	.043900	283.73
	LA SPILL FUND		6,463.00	.001190	7.70
	FEDERAL LUST DYED DIESEL		6,463.00	.001000	6.46
	FEDERAL OIL SPILL FEE		6,463.00	.001190	7.69
	EXMPT TAXABLE LA SALES TAX		13,681.40	.030000	410.44
			TOTAL INVOICE		14,375.57

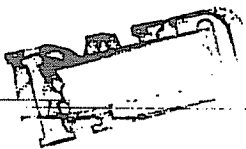
NOTE : SR15-4000 GAL/SR16-2463 GAL

After Doctor
JMS

*** RETAIN THIS INVOICE FOR YOUR RECORDS ***

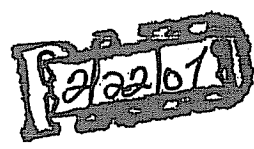
*** A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) ***
*** WILL BE CHARGED ON OVERDUE ACCOUNTS ***

on utilities



PETRO LOCK, INC
45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

Farm Tax Yes No
Date Rec'd FEB 13 2007 Amt 16,496.00
A/P Entered FEB 22 2007 GL# 6371
Date Paid CK#



DISPATCH INVOICE

02/06/07

BILL TO :
74090
CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :
0000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

P O NUMBER :
INVOICE NO : 14413
RESELLERS # :
EXP CERT # :
WAREHOUSE : 09

TERMS : NET DUE 10 DAYS
BILL DUE : 02/16/07
DELIVERY DATE : 02/06/07
DELIVERY TIME : 0000

BACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
1015	ULSD D-DSL 3, NA1993, PGIII B/L 783422	7,363.00	7,363.00	2.12700	15,661.10
	FREIGHT		7,363.00	.046100	339.43
	LA SPILL FUND		7,363.00	.001190	8.77
	FEDERAL LUST DYED DIESEL		7,363.00	.001000	7.36
	FEDERAL OIL SPILL FEE		7,363.00	.001190	8.76
	EXMPT TAXABLE LA SALES TAX		15,685.99	.030000	470.58
TOTAL INVOICE					16,496.00

NOTE : SR15(40 & K)3400 GAL/SR16(60 & L)4000 GAL

Coffer

Doctor

JMS

per gal 2.24

*** RETAIN THIS INVOICE FOR YOUR RECORDS ***

*** A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) ***
*** WILL BE CHARGED ON OVERDUE ACCOUNTS ***

min-
x 818-676-4388

Following are answers to your questions from yesterday:

Engine is a QSX15-P425.
e Number is 79027257 with 400 horsepower

iesel Engine has been operated during the last 10 years and more specifically for 2011 and 2012 as follows:

	Crop	Acres	Co-Efficient	Estimated Acre Feet	
2011	Potatoes	60	3.35	201.00	
2011	Grain	60	3.01	180.60	
2012	Potatoes	60	3.35	201.00	
2012	Grain	60	3.01	180.60	
013 proposed 180 acres in grain and 60 to 65 acres in potatoes or carrots					
2013	Grain	180	3.01	541.80	
	Potatoes/Carrots to yet be determined.				


Jake care,
Donna


EXHIBIT "K"

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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EXHIBIT "L"

DATA UNDER
EXHIBIT E

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

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EXHIBIT "N"

DATA IN
EXHIBIT E

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502

EXHIBIT "O"

NO WATER OTHER
THAN PUMPED
GROUND WATER HAS
BEEN USED ON
TIERRA BONITA RANCH PROPERTY.

LAW OFFICES OF
BEST BEST & KRIEGER LLP
3750 UNIVERSITY AVENUE, SUITE 400
P.O. BOX 1028
RIVERSIDE, CALIFORNIA 92502