

RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Lauterburn	2000	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2000 Lauterburn Total				0
	2001	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2001 Lauterburn Total				0
	2002	carrot	0	4.55	0
		onions	0	5.22	0
		potato	0	3.35	0
	2002 Lauterburn Total				0
	2003	carrot	0	4.55	0
		onion	40	5.22	208.8
		potato	0	3.35	0
	2003 Lauterburn Total				208.8
	2004	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2004 Lauterburn Total				0
Total Lauterburn Groundwater			2000 to 2004		208.8

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

Union

AGRICULTURAL LEASE

THIS LEASE is made and entered into this day, December 4, 2003 by and between WM. BOLTHOUSE FARMS, INC., a Michigan corporation ("Lessor"), and CALANDRI/SON RISE FARMS, LP ("Lessee").

1. The Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the surface of the following described property in the County of Los Angeles, State of California (the "Premises"):

Description:	Desert 34-1S	78 acres
	Yard 33-2 S	89 acres
	Bushneil 10-4 W	40 acres
	Wolsky 10-4	38 acres
	Blum 24-1	119 acres
	Lauterburn 24-2	40 acres
	Avol 23-2	80 acres
	Christoff 25-4	42 acres
	Christoff 25-3	68 acres
	Minn 21-3	80 acres (Land Rent only)
	Minn 21-4 W	97 acres (Land Rent only)
	Minn 23-1	52 acres
	<u>Minn 23-4</u>	<u>83 acres</u>
	Total Acres	906 acres

2. Term. The term of this Lease shall be (1) one crop season, commencing on January 1, 2004 and ending on December 31, 2004.

3. Rent. Rent for the term of this Lease shall be \$125 per acre for land, and \$125 per acre for equipment per crop season; \$204,375 due upon signing (\$113,250 for land rent, \$91,125 for equipment rent).

4. Use of Premises. The Leased premises are to be used by Lessee for the purpose of growing onions; 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.

5. Water. Lessor hereby represents and warrants that there are ^{eight} ~~seven~~ water wells furnishing water to the Premises of the following gallonage: Big Field 33-1 E, 2400 gpm; Brown 34-1 W, 800 gpm; Minn 22-2 E, 1200 gpm; Avol 14-3 S, 1200 gpm; Minn 23-4, 1800 gpm; Bushneil 10-3, 1200 gpm; Christoff 25-3; 1200 gpm.
main 23-3 1200 gpm

Lessee shall have the exclusive right to use the water wells and distribution facilities on the Premises for the uses permitted under this Lease.

Lessor shall, at its sole cost and expense, maintain and repair the above ground portion of the water well(s), including the electric motors, gear heads, diesel engines and fuel tanks where applicable, and distribution facilities, and shall be responsible for all other operational expenses in connection therewith. Lessee shall at its sole cost and expense hire and reimburse WM. Bolthouse Farms, Inc. to service all diesel engines at the manufactures recommended service intervals. Lessor shall be responsible for all underground repair and maintenance. Under no circumstances shall Lessee be required to construct or drill a new well, or to maintain, repair or replace any portions of the existing water wells or related facilities except as provided in the preceding sentences. Water from such facilities shall be used only on the Premises and in the performance of Lessee's obligations hereunder, and such water shall not be exported to other lands without the prior written consent of

Lessor. Lessor at its sole cost and expense shall pay any tax, assessment, pump tax or other charges imposed by public authorities for the furnishing, extraction, availability, or other use of water, and Lessor shall comply with all statutes, rules and regulations relating to the reporting of water extractions.

6. Operations on Premises. All operations conducted on the Premises by Lessee shall be conducted by the Lessee in accordance with the best course of agricultural practice practiced in the geographical vicinity of the Premises and in compliance with all governmental laws, rules and regulations.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority, the State of California, or the United States government. Lessor represents and warrants that all handling, transportation, storage, treatment, or use of Hazardous Material that has occurred on the Premises, if any, prior to the date of this Lease, has been in compliance with all laws and regulations then in existence regulating Hazardous Material, and that the Premises is, as of the day before Lessee came into possession, in compliance with all laws and regulations then in existence regulating the handling, transportation, storage, treatment, use and disposition of Hazardous Material.

7. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on the Premises; and Lessee shall not use or permit the use of the Premises for any unlawful purpose.

8. Insurance Hazards. Lessee shall not commit or permit the commission of any hazardous acts on the Premises, nor use or permit the use of the Premises in any manner that will increase the existing rates for, or cause the cancellation of any insurance policy applicable to the Premises, the improvements and the crops thereon, or to Lessee's operations hereunder.

9. Insurance. Lessee shall at its sole cost and expense maintain during the term hereof broad form comprehensive public liability and property damage insurance covering its personal property on the Premises, insuring Lessee, Lessor and the Premises against loss or damage with a combined, single liability of not less than \$2,000,000 with a reputable insurance carrier. All such policies shall contain an agreement by the insurer that such policies shall not be canceled or modified without at least thirty (30) days' prior written notice to the other party. Each party shall cause a certificate of insurance to be delivered to the other party within ten (10) days after the date of execution of this Lease.

10. Taxes; Personal Property. Lessor shall pay all real property taxes and assessments covering the Premises and the water wells and related facilities on the Premises. Lessee shall pay all personal property taxes and assessments covering its personal property on the Premises. All structures, installations and facilities placed on the Premises by Lessee shall be and remain the property of Lessee so long as this Lease is in effect.

11. Maintenance. Lessee shall at its own cost and expense keep and maintain the Premises, all improvements thereon, and all facilities appurtenant to the Premises in good order and repair and in as safe and clean a condition as it was when received by it from Lessor, reasonable wear and tear excepted, including repair and maintenance of the water facilities as provided in Paragraph 5.

12. Liens. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

13. Lease Subject to Existing Rights of Others. In addition to being subject to all other existing rights of others, this Lease is subject (a) to all existing easements, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways, telegraph, telephone and electric power lines, railroads, pipelines and other purposes; whether recorded or not, and (b) to the rights of the Lessee under any existing oil, gas and mineral lease or leases affecting the Premises or any portion thereof, whether recorded or not.

14. Acts Constituting Default. Any and all of the following actions shall constitute a default of this Lease:

(a) Use of the Premises for any purpose other than as authorized in this Lease; or

(b) Default in the payment of rent or any other sums owing when due if not cured within fifteen (15) days after prior written notice by Lessor to Lessee; or

(c) Abandonment or vacation of Lessee from the Premises; or

(d) A default in the performance of any of the material terms, covenants, and conditions hereof if not cured within thirty (30) days after prior written notice by Lessor to Lessee.

15. Remedies Upon Default. In the event of a default of this Lease, Lessor shall have all rights and remedies Lessor may have at law, equity or otherwise, including, without limitation, all of the rights and remedies set forth in California Civil Code Section 1951.2.

16. Insolvency of Lessee. The insolvency of Lessee as evidenced by a receiver being appointed to take possession of all, or substantially all, of the property of the Lessee, the making of a general assignment for the benefit of creditors by Lessee, or the adjudication of Lessee as a bankruptcy under the Federal Bankruptcy Act, shall terminate this Lease and entitle Lessor to re-enter and regain possession of the Premises.

17. Agricultural Programs. Lessee may enter into any governmental or privately arranged soil conservation, cropping, and/or crop control agreements or programs without Lessor's prior written consent only so long as any such agreement or program does not place an encumbrance, lien, or charge on or against the Premises or otherwise affect the use or title to the Premises beyond the term of this Lease.

18. Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning the Premises, this Lease, or the rights and duties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

19. Construction of Lease. Lessor and Lessee hereby acknowledge and agree that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto. This Lease, and each of its provisions, shall be governed and interpreted in accordance with the law of the State of California.

20. Lessor Representation. Lessor hereby represents and warrants that Lessor has the full right and authority to enter into this Lease, and that the persons signatory to this Lease and any documents executed pursuant to hereto on behalf of Lessor, have full power and authority to bind Lessor and shall duly execute, and if required, acknowledge such documents.

21. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessor at 7200 E. Brundage Lane, Bakersfield, CA 93308, or Lessee at 40445 27th St. West, Palmdale, CA 93351. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

22. Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

23. Time of Essence. Time is expressly declared to be the essence of this Lease.

24. Waiver. The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

25. Entire Agreement. This Lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matter, and each party to this Lease acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other lease, statement, or promise not contained in this Lease shall be valid or binding.

26. Severability. A determination by a Court of competent jurisdiction that any provision of this Lease or any party thereof is illegal or unenforceable, shall not cancel or invalidate the remainder of such provision, or this Lease, which shall remain in full force and effect.

27. Assignment or Sublease. 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 satisfaction of Lessor, and unless the transferee be in all respects a fit and proper person for the purpose of carrying out the obligation under the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate on the day and year first hereinabove set forth.

CALANDRI/SON RISE FARMS, LP

By: _____

Title: _____

WM. BOLTHOUSE FARMS, INC.,
a Michigan Corporation

By: _____

Title: Director of Agricultural Operations

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD
ARCADIA, CA 91006-5872

Office: (626)575-5466 Recorder (NOI) (626)575-5466 FAX: (626)575-5462

601-7948-1088

LANCEN

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-03-191199A

County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536
KEN STACY
JOHN CALANDRI
43933 RYCKEBOSH LANE
LANCASTER, CA 93535

Expiration Date: 12/31/2003
Effective Date: 01/01/2003

Home:
Shop: (661)945-0616
Fax:

Mobile:

Launterburn

Permittee Type	Permit Type	Possession	NOI Method of Submission
Private App	Seasonal	Poss & Use	Phone
Q A Cert	Job	Poss Only	Box
Ag PCO			In Person
Non-Ag			

NOI required 24 hours prior to application

Numb	Pesticide	Pest(s)	Form.	Method(s)	Applicator(s)
1050	CARBARYL	INSECTS	Wettable	Ground	PCO
1980	DIAZINON	INSECTS	Granules	Ground	Grower Employee
2302	DISYSTON	INSECTS	Liquid	Air Ground	PCO
3830	METHOMYL	INSECTS	Wettable	Air Ground	PCO
3940	METHYL PARATHIO	INSECTS	Liquid	Air	PCO
4840	ALUMINUM PHOSPH	RODENTS	Fumigant	Other	Grower
5540	STRYCHNINE	RODENTS	Bait	Other	Grower
6160	METAM SODIUM	SOIL PEST	Liquid	Other	Grower
6260	ZINC PHOSPHIDE	RODENTS	Bait	Other	Grower
6360	2,4-D	WEEDS	Liquid	Air Ground	PCO Grower

***** PESTICIDES CONTINUED ON NEXT PAGE *****

Non-Ag Use:

Conditions: PA-19-012(03)
PA-19-00056 (05)

I understand that this permit does not relieve me from liability for any damage to persons or property caused by the use of these pesticides. I waive any claim of liability for damages against the County Department of Agriculture based on the issuance of this permit. I further understand that this permit may be revoked when pesticides are used in conflict with the manufacturer's labeling or in violation of applicable laws, regulations and specific conditions of this permit. I authorize inspection at all reasonable times and whenever an emergency exists, by the Department of Pesticide Regulation or the County Department of Agriculture of all areas treated or to be treated, storage facilities for pesticides or emptied containers and equipment used or to be used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Sign:

Ken Stacy

Title: Foreman

Issue Date:

1-7-03

Issuing Officer:

Issue Date:

1-7-03

Ken Stacy

SON RISE FARMS
Pesticides continued:

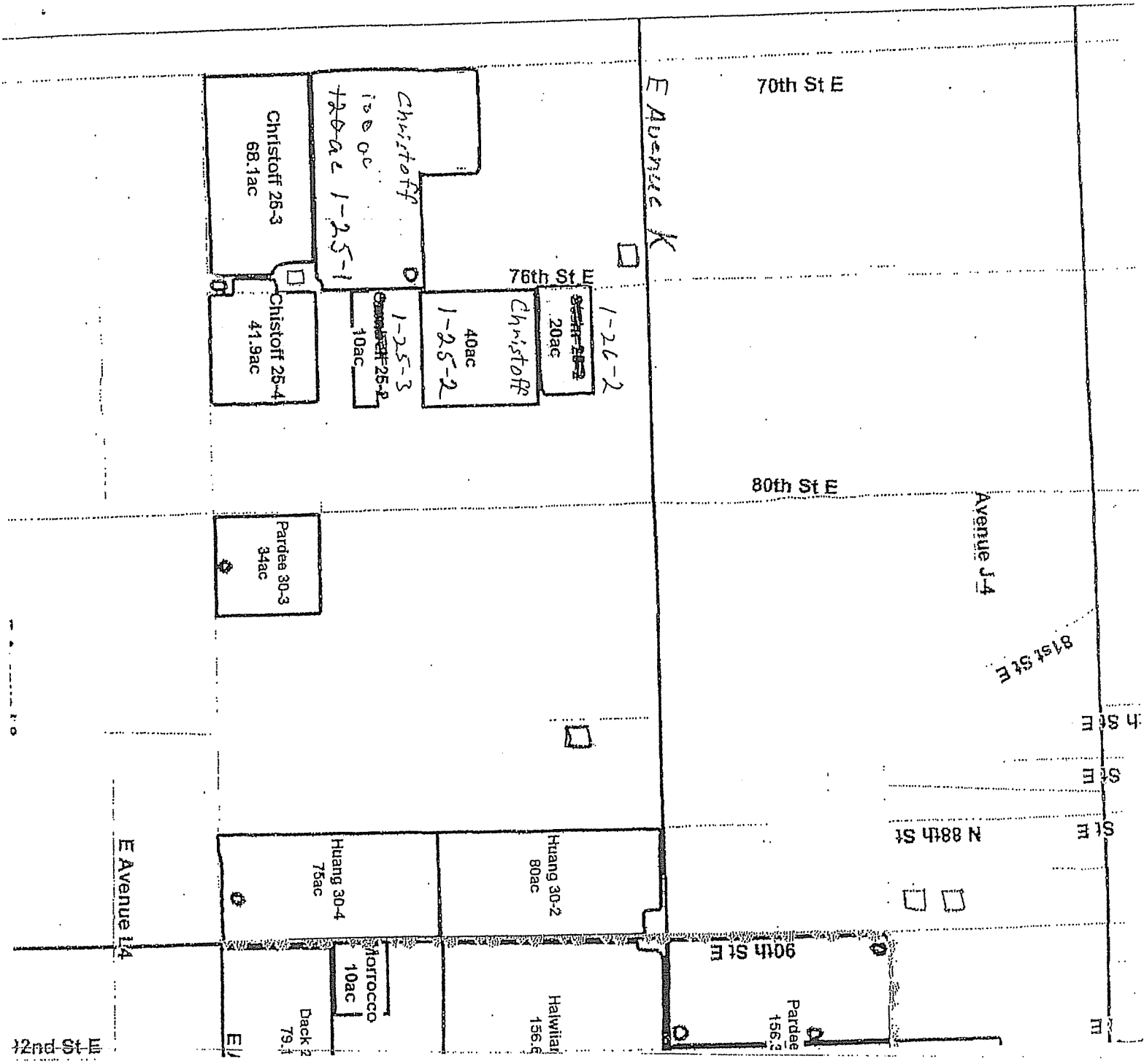
Permit #: 19-03-191199A , /

Numb	Pesticide	Pest(s)	Form.	Method(s)		Applicator(s)	
18011	PARAQUAT	WEEDS	Liquid	Air	Ground	PCO	Grower
19102	VYDATE	NEMATODES	Liquid	Ground		Grower	
20080	PERMETHRIN	INSECTS	All Reg	Air		PCO	
21710	CYPERMETHRIN	INSECTS	Liquid	Air		PCO	
22941	ASANA	INSECTS	Liquid	Air	Ground	PCO	Grower
23250	MCPA	WEEDS	Liquid	Air	Ground	PCO	Grower
99999	NON-PERMIT AG P						

Employees handle pesticides (Y or N) {Y}

WORKSHEET

CROP	RANCH	FINISH DATE	FINISH TIME	ACRES TREATED	SETS	METHOD	RATE/ACRE	CHEMICAL
Crop	Site # + Name		Acres	Dist.	Sect.	Town	Range	Merid.
carrots	1-10-4 Bushnell		99		10	7N	11W	S
carrots	1-10-5 Wolsky		40		10	7N	11W	S
Onions	1-6-3 Lamans		75		6	7N	11W	S
Onions	1-14-3 Avole-North		72		14	7N	11W	S
Onions	1-23-2 Avole-east		80		23	7N	11W	S
Onions	1-22-4 K-55		156		22	7N	11W	S
Onions	1-22-3 K-52		78		22	7N	11W	S
Onions	1-22-1 Topia	40	40		22	7N	11W	S
Onions	1-21-4 K-50		60		21	7N	11W	S
Onions	1-21-1 J-8		75		21	7N	11W	S
Carrots	1-28-1 Coffey Middle		125		28	7N	11W	S
Onions	1-28-2 Coffey		115		28	7N	11W	S
Onions	1-25-1 Christoff	120	120		25	7N	11W	S
Onions	1-25-2 Christoff	40	40		25	7N	11W	S
Carrots	1-34-3 Star-North		75		34	7N	11W	S
Carrots	1-34-4 Docton-west		40		35	7N	11W	S
Carrots	1-35-3 Docton-east		129		35	7N	11W	S
Onions	1-34-1 Desert-north		75		34	6N	9W	S
Onions	1-5-2 Turner-east		85		5	5N	9W	S
Carrots	1-22-5 Harris-west		110		22	8N	13W	S
Carrots	1-23-3 Harris-east		135		23	8N	13W	S
Onions	1-26-2 Christoff	20	20		26	7N	11	S
Onions	1-25-3 Christoff	10	10		25	7N	11W	S



Sonrise Farms



Avenue D

Salamon

64.4ac

Harris N

22-2

155.3ac

Harris W

Harris East

1-23-3

135.1ac

1-22-5
110.0ac

80th Street

70th Street

60th Street

Avenue F

East

West

West

West

West

George J. Wildie

Sonrise Farms

1583

LEBENS

不備

STASSET

607H

Avenue L

Avenue M

Star N
34-3
74.6ac.
34-

Star S
34-3
80.4ac

Doc N
34-4
74.6ac

Doc S
34-4
75.3ac

40 ac
1-34-4

1-35-3
Doc 35-3.
128,7ac

Avenue P-12

Chuka Ave

Lake Los Angeles
Middle Sch

Palmdale Blvd

Huego 29-4
51.7ac

Horse 28-3
124.6ac

Shetler 28-4
142.6ac

Ajamian
40ac

E Avenue R

Back 32-2N
40.3ac

Big Field 33-1N
95.7ac

Yard 33-2N
72.4ac

Desert 34-1N
77.0ac
1-34-1

Back 32-2S
42.7ac

Big Field 33-1S
105.7ac

Yard 33-2S
88.4ac

Desert 34-1S
78.3ac

Brown 34-3
150.9ac

E Avenue S

Turner 5-1W
84.3ac

Turner
East

Turner 5-1 S
42.9ac

1-5-2
85.5ac

E Avenue S4

E Avenue S8

St E

162nd St E

158th St E

159th St E

160th St E

170th St E

171st St E

172nd St E

173rd St E

180th St E

154th St E

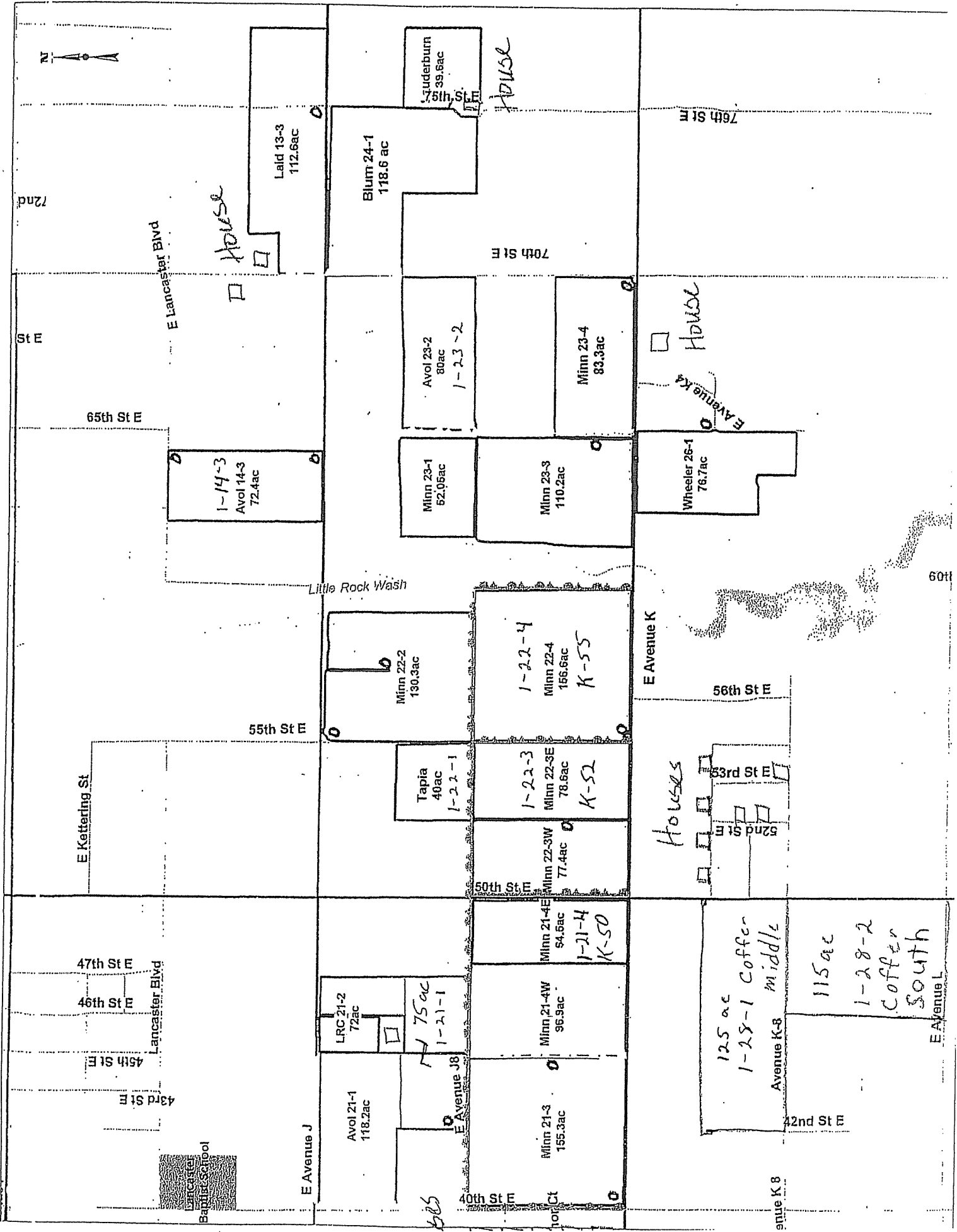
156th St E

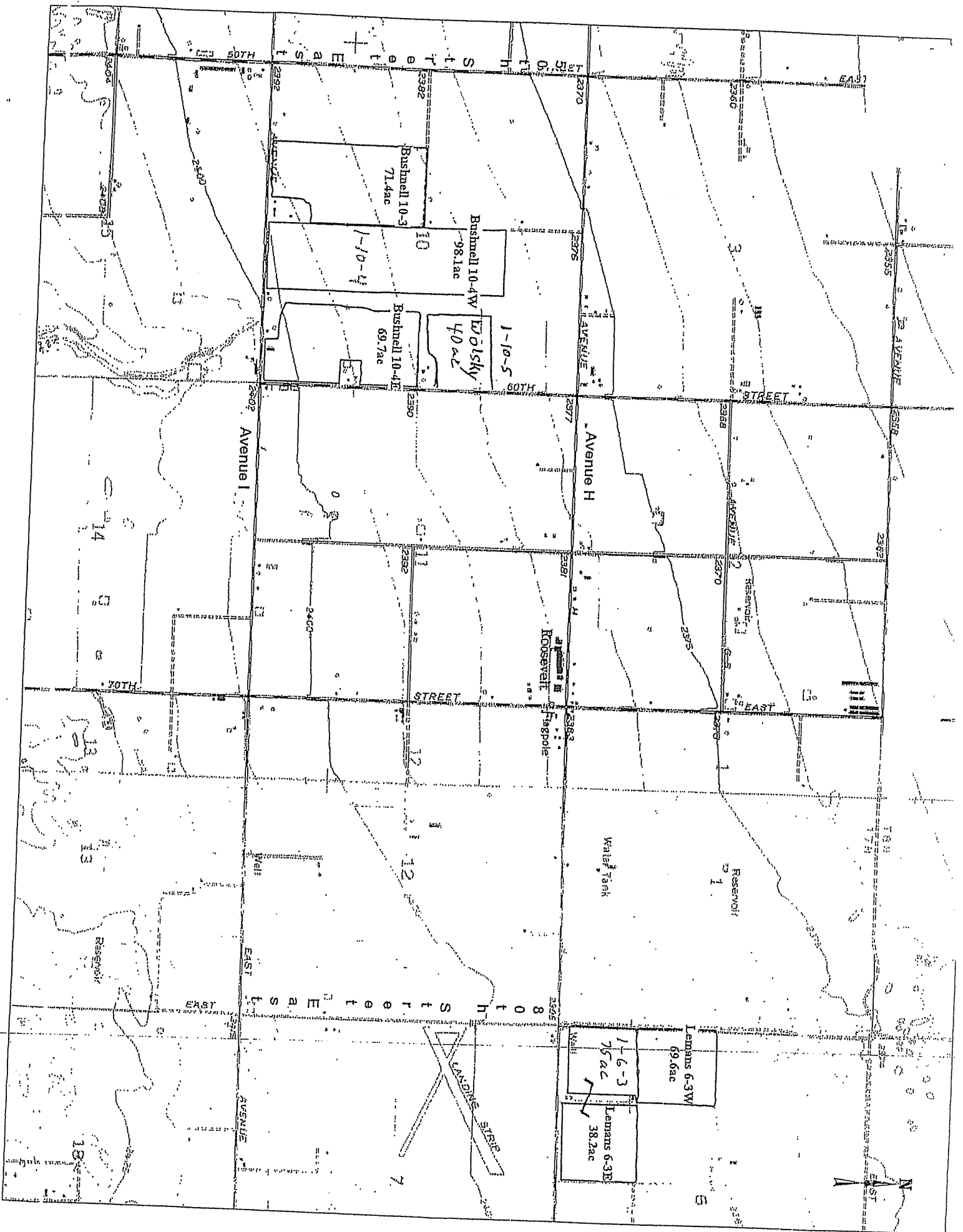
inue Q-7

155th St E

Enfelope Hwy

rd St E
re R-8







RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Lemans	2000	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2000 Lemans Total				0
	2001	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2001 Lemans Total				0
	2002	carrot	0	4.55	0
		onions	0	5.22	0
		potato	0	3.35	0
	2002 Lemans Total				0
	2003	carrot	0	4.55	0
		onion	75	5.22	391.5
		potato	0	3.35	0
	2003 Lemans Total				391.5
	2004	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2004 Lemans Total				0
Total Lemans Groundwater			2000 to 2004		391.5

Lemans
levste

MODIFICATION OF LEASE

120 acres at 80th Street East and Avenue H

THIS AGREEMENT is made December 3, 2003, by and between Leviste Management Systems, Inc., a California Corporation ("Lessor" herein), and Son Rise Farms ("Lessee" herein).

1. RECITALS:

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A".
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) Lessor and Lessee entered into a written Modification of Lease on or about October 16, 2002.
- D) The parties desire to amend the provisions of the Lease and Modification or Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. TERM:

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2004, and ending December 31, 2004 and shall include One Hundred and Twenty (120) rather than Seventy (70) acres.


3. RENTAL:

Rental shall be Eighteen Thousand Dollars (\$18,000.00) annually.

4. CONFIRMATION OF LEASE:

In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

N. R. ORENSE, 12-29-03
Authorized Representative
Leviste Management Systems, Inc.

"Lessee"

Son Rise Farms



A HARTWIG COMPANY

1833 West Avenue J
Lancaster, CA 93534
(661) 948-8424

January 8, 2004

Mr. John A. Calandri
Calandri/Son Rise Farms, LLP
752 West Avenue L
Lancaster, CA 93534

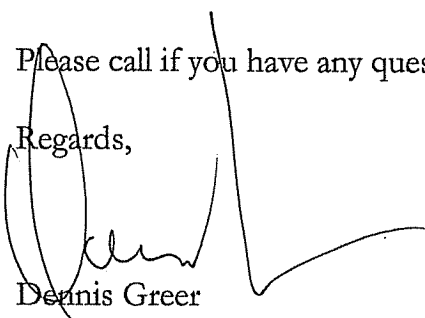
Re: Leviste 120 acres
80th Street East and Avenue H

Dear John A:

Following you will find a copy of the Lessor executed Modification of Lease in connection with the above referenced Lease. I am forwarding the original to you via U. S. Mail.

Please call if you have any questions or comments.

Regards,



Dennis Greer

DG:dkh

FAX TRANSMITTAL COVER PAGE

**COLDWELL BANKER COMMERCIAL
HARTWIG REALTY**
1833 West Avenue J
Lancaster, CA 93534

Dennis Greer

(661) 948-8424 ext. 215 Fax: (661) 793-6602 Pgr. (661) 274-3121

ATTN: John A. Calandri

FAX NUMBER: 723-2410

DATE: 1-8-04

PAGE 1 OF 3

TIME TRANSMITTED: 12:30 pm

Message and or special instructions:



A HARTWIG COMPANY

1833 West Avenue J
Lancaster, CA 93534
(661) 040-3424

January 8, 2004

Mr. John A. Calandri
Calandri/Son Rise Farms, LLP
752 West Avenue L
Lancaster, CA 93534

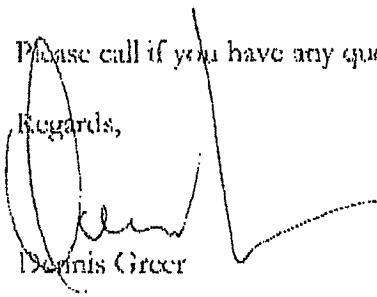
Re: Leaviste 120 acres
80th Street East and Avenue H

Dear John A:

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Please call if you have any questions or comments.

Regards,



Dennis Greer

DG:dkh

MODIFICATION OF LEASE

120 acres at 80th Street East and Avenue H

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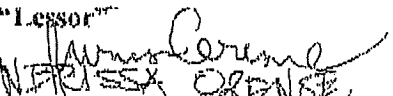
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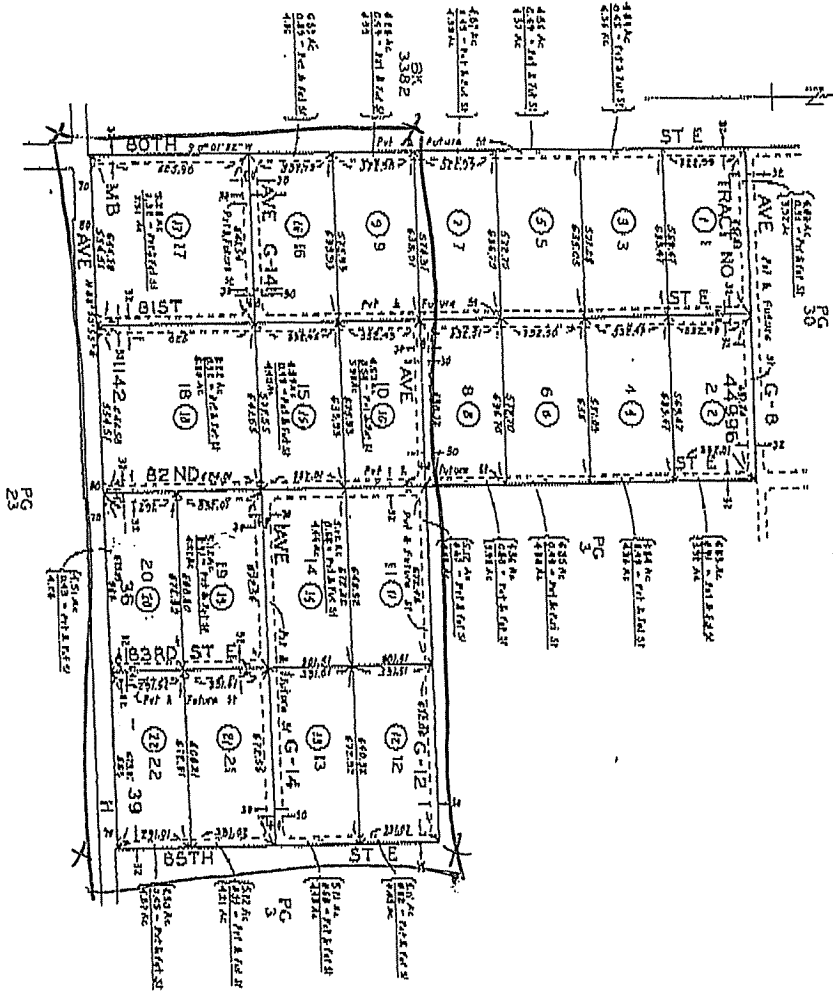
IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"	Date	"Lessee"	Date
 JAMES CORNE, Authorized Representative	12-29-03	_____ Son Rise Farms	
Leviste Management Systems, Inc.			



FAXED
3374
6-22-9 058 850

31
SCALE 1" = 400'
F.A. 3374-3
T.R.A. 3433
OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES



*Dennis - the land
was leased and not
farmed.*

For record dimension of Private & Future
streets see recorded map MB-1197-35-35.

Exhibit "A"

REVISIO
6511607001003-A1

Lamons/Levi

TRANSMISSION VERIFICATION REPORT

TIME : 06/22/2006 07:43
NAME : CALANDRI SONRISE FA
FAX : 6619467586
TEL : 6619469022
SER.# : BROM5J406121

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

06/22 07:43
97936602
00:00:33
02
OK
STANDARD
ECM

John A. Calandri

661-946-9022
Fax (661) 946-7586

TO: <u>Caldwell Bank</u>	ATTENTION: <u>Dennis Drew</u>
FAX: <u>793-10602</u>	DATE <u>6-22-06</u>
RE: <u>Levite</u>	PAGES <u>2</u> (including cover)

<u>Dennis -</u>
<u>I marked an outline</u>
<u>around the leased property!</u>
<u>Donna</u>

Donna Fraser

From: Dennis Greer [greercomm@earthlink.net]
Sent: Friday, June 16, 2006 6:07 PM
To: John A. Calandri
Subject: Leviste Management map

Donna,

Dennis still needs the map from John A. depicting the 70 acres leased during 2003 by Son Rise Farms, from Leviste Management at 80th Street East and Avenue H.

Thanks,

Dee Dee

H-80 ✓ in 02
House was out

FAX TRANSMITTAL COVER PAGE

**COLDWELL BANKER COMMERCIAL
A HARTWIG COMPANY**
43912 20th Street West
Lancaster, CA 93534

Dennis Greer

(661) 948-8424 ext. 319 Fax: (661) 793-6602 Pgr. (661) 274-3121

ATTN: Mr. John A. Calandri

FAX NUMBER: 946-7586

DATE: 6-13-06

PAGE 1 OF 4

TIME TRANSMITTED: 2:10

Message and or special instructions:

John A.,

Please indicate which parcels were included in your 70 acre lease for lease year 2003 with Leviste Management Systems.

Greer

MODIFICATION OF LEASE

70 acres at 80th Street East and Avenue H

THIS AGREEMENT is made October 16, 2002, by and between **Leviste Management Systems, Inc., a California Corporation** ("Lessor" herein), and **Son Rise Farms** ("Lessee" herein).

1. **RECITALS:**

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A".
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) The parties desire to amend the provisions of the Lease and Modification or Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. **TERM:**

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2003, and ending December 31, 2003 and shall include Seventy (70) acres rather than One Hundred and Twenty (120)

3. **RENTAL:**

Rental shall be Ten Thousand Five Hundred Dollars (\$10,500.00) annually.

4. **LESSEE:**

The Lessee shall be changed to Son Rise Farms. Wm. Bolthouse Farms, Inc., shall be released from any further obligations or liabilities in connection with the Lease.

5. **CONFIRMATION OF LEASE:**

In all other respects, said Lease referenced above shall continue in full force and effect.

**IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES
HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.**

"Lessor"

Date

"Lessee"

Date

Son Rise Farms

San Rise Farms

12-11-02

dc



A HARTWIG COMPANY

1833 West Avenue J
Lancaster, CA 93534
(661) 948-8424

December 24, 2003

Ms. Narissa Orense
Leviste Management
1246 1/2 Cahuenga Blvd.
Los Angeles, CA 90038

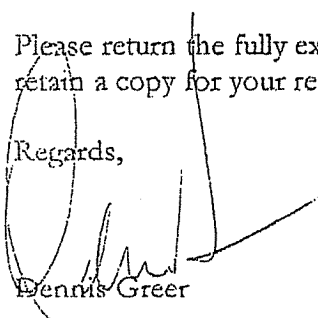
Re: Agricultural Lease

Dear Narissa:

Enclosed you will find the Lease Modification executed by Son Rise Farms along with check No. 7102 in the amount of \$18,000.00.

Please return the fully executed original Lease Modification to me at your earliest opportunity and retain a copy for your records.

Regards,


Dennis Greer

DG:dkh

COPY

MODIFICATION OF LEASE

120 acres at 80th Street East and Avenue H

THIS AGREEMENT is made December 3, 2003, by and between Leviste Management Systems, Inc., a California Corporation ("Lessor" herein), and Son Rise Farms ("Lessee" herein).

1. **RECITALS:**

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A".
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) Lessor and Lessee entered into a written Modification of Lease on or about October 16, 2002.
- D) The parties desire to amend the provisions of the Lease and Modification or Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. **TERM:**

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2004, and ending December 31, 2004 and shall include One Hundred and Twenty (120) rather than Seventy (70) acres.

3. **RENTAL:**

Rental shall be Eighteen Thousand Dollars (\$18,000.00) annually.

4. **CONFIRMATION OF LEASE:**

In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

Date

"Lessee"

Date

Leviste Management Systems, Inc.

Son Rise Farms

Jose Calacal 12-22-03
Mgr/mbu



A HARTWIG COMPANY

1833 West Avenue J
Lancaster, CA 93534
(661) 948-8424

December 1, 2003

Ms. Narissa Orense
Leviste Management Systems, Inc.
1246 1/2 Cahuenga Blvd.
Los Angeles, CA 90038

Via Facsimile (323) 463-0975

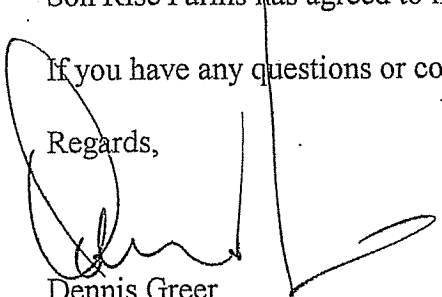
Re: agricultural leases

Dear Narissa:

This letter is written to confirm again that both Wm. Bolthouse Farms and Son Rise Farms will be leasing their respective properties in 2004 that were leased by each in 2003. Additionally, Son Rise Farms has agreed to increase the acreage leased to them by Leviste.

If you have any questions or comments, please feel free to call me.

Regards,



Dennis Greer

DG:dkh

cc: Mr. John A. Calandri
Mr. Derek Yurosek

John A. Calandri
742 West Avenue L
Lancaster, Ca. 93534
661-945-1359
Fax 661-723-2410

Calandri/SonRise Farms, LP

TO: Caldwell Bonker	ATTENTION: Dennis Green
FAX: 661-942-5971	DATE 3-4-05
RE: Lewis Green	PAGES 2 (including cover)

Per your comm. w/ John!



MODIFICATION AGREEMENT

70 acres at 80th Street, East and Avenue H

THIS AGREEMENT is made (October 10, 2002) by and between, Levlina Management Systems, Inc. a California Corporation ("Lessor, hereinafter") and Son Jose Korman ("Lessee, hereinafter")

RECITALS:

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (hereinafter "Lease") on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A"
- B) Lessor and Lessee entered into a written modification of Lease on or about December 2001.
- C) The parties desire to amend the provisions of the Lease and modification of Lease. All other the terms, covenants and conditions hereinafter were fully set forth.

TERM:

The term of the Lease shall be amended for a period of twelve (12) consecutive months beginning January 1, 2002 and ending December 31, 2002 and shall include Seventy (70) acres either less, more, or as amended and to be owned by Lessee.

RENTAL:

Rental shall be Ten Thousand Five Hundred Dollars (\$10,500.00) annually.

LESSEE:

The Lessee shall be changed to Son Jose Korman, Son Jose Korman, Inc., shall be released from any further obligations or liabilities in connection with the Lease.

CONFIRMATION OF LEASE:

In all other respects, said Lease and modification shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

For:

Lessee

Witness

[Signature]

[Signature]

[Signature]

[Signature]

Notarized and signed by the parties to this agreement.

Notarized and signed by the parties to this agreement.

FAX TRANSMITTAL COVER PAGE

COLDWELL BANKER COMMERCIAL
HARTWIG REALTY
1833 West Avenue J
Lancaster, CA 93534

Dennis Greer

(661) 948-8424 ext. 215 Fax: (661) 942-5971 Pgr. (661) 274-3121

ATTN: *Cleo Drense*

FAX NUMBER: *(323) 463-0975*

DATE: *12-11-02*

PAGE 1 OF 2

TIME TRANSMITTED: *4:55*

Message and or special instructions:

Cleo -

*The checks from Son Rise Farms (John A. Celandrie)
and Wm Bolt house Farms will be overnighted
to your Los Angeles office tomorrow.*

Please execute the amended Modification

MODIFICATION OF LEASE

70 acres at 80th Street East and Avenue M

THIS AGREEMENT is made October 16, 2002, by and between Leviste Management Systems, Inc., a California Corporation ("Lessor" herein), and Son Rise Farms ("Lessee" herein).

1. **RECITALS:**

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A"
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) The parties desire to amend the provisions of the Lease and Modification or Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. **TERM:**

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2003, and ending December 31, 2003 and shall include Seventy (70) acres rather than One Hundred and Twenty (120)

3. **RENTAL:**

Rental shall be Ten Thousand Five Hundred Dollars (\$10,500.00) annually.

4. **LESSEE:**

The Lessee shall be changed to Son Rise Farms. Wm. Bolthouse Farms, Inc., shall be released from any further obligations or liabilities in connection with the Lease.

5. **CONFIRMATION OF LEASE:**

In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

Date

"Lessee"

Date

John Coland
Son Rise Farms

12-11-02

ja

MODIFICATION OF LEASE

70 acres at 80th Street East and Avenue H

THIS AGREEMENT is made October 16, 2002, by and between Leviste Management Systems, Inc., a California Corporation ("Lessor" herein), and Son Rise Farms ("Lessee" herein).

1. **RECITALS:**

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A".
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) The parties desire to amend the provisions of the Lease and Modification or Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. **TERM:**

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2003, and ending December 31, 2003 and shall include Seventy (70) acres rather than One Hundred and Twenty (120)

3. **RENTAL:**

Rental shall be Ten Thousand Five Hundred Dollars (\$10,500.00) annually.

4. **LESSEE:**

The Lessee shall be changed to Son Rise Farms. Wm. Bolthouse Farms, Inc., shall be released from any further obligations or liabilities in connection with the Lease.

5. **CONFIRMATION OF LEASE:**

In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

Date

"Lessee"

Date

John Coland 12-11-02
Son Rise Farms JCR

MODIFICATION OF LEASE

70
120 acres at 80th Street East and Avenue II
Joe

THIS AGREEMENT is made October 16, 2002, by and between Leviste Management Systems, Inc., a California Corporation ("Lessor" herein), and Bolthouse Farms, Inc., a Michigan Corporation ("Lessee" herein).

1. RECITALS:

This agreement is made with the following statement of facts:

- A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about November 30, 2000, a copy of which is attached hereto and marked Exhibit "A"
- B) Lessor and Lessee entered into a written Modification of Lease on or about December 2001.
- C) The parties desire to amend the provisions of the Lease and Modification of Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. TERM: Rental Joe

The term of the Lease shall be extended for a period of twelve (12) consecutive months beginning January 1, 2003, and ending December 31, 2003. Rental shall be \$10,500 annual.

3. LESSEE: Joe

The Lessee shall be changed to Son Rise Farms. Wm. Bolthouse Farms, Inc., shall be released from any further obligations or liabilities in connection with the Lease.

4. CONFIRMATION OF LEASE:

In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"

Date

"Lessee"

Date

John A. Calandri 12-11-02
Son Rise Farms

C:\landri\john\luc\modification\leviste 10-16-02

John A. Calandri
742 West Avenue L
Lancaster, Ca. 93534
661-945-1359
Fax 661-723-2410



FAXED
12-11-02
16:15

SON RISE FARMS

TO: <u>Caldwell</u>	ATTENTION: <u>Dennis Green</u>
FAX: <u>942-5971</u>	DATE <u>12-11-02</u>
RE: <u>Leaf Mod</u>	PAGES <u>2</u> (including cover)

Per your request!

Dah!
Saver
Dennis

FAX TRANSMITTAL COVER PAGE

COLDWELL BANKER COMMERCIAL
HARTWIG REALTY
1833 West Avenue J
Lancaster, CA 93534

Dennis Greer

(661) 948-8424 ext. 215 Fax: (661) 942-5971 Pgr. (661) 274-3121

ATTN: John A. Calandri

FAX NUMBER: ~~945-2930~~ 723-2410

DATE: 10/16/02

PAGE 1 OF 4

TIME TRANSMITTED: 4:35 pm

Message and or special instructions:

Following you will find a copy of the
Modification that has been forwarded
to the Landlord.

LEASE

This Lease, made by and between Leviste Management Systems, Inc., a California Corporation, referred to in this Lease as "Lessor", and Wm. Bolthouse Farms, Inc., a Michigan Corporation, 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 twelve (12) consecutive months beginning January 1, 2001 and ending December 31, 2001.

This Lease shall encompass approximately One Hundred Twenty (120) acres ~~Eighty (80) acres~~ known as Tract Map Number 44996 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.

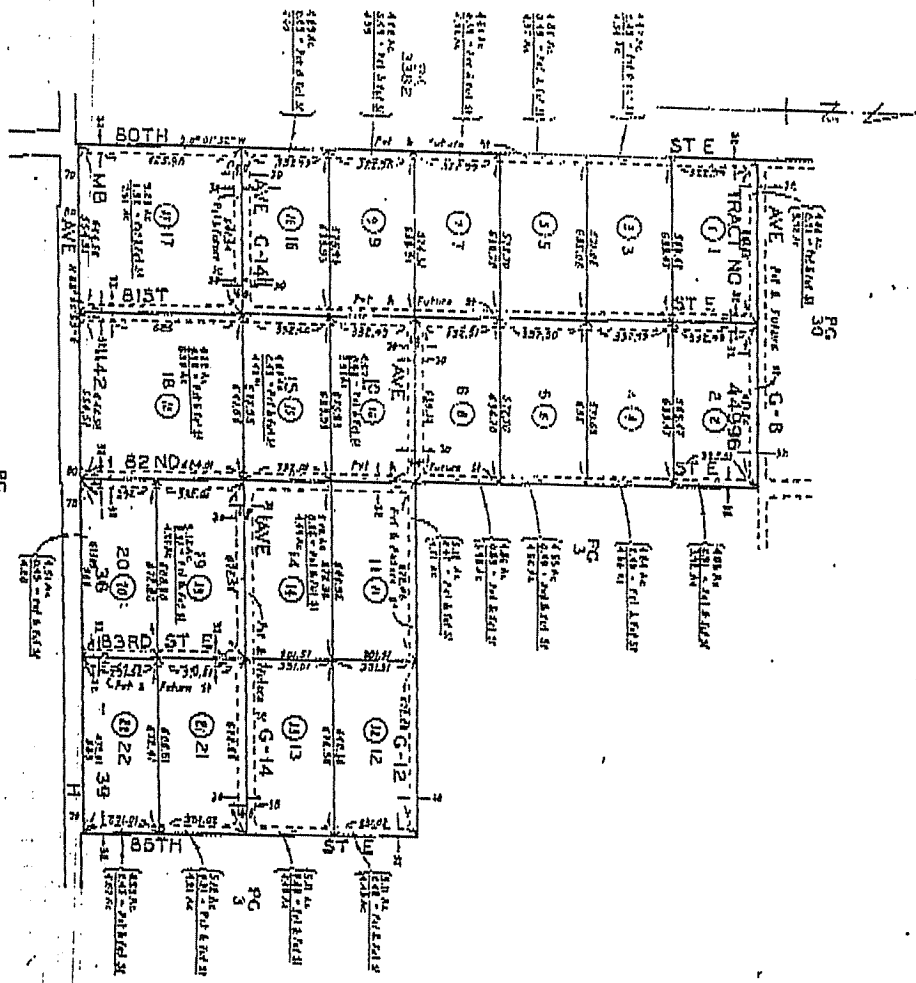
2. Purpose for which Premises are to be Used

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 the sum of Eighteen Thousand (\$18,000.00) ~~Twenty Thousand Dollars (\$20,000.00)~~ approximately \$150.00 per acre, per year, or a total of Eighteen Thousand (\$18,000.00) ~~Twenty Thousand Dollars (\$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.

3374	31	SCALE 1" = 400'	FIG. 3433	OFFICE OF ASSESSOR COUNTY OF LOS ANGELES
PA. 3374-3				



PG 23

For record dimension of Private E. Future streets are recorded map 116-1192-36-39.

Exhibit "A"

REVENUE
23 BUCKINGHAM ST.

*Ave H East
Hammons/Leviste*

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD

ARCADIA, CA 91006-5872

Office: (626)575-5466 Recorder (NOI) (626)575-5466 FAX: (626)440-6852

601-~~948~~ 1088

LANCEN

Arcadia

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-03-191199A

County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536
KEN STACY
JOHN CALANDRI
48933 RYCKEBOSH LANE
LANCASTER, CA 93536

Expiration Date: 12/31/2003
Effective Date: 01/01/2003

Lamons

Home:

Shop: (661)945-0616

Fax:

Mobile:

Permittee Type	Permit Type	Possession	NOI Method of Submission
Private App <input checked="" type="checkbox"/>	Seasonal <input checked="" type="checkbox"/>	Poss & Use <input checked="" type="checkbox"/>	Phone <input checked="" type="checkbox"/>
Q A Cert <input type="checkbox"/>	Job <input type="checkbox"/>	Poss Only <input type="checkbox"/>	Fax <input checked="" type="checkbox"/>
Ag PCO <input type="checkbox"/>			Box <input type="checkbox"/>
Non-Ag <input type="checkbox"/>			In Person <input type="checkbox"/>

NOI required 24 hours prior to application

Numb	Pesticide	Pest(s)	Form.	Method(s)	Applicator(s)
1050	CARBARYL	INSECTS	Wettable	Ground	PCO
1980	DIAZINON	INSECTS	Granules	Ground	Grower Employee
2302	DISYSTON	INSECTS	Liquid	Air Ground	PCO
3830	METHOMYL	INSECTS	Wettable	Air Ground	PCO
3940	METHYL PARATHIO	INSECTS	Liquid	Air	PCO
4840	ALUMINUM PHOSPH	RODENTS	Fumigant	Other	Grower
5540	STRYCHNINE	RODENTS	Bait	Other	Grower
6160	METAM SODIUM	SOIL PEST	Liquid	Other	Grower
6260	ZINC PHOSPHIDE	RODENTS	Bait	Other	Grower
6360	2,4-D	WEEDS	Liquid	Air Ground	PCO Grower

***** PESTICIDES CONTINUED ON NEXT PAGE *****

Non-Ag Use:

Conditions: PA-19-012(G3)

PA-19-00056 (05)

I understand that this permit does not relieve me from liability for any damage to persons or property caused by the use of these pesticides. I waive any claim of liability for damages against the County Department of Agriculture based on the issuance of this permit. I further understand that this permit may be revoked when pesticides are used in conflict with the manufacturer's labeling or in violation of applicable laws, regulations and specific conditions of this permit. I authorize inspection at all reasonable times and whenever an emergency exists, by the Department of Pesticide Regulation or the County Department of Agriculture of all areas treated or to be treated, storage facilities for pesticides or emptied containers and equipment used or to be used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Sign:

Ken Stacy

Title: Foreman

Issue Date:

1-7-03

Issuing Officer:

Issue Date:

1-7-03

Ken Stacy

1-7-03

SON RISE FARMS
Pesticides continued:

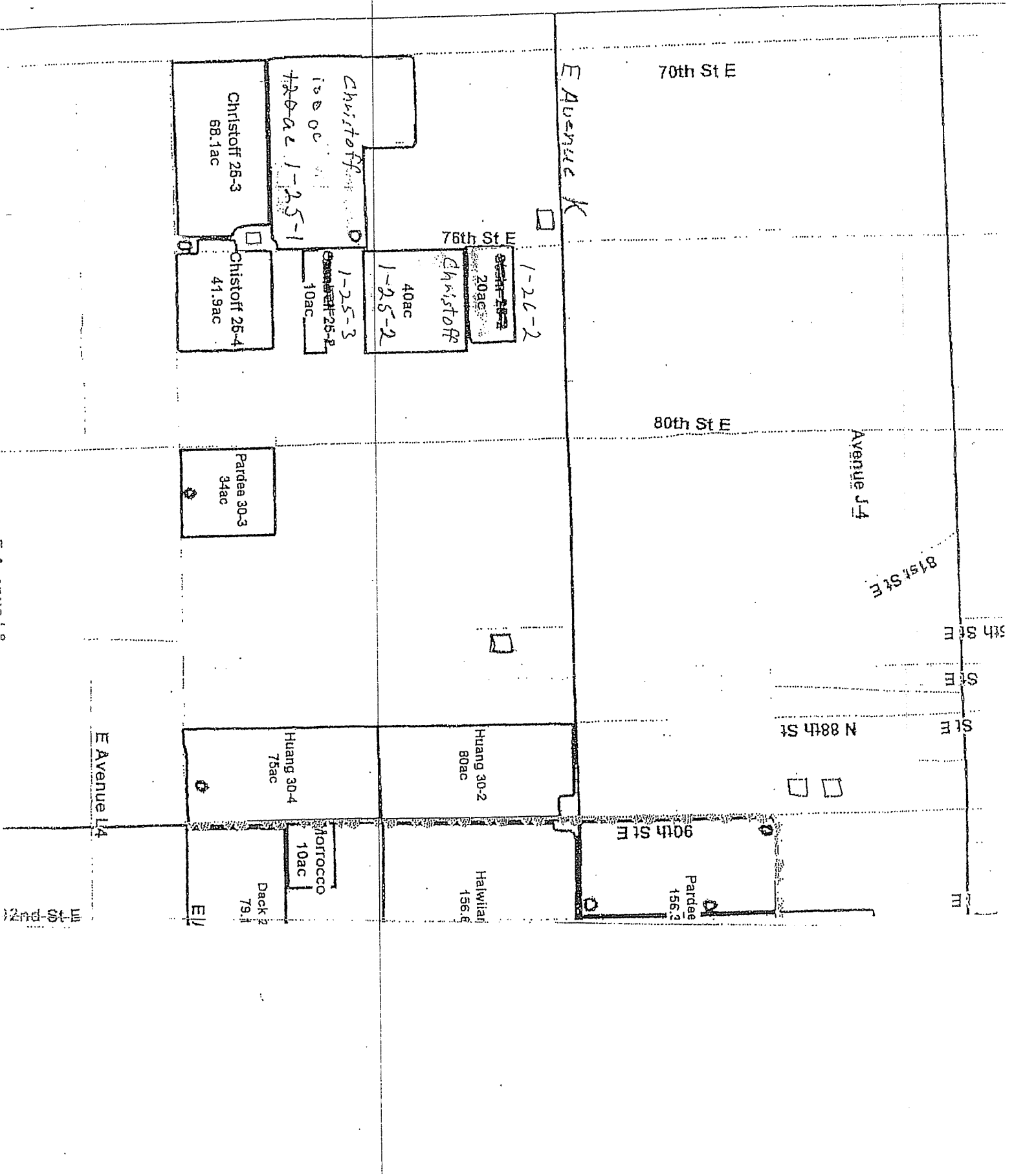
Permit #: 19-03-191199A

Numb	Pesticide	Pest(s)	Form.	Method(s)	Applicator(s)
19011	PARAQUAT	WEEDS	Liquid	Air Ground	PCO Grower
19102	VYDATE	NEMATODES	Liquid	Ground	Grower
00080	PERMETHRIN	INSECTS	All Reg	Air	PCO
11710	CYPERMETHRIN	INSECTS	Liquid	Air	PCO
22041	ASANA	INSECTS	Liquid	Air Ground	PCO Grower
01160	MCPA	WEEDS	Liquid	Air Ground	PCO Grower
00000	NON-PERMIT AG P				

Employees handle pesticides (Y or N) {Y}

GENERAL WORKSHEET

CROP	RANCH	FINISH DATE	FINISH TIME	ACRES TREATED	SETS	METHOD	RATE/ACRE	CHEMICAL
Crop	Site # + Name		Acres	Dist.	Sects.	Town	Range	Merid.
Carrots	1-10-4 Bushnell		99		10	7N	11W	S
Carrots	1-10-5 Wotsky		40		10	7N	11W	S
Onions	1-6-3 Lamans		75		6	7N	11W	S
Onions	1-14-3 Avole-North		72		14	7N	11W	S
Onions	1-23-2 Avole-east		80		23	7W	11W	S
Onions	1-22-4 K-55		156		22	7W	11W	S
Onions	1-22-3 K-52		78		22	7W	11W	S
Onions	1-22-1 Tapia		40		22	7N	11W	S
Onions	1-21-4 K-50		60		21	7W	11W	S
Onions	1-21-1 J-8		75		21	7W	11W	S
Carrots	1-28-1 Coffey middle		128		28	7W	11W	S
Onions	1-28-2 Coffey south		115		28	7N	11W	S
Onions	1-25-1 Christoff	120	120		25	7N	11W	S
Onions	1-25-2 Christoff	40	40		25	7W	11W	S
Carrots	1-34-3 Star-North		75		34	7N	11W	S
Carrots	1-34-4 Docton-west		40		35	7N	11W	S
Carrots	1-35-3 Docton-east		129		35	7N	11W	S
Onions	1-34-1 Desert-north		75		34	6N	9W	S
Onions	1-5-2 Turner-east		85		5	5N	9W	S
Carrots	1-22-5 Harris-west		110		22	8N	13W	S
Carrots	1-23-3 Harris-east		135		23	8W	13W	S
Onions	1-26-2 Christoff	20	20		26	7N	11	S
Onions	1-25-3 Christoff	10	10		25	7W	11W	S
			1,614					



70th St E

E Avenue K

76th St E

80th St E

Avenue J4

81st St E

84th St E

86th St E

88th St E

N 88th St

90th St E

E

Christoff

Lee 1-25-1

Christoff 25-3

68.1ac

1-25-3

Christoff 25-4

41.9ac

Christoff

1-25-2

40ac

1-26-2

20ac

Pardee 30-3

34ac

Huang 30-4

75ac

Huang 30-2

80ac

Halwilar

156.6

Morrocco

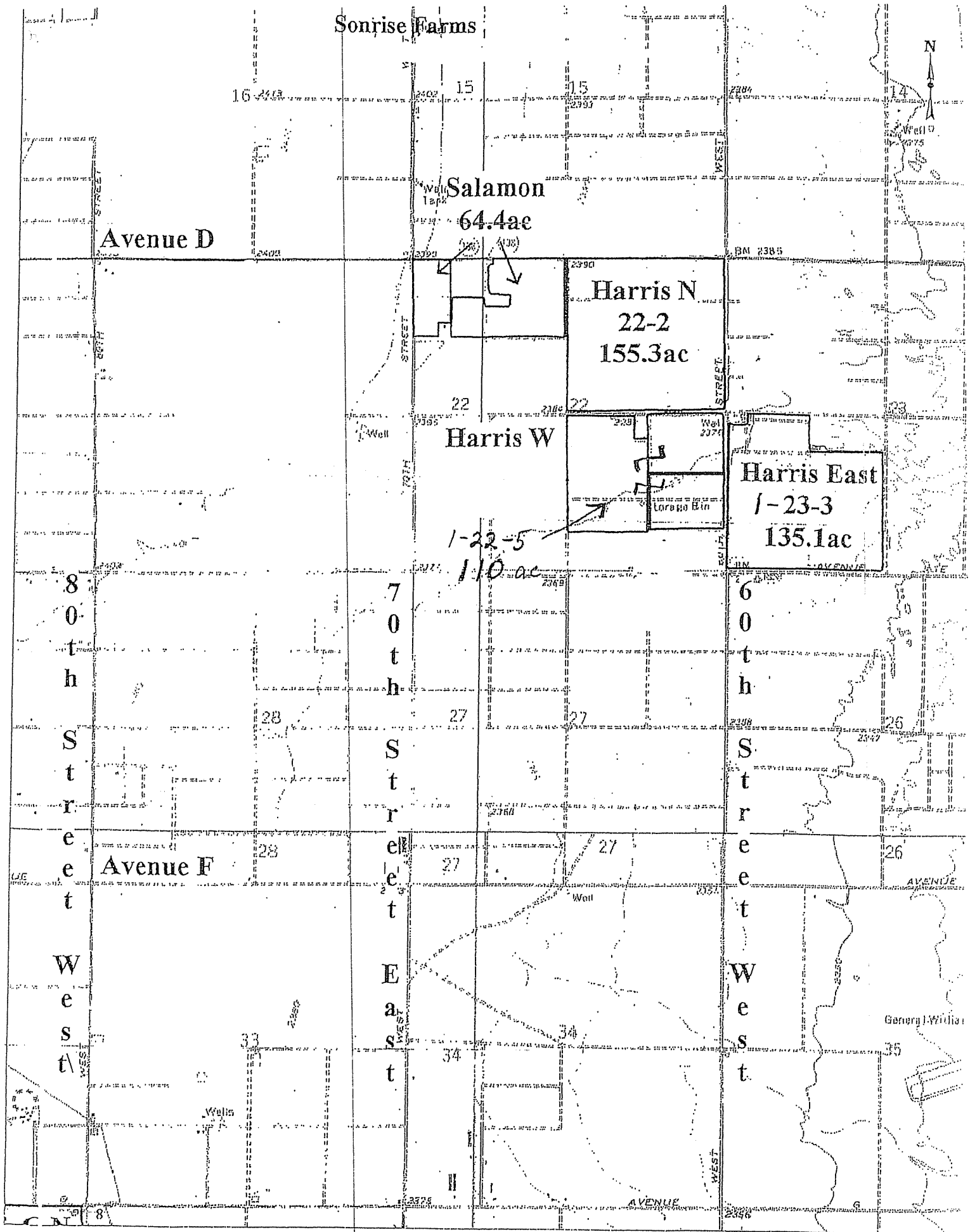
10ac

Dack 79.1

E Avenue I4

E Avenue L4

Sonrise Farms



Avenue D

Salamon
64.4ac

Harris N
22-2
155.3ac

Harris W

Harris East
1-23-3
135.1ac

1-22-5
110.0ac

Avenue F

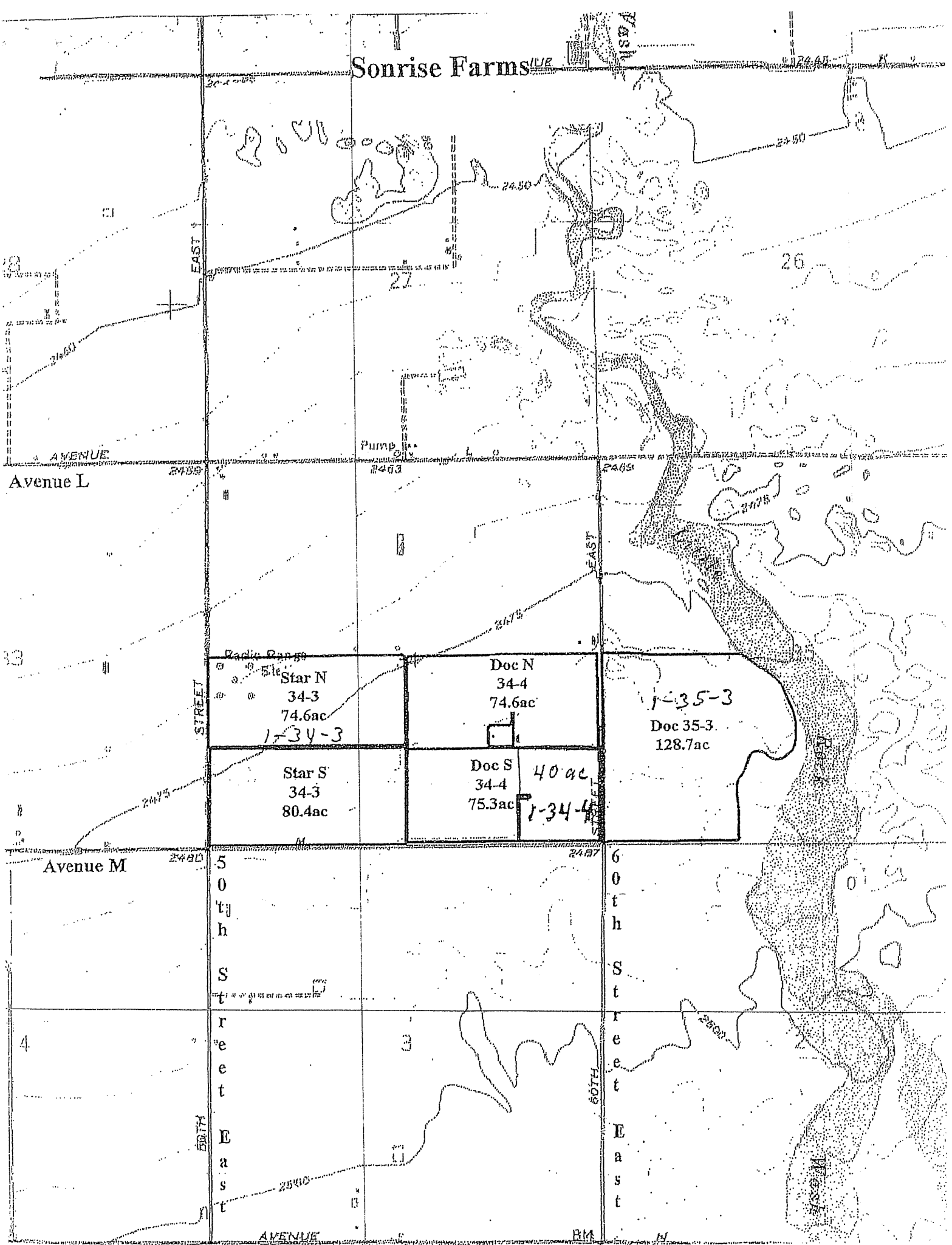
80th Street West

70th Street East

60th Street West

General William

Sonrise Farms



Avenue P-12

Chuka Ave

Lake Los Angeles
Middle Sch

Palmdale Blvd

Huego 29-4
51.7ac

Horse 28-3
124.6ac

Sheller 28-4
142.6ac

Ajamian
40ac

E Avenue R

Back 32-2N
40.3ac

Big Field 33-1N
95.7ac

Yard 33-2N
72.4ac

Desert 34-1N
77.0ac
1-34-1

Back 32-2S
42.7ac

Big Field 33-1S
105.7ac

Yard 33-2S
88.4ac

Desert 34-1S
78.3ac

Brown 34-3
150.9ac

E Avenue S

Turner 5-1W
84.3ac

Turner
EAST

Turner 5-1 S
42.9ac

1-5-2
85.5ac

E Avenue S4

E Avenue S8

162nd St E

158th St E

159th St E

160th St E

165th St E

170th St E

171st St E

172nd St E

173rd St E

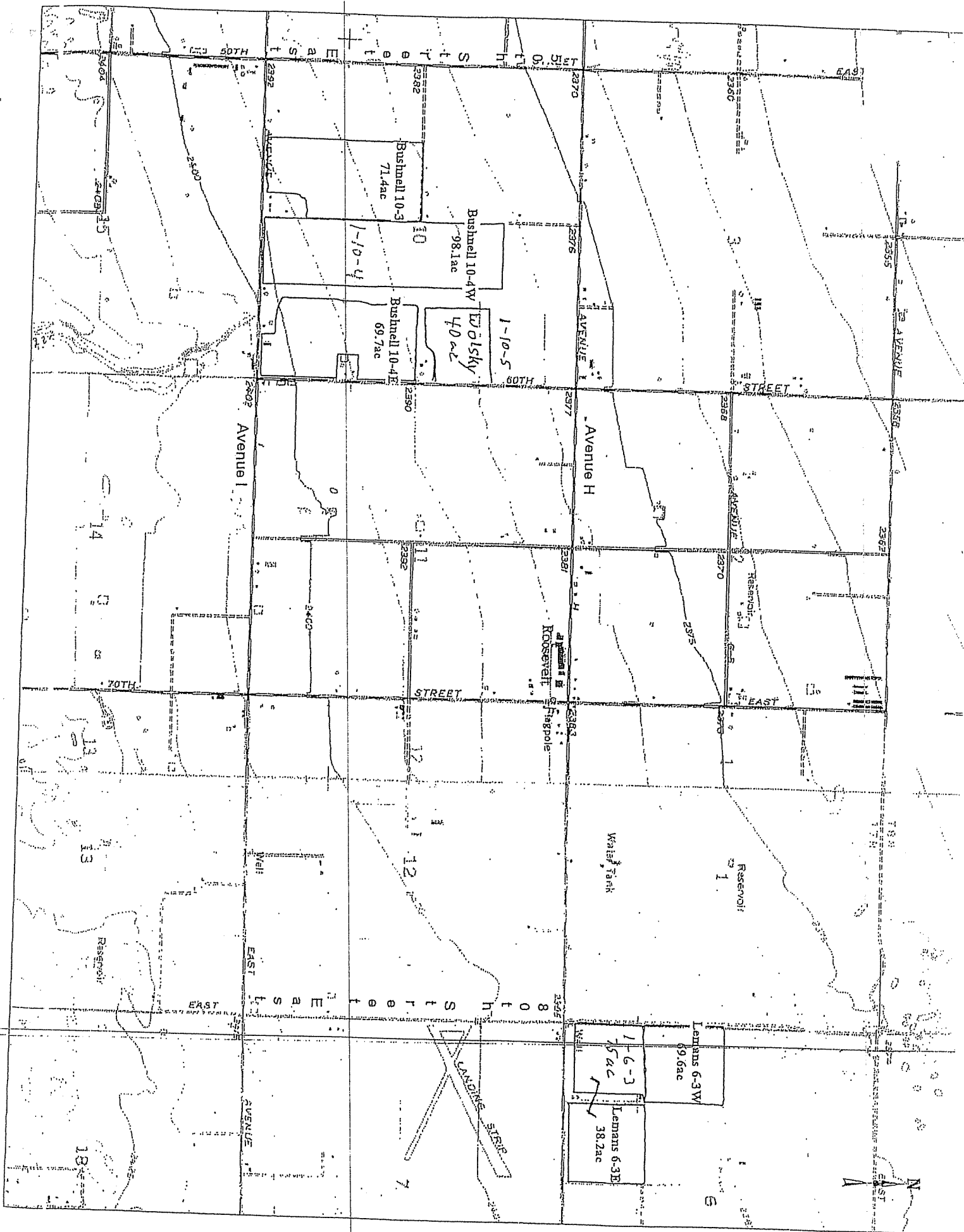
180th St E

154th St E

156th St E

Avenue Q-7

155th St E
156th St E
157th St E
158th St E
159th St E
160th St E
161st St E
162nd St E
163rd St E
164th St E
165th St E
166th St E
167th St E
168th St E
169th St E
170th St E
171st St E
172nd St E
173rd St E
174th St E
175th St E
176th St E
177th St E
178th St E
179th St E
180th St E





Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address

CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared

Jan 15, 2003

Next Meter Read on or about

Feb 13, 2003

Your Customer Account Number

2-24-606-0230

24-hr. Customer Service

1 (800) 896-1245

Service Account

3-021-5615-47

Rotating Outage

Group A050

Rate Schedule

PA-1

NO Billing

Zamons

Billing summary

Current Charges

Current Charges Due 02/03/03

\$

154.46

\$

154.4

Your Total Balance Due

\$

154.4

Your current energy usage

Meter
Number

Dates and Readings
From To

Difference

Multiplier

Usage

ACTUAL READ
P729K-001907

12/30/02 01/14/03
19063 19063

0

40

0 kW

Demand Meter Information

Maximum Demand : 32.0 kW

Usage Comparison

Kilowatt-hour (kWh) used

Number of days

Average usage per day

This Year

Last Year

2 Years Ago

.00

No

No

15

Comparable

Comparable

.00

Usage

Usage

Date Rec'd 1-21-03 Amt. 154.46

AP Entered 1-21-03 GL # 8601

Date Paid 1-23-03 CK # 5125

Did you know. . .

WELCOME TO SOUTHERN CALIFORNIA EDISON

In the box at the top right hand corner of this billing statement you will find your CUSTOMER ACCOUNT NUMBER. When paying your bill, please write this number on your check or money order. Please note that you also have a separate SERVICE ACCOUNT NUMBER. This number identifies the specific location being served. In addition, please take a minute to read the back of this bill for more important information about your billing and service.

We value you as a customer and appreciate the opportunity to serve you.

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

(14-574)

- Please detach stub below and return with your payment -

Service Address
Y/SONRISE FARMS LP
AVENUEH AGR
CASTR CA 93535

Date Bill Prepared
Jan 15, 2003
Next Meter Read on or about
Feb 13, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-1

Detail of current charges: \$154.46

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 12/30/02 to 01/14/03 (15 days) - Winter Season

Customer Charge	\$ 17.6500	$\times 15/30$ days	\$ 8.83
Service Estab Charge			10.00
Service Charge	125 HP	$\times \$2.06000 \times 15/30$ days	128.75
Current Billing Detail Subtotal			\$ 147.58
Los Angeles Co UUT	\$ 137.58	$\times 5.00000\%$	6.88
State Tax	0 kWh	$\times \$0.00020$	0.00

Current Charges Due 02/03/03

\$ 154.46

This bill may be lower than your average bill because this billing period was shorter than normal.

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 9.84

Service Voltage : 480 Volts

Billing Horsepower : 125.0 HP

Of your total charges, Franchise Fees represent : \$1.11

Average Energy Charge during this period is : 0.00 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ (0.01)
Transmission Charges	15.63
Distribution Charges	121.96
Nuclear Decommissioning Charges	0.00
Public Purpose Program Charges	0.00
Other Charges	16.88

Current Charges

\$ 154.46

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.706 cents per kilowatt-hour (kWh) for each kWh it provides.

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Feb 14, 2003
Next Meter Read on or about
March 17, 2003

Service Account 3-021-5615-47 Rotating Outage Group A050 Rate Schedule PA-1

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Billing summary

Lemons - No Billing on worksheet

Amount of Previous Statement 01/15/03	\$	154.46
Payment received 01/28/03 - Thank you	\$	(154.46)
Balance Before Current Charges	\$	0.0
Current Charges	\$	292.75
Current Charges Due 03/05/03	\$	292.75
Your Total Balance Due	\$	292.75

Your current energy usage

Meter Number	Dates and Readings From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	01/14/03 19063	02/12/03 19064	1	40	40 kW

Demand Meter Information
Maximum Demand : 33.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	40.00	No	No
Number of days	29	Comparable	Comparable
Average usage per day	1.38	Usage	Usage

Did you know. . .

Date Rec'd 2-19-03 Amt. 292.75

WELCOME TO SOUTHERN CALIFORNIA Edison 2-21-03 GL # 8601

In the box at the top right hand corner of this billing statement you will find your CUSTOMER ACCOUNT NUMBER. When paying your bill, please write this number on your check or money order. Please note that you also have a separate SERVICE ACCOUNT NUMBER. This number identifies the specific location being served. In addition, please take a minute to read the back of this bill for more important information about your billing and service.

We value you as a customer and appreciate the opportunity to serve you.

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this

(14-574)

- Please detach stub below and return with your payment -

and Service Address
ORY/SONRISE FARMS LP
E AVENUEH AGR
NCASTR CA 93535

Date Bill Prepared
Feb 14, 2003
Next Meter Read on or about
March 17, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-1

Detail of current charges: \$292.75

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 01/14/03 to 02/12/03 (29 days) - Winter Season

Energy Charge	40 kWh	x \$0.12260	\$ 4.90
Customer Charge			17.65
Service Charge	125.0 HP	x \$2.05000	256.25

Current Billing Detail Subtotal	\$ 278.80
---------------------------------	-----------

Los Angeles Co UUT	\$ 278.80 x 5.00000%	13.94
State Tax	40 kWh x \$0.00020	0.01

Current Charges Due 03/05/03	\$ 292.75
------------------------------	-----------

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 9.61

Service Voltage : 480 Volts

Billing Horsepower : 125.0 HP

Of your total charges, Franchise Fees represent : \$2.25

Average Energy Charge during this period is : 13.60 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ 5.16
DWR Bond Charge (B)	0.28
Transmission Charges	28.75
Distribution Charges	244.43
Nuclear Decommissioning Charges	0.03
Public Purpose Program Charges	0.14
Other Charges	13.96

Current Charges	\$ 292.75
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- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.706 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
March 15, 2003
Next Meter Read on or about
March 17, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47 Rotating Outage Group A050 Rate Schedule PA-2

PUMP NAME Lamans SRE COMPANY
INVOICE # n/a POSTED TO SPRD

Billing summary

Amount of Previous Statement 02/14/03	\$	292.75
Payment received 03/03/03 - Thank you	\$	(292.75)
Balance Before Current Charges	\$	0.00
Current Charges	\$	596.31
Current Charges Due 04/03/03	\$	596.31
Your Total Balance Due	\$	596.31

Your current energy usage

Meter Number	Dates and Readings From To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	02/12/03 03/14/03 19064 19123	59	40	2,360 kWh

Demand Meter Information

Maximum Demand : 106.0 kW

Usage Comparison This Year Last Year 2 Years Ago
Kilowatt-hour (kWh) used 2,360.00 No No
Number of days 30 Comparable No
Average usage per day Date Rec'd 3-17-03 Amt 596.31 Usage

Did you know. . .

A/P Entered 3-18-03 GL # 8601

LATE PAYMENT CHARGE RE Date Paid 3-20-03 CK# 5458

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

(14-574)

- Please detach stub below and return with your payment -

Address
SE FARMS LP
H AGR
CA 93535

Date Bill Prepared
March 15, 2003
Next Meter Read on or about
March 17, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
5-021-5615-47 Group A050 PA-2

Detail of current charges: \$596.31

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 02/12/03 to 03/14/03 (30 days) - Winter Season

Facilities Rel Demand	106 kW	x \$3.04000	\$	322.24
Block 1 Energy Charge	2,360 kWh	x \$0.09105		214.88
Customer Charge				30.35
Current Billing Detail Subtotal				\$ 567.47
Los Angeles Co UUT	\$ 567.47	x 5.00000%		28.37
State Tax	2,360 kWh	x \$0.00020		0.47

Current Charges Due 04/03/03 **\$ 596.31**

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 18.93

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$4.59

Average Energy Charge during this period is : 8.08 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$	177.30
DWR Bond Charge (B)		13.29
Transmission Charges		92.37
Distribution Charges		276.56
Nuclear Decommissioning Charges		1.06
Public Purpose Program Charges		6.16
Other Charges		29.57

Current Charges **\$ 596.31**

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.706 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTR CA 93535

Date Bill Prepared
April 16, 2003
Next Meter Read on or about
May 14, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47
Rotating Outage Group A050
Rate Schedule PA-2

Billing summary

PUMP NAME Lamons' SRP COMPANY
INVOICE # _____ POSTED TO SPRD

Amount of Previous Statement 03/15/03	\$	596.31
Payment received 03/24/03 - Thank you	\$	(596.31)
Balance Before Current Charges	\$	0.0
Current Charges	\$	3,797.31
Current Charges Due 05/05/03	\$	3,797.3
Your Total Balance Due	\$	3,797.3

Your current energy usage

Meter Number	Dates and Readings		Difference	Multiplier	Usage
	From	To			
ACTUAL READ P729K-001907	03/14/03 19123	04/15/03 20008	885	40	35,400 kW

Demand Meter Information
Maximum Demand : 108.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	35,400.00	No	No
Number of days	32	Comparable	Comparable
Average usage per day	1,106.25	Usage	Usage

Did you know. . .

A/P Entered 42309 GL # 8601

LATE PAYMENT CHARGE REMINDER
Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

Service Address
ANDRY/SONRISE FARMS LP
7 E AVENUEH AGR
ANCASTR CA 93535

Date Bill Prepared
April 16, 2003
Next Meter Read on or about
May 14, 2003

Service Account 3-021-5615-47
Rotating Outage Group A050
Rate Schedule PA-2

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Detail of current charges: \$3,797.31

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 03/14/03 to 04/15/03 (32 days) - Winter Season

Facilities Rel Demand	108 kW	x \$3.04000	\$ 328.32
Block 1 Energy Charge	32,400 kWh	x \$0.09105	2,950.02
Block 2 Energy Charge	3,000 kWh	x \$0.10035	301.05
Customer Charge			30.35

Current Billing Detail Subtotal	\$ 3,609.74
---------------------------------	-------------

Los Angeles Co UUT	\$ 3,609.74 x 5.00000%	180.49
State Tax	35,400 kWh x \$0.00020	7.08

Current Charges Due 05/05/03	\$ 3,797.31
-------------------------------------	--------------------

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 113.03

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$29.19

Average Energy Charge during this period is : 8.15 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ 2,705.21
DWR Bond Charge (B)	181.60
Transmission Charges	96.09
Distribution Charges	507.55
Nuclear Decommissioning Charges	15.93
Public Purpose Program Charges	92.39
Other Charges	198.54

Current Charges	\$ 3,797.31
------------------------	--------------------

(E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.

(D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.706 cents per kilowatt-hour (kWh) for each kWh it provides.

(B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.

Customer and Service Address

CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared

May 22, 2003

Next Meter Read on or about

June 13, 2003

Your Customer Account Number

2-24-606-0230

24-hr. Customer Service

1 (800) 896-1245

Service Account

3-021-5615-47

Rotating Outage

Group A050

Rate Schedule

PA-2

Billing summary

PUMP NAME Lemons SKE COMPANY
INVOICE # _____ POSTED TO SPRD

Amount of Previous Statement 04/16/03	\$	3,797.31
Payment received 04/28/03 - Thank you	\$	(3,797.31)
Balance Before Current Charges	\$	0.
Current Charges	\$	3,796.78
Current Charges Due 06/10/03	\$	3,796.
Your Total Balance Due	\$	3,796.

Your current energy usage

Meter Number	Dates and Readings From To	Difference	Multiplier	Usage
ESTIMATED P729K-001907	04/15/03 05/14/03 20008 20893	885	40	35,400 k

Demand Meter Information

Maximum Demand : 106.0 kW

Usage Comparison

Kilowatt-hour (kWh) used
Number of days
Average usage per day

This Year

35,400.00

29

31,820.69

Last Year

No

Comparable

Usage

2 Years Ago

No

Comparable

Usage

Did you know. . .

Date Rec'd 6-2-03 Amt. 3,796.78

A/P Entered 6-2-03 GL # 8601

LATE PAYMENT CHARGE REMINDER 6-3-03 CK# 5851

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

WE HAVE CORRECTED YOUR ACCOUNT

This is your corrected bill. We apologize for any inconvenience this may have caused. If you have any questions, please call our 24-hour customer service number listed on your bill.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without

(14-574)

- Please detach stub below and return with your payment -

Service Address
 DRY/SONRISE FARMS LP
 E AVENUEH AGR
 LANCASTER CA 93535

Date Bill Prepared
 May 22, 2003
 Next Meter Read on or about
 June 13, 2003

Your Customer Account Number
2-24-606-0230
 24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Detail of current charges: \$3,796.78

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 04/15/03 to 05/14/03 (29 days) - Winter Season

Facilities Rel Demand	106 kW	x \$3.04000	\$ 322.24
Block 1 Energy Charge	31,800 kWh	x \$0.09105	2,895.39
Block 2 Energy Charge	3,600 kWh	x \$0.10035	361.26
Customer Charge			30.35

Current Billing Detail Subtotal \$ 3,609.24

Los Angeles Co UUT	\$ 3,609.24 x 5.00000%	180.46
State Tax	35,400 kWh x \$0.00020	7.08

Current Charges Due 06/10/03 \$ 3,796.78

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 124.70

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$29.19

Average Energy Charge during this period is : 8.17 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ 2,710.78
DWR Bond Charge (B)	181.60
Transmission Charges	94.35
Distribution Charges	503.22
Nuclear Decommissioning Charges	15.93
Public Purpose Program Charges	92.39
Other Charges	198.51

Current Charges \$ 3,796.78

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.706 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

www.sce.com

Customer and Mailing Address
CALANDRY/SONRISE FARMS LP
742 W AVENUE L
LANCASTER CA 93534

Date Bill Prepared
June 20, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Page 1 of 3

Lamons

Billing summary

Amount of Previous Statement 05/22/03	\$	3,796.78	
Payment received 06/06/03 - Thank you	\$	(3,796.78)	
Balance Before Current Charges	\$		0.00
Current Charges	\$	(1,127.30)	
Current Charges	\$		(1,127.30)
You Have A Credit Balance - Do Not Pay		\$	(1,127.30)

Summary of billing detail

Service Account	Rate Schedule	Service Address	Current Charges
3-021-5615-47 <i>Billing Correction</i> 04/15/03-05/14/03	PA-2 ✓	8167 E AVENUEH AGR LANCASTR, CA	\$ (3,796.78)
3-021-5615-47 <i>Billing Period:</i> 04/15/03-05/14/03	PA-2 ✓	8167 E AVENUEH AGR LANCASTR, CA	\$ 2,669.48

Did you know. . .

NOT JUST ENERGY...

NOT JUST ENERGY...
We are committed to delivering you creative energy services
that add to your comfort and convenience.

Date Rec'd 6-24-03 Amt. _____

A/P Entered _____ GL # _____

Date Paid _____ CK# _____

(14-574)

CSS0620.P5.0008.001089 01 AT 0.292 **C050



CALANDRY/SONRISE FARMS LP
742 W AVENUE L
LANCASTER CA 93534-7119

24 606 0230 00000090 00000000000000000000000000000000

Customer and Service Address:
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared:
June 20, 2003
Next Meter Read on or about:
July 15, 2003

Your Customer Account Number
2-24-606-0230

24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage
Group A050

Rate Schedule
PA-2

Your current energy usage

Meter Number	Date and Reading From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	04/15/03 20008	05/14/03 20608	600	40	24,000 kWh

_____ Demand Meter Information _____
Maximum Demand : 106.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	24,000.00	No	No
Number of days	29	Comparable	Comparable
Average usage per day	827.59	Usage	Usage

Did you know. . .

WE HAVE CORRECTED YOUR ACCOUNT

Your account was billed with an incorrect estimated meter read. This is your corrected bill and is based on actual meter reads. We apologize for any inconvenience this may have caused. If you have any questions, please call our 24-hour customer service number listed on your bill.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

Detail of current charges: \$2,669.48

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 04/15/03 to 05/14/03 (29 days) - Winter Season

Facilities Rel Demand	106 kW	x \$3.04000	\$ 322.2
Block 1 Energy Charge	24,000 kWh	x \$0.09105	2,185.2
Customer Charge			30.3

Current Billing Detail Subtotal \$ 2,537.7

Los Angeles Co UUT	\$ 2,537.79 x 5.00000%	126.8
State Tax	24,000 kWh x \$0.00020	4.8

Current Charges \$ 2,669.4

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 87.68

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$20.52

Average Energy Charge during this period is : 8.08 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ 1,815.1
DWR Bond Charge (B)	123.1

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
June 20, 2003
Next Meter Read on or about
July 15, 2003

Your Customer Account Number
2-24-606-0230

24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Transmission Charges	93.6
Distribution Charges	425.0
Nuclear Decommissioning Charges	10.8
Public Purpose Program Charges	62.6
Other Charges	139.1

Current Charges

\$ 2,669.4

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.472 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTR CA 93535

Date Bill Prepared
June 25, 2003
Next Meter Read on or about
July 15, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47
Rotating Outage Group A050
Rate Schedule PA-2

Billing summary

PUMP NAME Lannons SRF COMPANY
INVOICE # _____ POSTED TO SPRD

Credit from Previous Billing 06/20/03	\$	(1,127.30)
Balance Before Current Charges	\$	(1,127.30)
Current Charges	\$	1,736.75
Current Charges Due 07/14/03	\$	1,736.75

Your Total Balance Due	\$	609.45
-------------------------------	-----------	---------------

Your current energy usage

Meter Number	Dates and Readings From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	05/14/03 20608	06/12/03 20905	297	40	11,880 kWh

_____ Demand Meter Information _____
Maximum Demand : 106.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	11,880.00	No	No
Number of days	29	Comparable	Comparable
Average usage per day	409.66	Usage	Usage

Date Rec'd 7-1-03 Amt. 609.45
A/P Entered 7-7-03 GL # 8601

Did you know. . .

LATE PAYMENT CHARGE REMINDER
Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

(14-574)

- Please detach stub below and return with your payment -



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address
ANDRY/SONRISE FARMS LP
87 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
June 25, 2003
Next Meter Read on or about
July 15, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Detail of current charges: \$1,736.75

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 05/14/03 to 06/12/03 (29 days) - Winter/Summer Season

Summer Time Related	106 kW	x \$5.41000	x 11/29 days	\$	217.52
Facilities Rel Demand	106 kW	x \$3.04000			322.24
Block 1 Energy Charge	11,880 kWh	x \$0.09105			1,081.67
Customer Charge					30.35

Current Billing Detail Subtotal \$ 1,651.78

Los Angeles Co UUT	\$ 1,651.78	x 5.00000%	82.59
State Tax	11,880 kWh	x \$0.00020	2.38

Current Charges Due 07/14/03 **\$ 1,736.75**

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 57.04

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$13.36

Average Energy Charge during this period is : 8.08 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$	898.48
DWR Bond Charge (B)		60.94
Transmission Charges		92.93
Distribution Charges		559.39
Nuclear Decommissioning Charges		5.35
Public Purpose Program Charges		31.01
Other Charges		88.65

Current Charges **\$ 1,736.75**

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.472 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
July 16, 2003
Next Meter Read on or about
Aug 13, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage
Group A050

Rate Schedule
PA-2

PUMP NAME Lamsony SCE COMPANY
INVOICE # POSTED TO SPRD

Billing summary

Amount of Previous Statement 06/25/03	\$	609.45	
Payment received 07/10/03 - Thank you	\$	(609.45)	
Balance Before Current Charges	\$		0.00
Current Charges	\$	10,159.63	
Current Charges Due 08/04/03	\$		10,159.63
Your Total Balance Due	\$	10,159.63	

Your current energy usage

Meter Number	Dates and Readings From	To	Difference	Multiplier	Usage
✓ ACTUAL READ P729K-001907	06/12/03 20905	07/14/03 23150	2245	40	89,800 kWh

Demand Meter Information

Maximum Demand : 109.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	89,800.00	No	No
Number of days	32	Comparable	Comparable
Average usage per day	2,806.25	Usage	Usage

Did you know. . .

Date Rec'd 7-18-03 Amt. 10,159.63

A/P Entered 7-18-03 GL # 4371

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 1.5% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

Customer and Service Address
ANDRY/SONRISE FARMS LP
167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
July 16, 2003
Next Meter Read on or about
Aug 13, 2003

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Detail of current charges: \$10,159.63

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 06/12/03 to 07/14/03 (32 days) - Summer Season

Facilities Rel Demand	109 kW	x \$3.04000	\$	331.36
Summer Time Related	109 kW	x \$5.41000		589.69
Block 1 Energy Charge	32,700 kWh	x \$0.09105		2,977.34
Block 2 Energy Charge	57,100 kWh	x \$0.10035		5,729.99
Customer Charge				30.35
Current Billing Detail Subtotal				\$ 9,658.73
Los Angeles Co UUT	\$ 9,658.73	x 5.00000%		482.94
State Tax	89,800 kWh	x \$0.00020		17.96

Current Charges Due 08/04/03 \$ **10,159.63**

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 302.40

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$78.11

Average Energy Charge during this period is : 8.67 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$	7,322.60
DWR Bond Charge (B)		460.67
Transmission Charges		100.23
Distribution Charges		1,472.60
Nuclear Decommissioning Charges		40.41
Public Purpose Program Charges		234.38
Other Charges		528.74
Current Charges	\$	10,159.63

- (E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.
- (D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.472 cents per kilowatt-hour (kWh) for each kWh it provides.
- (B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Aug 14, 2003
Next Meter Read on or about
Sept 12, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47 Rotating Outage Group A050 Rate Schedule PA-2
PUMP NAME Lamons SR COMPANY
INVOICE # _____ POSTED TO SPRD

Billing summary

Amount of Previous Statement 07/16/03	\$	10,159.63
Payment received 07/24/03 - Thank you	\$	(10,159.63)
Balance Before Current Charges	\$	0.00
Current Charges	\$	7,134.06
Current Charges Due 09/02/03	\$	7,134.06
Your Total Balance Due	\$	7,134.06

Your current energy usage

Meter Number	Dates and Readings		Difference	Multiplier	Usage
	From	To			
ACTUAL READ P729K-001907	07/14/03 23150	08/12/03 24750	1600	40	64,000 kW

Demand Meter Information

Maximum Demand : 109.0 kW

Usage Comparison _____ This Year _____ Last Year _____ 2 Years Ago _____
Kilowatt-hour (kWh) used 64,000.00 No
Number of days 28 Comparable No
Average usage per day 2296.30 Usage

Date Rec'd 8-20-03 28 7/31/03
A/P Entered 8-21-03 GL # 8601

Did you know. . .

LATE PAYMENT CHARGE REMINDER Date Paid 8-22-03 CK # 16345
Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

IMPORTANT INFORMATION

The Rotating Outage Group number shown on the upper portion of your bill may change. Group changes may occur at any time without notice due to electric system operating conditions. While we provide as much outage information as possible, SCE cannot predict exactly when an outage group may be affected.

YOUR BILL REFLECTS A RATE DECREASE ...

(14-574)

- Please detach stub below and return with your payment -

and Service Address
 DRY/SONRISE FARMS LP
 E AVENUEH AGR
 LANCASTR CA 93535

Date Bill Prepared
 Aug 14, 2003
 Next Meter Read on or about
 Sept 12, 2003

Your Customer Account Number
2-24-606-0230
 24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Detail of current charges: \$7,134.06

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 07/14/03 to 08/12/03 (29 days) - Summer Season

Facilities Rel Demand	109 kW	x \$3.04000	\$ 331.36
Summer Time Related	109 kW	x \$5.41000	589.69
Block 1 Energy Charge	12,403 kWh	x \$0.08010	993.48
Block 1 Energy Charge	20,297 kWh	x \$0.09105	1,848.04
Block 2 Energy Charge	11,872 kWh	x \$0.08757	1,039.63
Block 2 Energy Charge	19,428 kWh	x \$0.10035	1,949.60
Customer Charge			30.35

Current Billing Detail Subtotal \$ 6,782.15

Los Angeles Co UUT	\$ 6,782.15 x 5.00000%	339.11
State Tax	64,000 kWh x \$0.00020	12.80

Current Charges Due 09/02/03 \$ 7,134.06

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 234.31

Service Voltage : 480 Volts

Of your total charges, Franchise Fees represent : \$54.85

Average Energy Charge during this period is : 7.93 cents/kWh

2 By rate component:

Procured Energy(E)(D)	\$ 4,747.24
DWR Bond Charge (B)	328.32
Transmission Charges	98.67
Distribution Charges	1,384.95
Nuclear Decommissioning Charges	29.78
Public Purpose Program Charges	173.35
Other Charges	371.75

Current Charges \$ 7,134.06

(E) The Procured Energy Charges reflect the amount included in your rate for recovery of energy procurement and generation costs. Effective September 20, 2001, your ability to enter into new contracts or arrangements to purchase electricity from another supplier was suspended by the California Public Utilities Commission.

(D) These charges include Procured Energy Charges for that portion of your energy usage provided by the Department of Water Resources (DWR) and are being collected by Southern California Edison as an agent for the DWR. DWR is collecting 9.472 cents per kilowatt-hour (kWh) for each kWh it provides.

(B) A portion of electric energy charges is being applied to Department of Water Resources (DWR) Bond Charges. These bonds were issued by DWR to cover the cost of procurement of power for customers during the energy crisis. The DWR Bond Charge reflects the cost of repaying these bonds.



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTR CA 93535

Date Bill Prepared
Sept 13, 2003
Next Meter Read on or about
Oct 14, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47
Rotating Outage Group A050
Rate Schedule PA-2

Billing summary

PUMP NAME LANONS COMPANY
INVOICE # POSTED TO SPRD

Amount of Previous Statement 08/14/03	\$	7,134.06	
Payment received 08/25/03 - Thank you	\$	(7,134.06)	
Balance Before Current Charges	\$		0.00
Current Charges	\$	2,096.56	
Current Charges Due 10/02/03	\$		2,096.56
Your Total Balance Due	\$	2,096.56	

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907✓	08/12/03 24750	09/12/03 25076	326	40	13,040 kWh

Demand Meter Information

Maximum Demand : 109.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	13,040.00	No	No
Number of days	31	Comparable	Comparable
Average usage per day	420.65	Usage	Usage

Did you know. . .

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

YOUR BILL IS UNDER CONSTRUCTION...

SCE is in the process of revising your bill format. As a result, you may see both the old and new formats displayed on your bill this month as we make our transition to the new version. We apologize for any inconvenience this may cause.

AP Entered 9-17-03 GL # 6371
Date Paid 9-18-03 CK# 6519

(14-574)

- Please detach stub below and return with your payment -

and Service Address
ANDRY/SONRISE FARMS LP
 8167 E AVENUEH AGR
 LANCASTER CA 93535

Date Bill Prepared
 Sept 13, 2003
 Next Meter Read on or about
 Oct 14, 2003

Your Customer Account Number

2-24-606-0230

24-hr. Customer Service

1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Detail of current charges: \$2,096.56

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 08/12/03 to 09/12/03 (31 days) - Summer Season

Facilities Rel Demand	109 kW x \$3.04000 x 20/31 days	\$ 213.78
Summer Time Related	109 kW x \$5.41000 x 20/31 days	380.45
Block 1 Energy Charge	8,413 kWh x \$0.08010	673.88
Customer Charge	30.3500 x 20/31 days	19.58
Delivery Related Charges (A)		424.16
Generation Related Charges (B)		282.39
Current Billing Detail Subtotal		\$ 1,994.24
Los Angeles Co UUT	\$ 1,994.24 x 5.00000%	99.71
State Tax	13,040 kWh x \$0.00020	2.61

Current Charges Due 10/02/03	\$ 2,096.56
-------------------------------------	--------------------

(A) Delivery Related Charges		
Facilities Rel Demand	109 kW x \$3.04000 x 11/31 days	\$ 117.58
Summer Time Related	109 kW x \$5.41000 x 11/31 days	209.24
Block 1 Energy Charge	4,627 kWh x \$0.01427	66.03
DWR Bond Charge	4,627 kWh x \$0.00444	20.54
Customer Charge	30.3500 x 11/31 days	10.77
Delivery Subtotal		\$ 424.16
(B) Generation Related Charges		
DWR Generation:		
Block 1 Energy Charge	1,211 kWh x \$0.09734	\$ 117.88
SCE Generation:		
Block 1 Energy Charge	3,416 kWh x \$0.04816	164.51
Generation Subtotal		\$ 282.39

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 64.41

Service Voltage : 480 Volts

Percentage of energy provided by DWR this period : 26.163 %

Of your total charges, Franchise Fees represent : \$16.13

Average Energy Charge during this period is : 2.74 cents/kWh

2 By rate component:

DWR Generation	\$ 117.88
SCE Generation	164.51
Procured Energy	510.67
DWR Bond Charge	63.70
Transmission Charges	95.61
Distribution Charges	994.01
Nuclear Decommissioning Charges	6.39
Public Purpose Program Charges	37.42
Taxes and Other	106.37

Current Charges	\$ 2,096.56
------------------------	--------------------

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Oct 11, 2003
Next Meter Read on or about
Oct 14, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage Group A050

Rate Schedule
PA-2

PLIMP NAME

Lamans ~~SPE~~ COMPANY Copy for CR

INVOICE #

POSTED TO SPRD

Billing summary

Amount of Previous Statement 09/13/03	\$	2,096.56
Payment received 09/24/03 - Thank you	\$	(2,096.56)
Balance Before Current Charges	\$	0.00

Current Charges	\$	(521.87)
Current Charges	\$	(521.87)

You Have A Credit Balance - Do Not Pay	\$	(521.87)
---	-----------	-----------------

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	09/12/03 25076	10/10/03 25081	5	40	200 kwh

Demand Meter Information

Maximum Demand : 109.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	200.00	No	No
Number of days	28	Comparable	Comparable
Average usage per day	7.14	Usage	Usage

Did you know...

VOLUNTARY RENEWABLE ENERGY CONTRIBUTIONS

California air quality can use your help. Look inside the enclosed Customer Connection for information about the Voluntary Renewables Contribution Program.

DEPARTMENT OF WATER RESOURCES CREDIT

The California Public Utilities Commission has ordered this one-time credit because of reduced Department of Water Resources costs associated with the energy crisis.

(14-574)

CSS1010.P2.0182.031860 01 AT 0.292 **C050



CALANDRY/SONRISE FARMS LP
742 W AVENUE L
LANCASTER CA 93534-7119

24 606 0230 00000090 0000000000000000000000000000000000

Meter and Service Address
ANDRY/SONRISE FARMS LP
167 E AVENUEH AGR
LANCASTER CA 93535Date Bill Prepared
Oct 11, 2003
Next Meter Read on or about
Oct 14, 2003Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245Service Account
3-021-5615-47Rotating Outage
Group A050Rate Schedule
PA-2**Detail of current charges: \$ (521.87)**

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 09/12/03 to 10/10/03 (28 days) - Summer/Winter Season

Delivery Related Charges (A)	\$	849.84
Generation Related Charges (B)		12.54
DWR Credit		(1,359.44)
Current Billing Detail Subtotal	\$	(497.06)
Los Angeles Co UUT		(24.85)
State Tax		0.04
	\$ 497.06 x 5.00000%	
	200 kWh x \$0.00020	

Current Charges \$ **(521.87)**

(A) Delivery Related Charges			
Facilities Rel Demand	109 kW x \$3.04000	\$	331.36
Summer Time Related	109 kW x \$5.41000 x 23/28 days		484.39
Block 1 Energy Charge	200 kWh x \$0.01427		2.85
DWR Bond Charge	200 kWh x \$0.00444		0.89
Customer Charge			30.35
Delivery Subtotal		\$	849.84
(B) Generation Related Charges			
DWR Generation:			
Block 1 Energy Charge	10 kWh x \$0.10287	\$	1.03
Block 1 Energy Charge	48 kWh x \$0.09734		4.67
SCE Generation:			
Block 1 Energy Charge	142 kWh x \$0.04816		6.84
Generation Subtotal		\$	12.54

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 0.00

Service Voltage : 480 Volts

Percentage of energy provided by DWR this period : 29.019 %

Of your total charges, Franchise Fees represent : \$4.02

2 By rate component:

DWR Generation	\$	5.70
SCE Generation		6.84
DWR Bond Charge		0.89
Transmission Charges		94.83
Distribution Charges		753.38
Nuclear Decommissioning Charges		0.10
Public Purpose Program Charges		0.57
DWR Credit		(1,359.44)
Taxes and Other		(24.74)

Current Charges \$ **(521.87)**

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Nov 14, 2003
Next Meter Read on or about
Dec 15, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account	Rotating Outage	Rate Schedule
3-021-5615-47	Group A050	PA-2

Billing summary

Credit from Previous Billing 10/11/03	\$	(521.87)
Balance Before Current Charges	\$	(521.87)
Current Charges	\$	386.69
Current Charges	\$	386.69
You Have A Credit Balance - Do Not Pay	\$	(135.18)

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	10/10/03 25081	11/12/03 25083	2	40	80 kWh

Demand Meter Information

Maximum Demand	109.0 kW
----------------	----------

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	80.00	No	No
Number of days	33	Comparable	Comparable
Average usage per day	2.42	Usage	Usage

(14-574)

CSS1114.P5.0010.001198 01 AT 0.292 **C050

CALANDRY/SONRISE FARMS LP
742 W AVENUE L
LANCASTER CA 93534-7119

24 606 0230 00000090 00000000000000000000000000

End Service Address
RY/SONRISE FARMS LP
AVENUEH AGR
ASTR CA 93535

Date Bill Prepared
Nov 14, 2003
Next Meter Read on or about
Dec 15, 2003

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47
Rotating Outage
Group A050
Rate Schedule
PA-2

Detail of current charges: \$386.69

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 10/10/03 to 11/12/03 (33 days) - Winter Season

Delivery Related Charges (A)	\$	363.21
Generation Related Charges (B)		5.05
Current Billing Detail Subtotal	\$	368.26
Los Angeles Co UUT	\$	18.41
State Tax		0.02

Current Charges	\$	386.69
------------------------	-----------	---------------

(A) Delivery Related Charges:			
Facilities Rel Demand	109 kW	x \$3.04000	\$ 331.36
Block 1 Energy Charge	80 kWh	x \$0.01427	1.14
DWR Bond Charge	80 kWh	x \$0.00444	0.36
Customer Charge			30.35

Delivery Subtotal	\$	363.21
-------------------	----	--------

(B) Generation Related Charges:			
DWR Generation:			
Block 1 Energy Charge	22 kWh	x \$0.10287	\$ 2.26
SCE Generation:			
Block 1 Energy Charge	58 kWh	x \$0.04816	2.79

Generation Subtotal	\$	5.05
---------------------	----	------

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 11.16

Service Voltage : 480 Volts

Percentage of energy provided by DWR this period : 27.253 %

Of your total charges, Franchise Fees represent : \$2.98

2 By rate component:

DWR Generation	\$	2.26
SCE Generation		2.79
DWR Bond Charge		0.36
Transmission Charges		94.84
Distribution Charges		267.72
Nuclear Decommissioning Charges		0.04
Public Purpose Program Charges		0.23
Taxes and Other		18.45

Current Charges	\$	386.69
------------------------	-----------	---------------

Customer and Service Address
LANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Dec 18, 2003
Next Meter Read on or about
Jan 15, 2004

Your Customer Account Number
2-24-606-0230

24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage
Group A050

Rate Schedule
PA-1

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	12/30/02 19063	01/14/03 19063	0	40	0 kWh

Demand Meter Information

Maximum Demand : 32.0 kW

Usage Comparison
Kilowatt-hour (kWh) used
Number of days
Average usage per day

This Year	Last Year	2 Years Ago
.00	No	No
15	Comparable	Comparable
.00	Usage	Usage

Detail of current charges: \$153.81

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 12/30/02 to 01/14/03 (15 days) - Winter Season

Customer Charge	\$	17.6500 x 15/30 days	\$	8.83
Service Estab Charge				10.00
Service Charge		125 HP x \$2.05000 x 15/30 days		128.13
Current Billing Detail Subtotal			\$	146.96
Los Angeles Co UUT	\$	136.96 x 5.00000%		6.85
State Tax		0 kWh x \$0.00020		0.00
Current Charges			\$	153.81

This bill may be lower than your average bill because this billing period was shorter than normal.

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 9.80

Service Voltage : 480 Volts

Billing Horsepower : 125.0 HP

Of your total charges, Franchise Fees represent : \$1.11

Average Energy Charge during this period is : 0.00 cents/kWh

2 By rate component:

Procured Energy			\$	0.62
Transmission Charges				14.38
Distribution Charges				121.96
Nuclear Decommissioning Charges				0.00
Public Purpose Program Charges				0.00
Taxes and Other				16.85
Current Charges			\$	153.81



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

VISIT US at:
www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Dec 19, 2003
Next Meter Read on or about
Jan 15, 2004

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage
Group A050

Rate Schedule
PA-2

PUMP NAME LAMONS SIL COMPANY
INVOICE # _____ POSTED TO SPRD

Billing summary

Credit from Previous Billing 12/18/03	\$	(135.83)
Balance Before Current Charges	\$	(135.83)
Current Charges	\$	204.24
Current Charges Due 01/07/04	\$	204.24
Your Total Balance Due	\$	68.4

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	11/12/03 25083	12/15/03 25083	0	40	0 kWh

Demand Meter Information

50% of the Previous High Billing Demand : 54.0 kW
Maximum Demand: 45.0 kW

Usage Comparison	This Year	Last Year	2 Years Ag
Kilowatt-hour (kWh) used	.00	No	No
Number of days	33	Comparable	Comparable
Average usage per day	.00	Usage	Usage

Did you know...

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

Date Rec'd 12-22-03 Amt. 68.41
/ / Entered 12-23-03 GL # 6371-000
Date Paid 12-23-03 OK# 7143

(14-574)

- Please detach stub below and return with your payment -

Service Address
RY/SONRISE FARMS LP
AVENUEH AGR
CASTR CA 93535

Date Bill Prepared
Dec 19, 2003
Next Meter Read on or about
Jan 15, 2004

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account
3-021-5615-47

Rotating Outage
Group A050

Rate Schedule
PA-2

Detail of current charges: \$204.24

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 11/12/03 to 12/15/03 (33 days) - Winter Season

Delivery Related Charges (A)		\$	194.51
Current Billing Detail Subtotal		\$	194.51
Los Angeles Co UUT	\$ 194.51 x 5.00000%		9.73
State Tax	0 kWh x \$0.00020		0.00
Current Charges Due 01/07/04		\$	204.24

(A) Delivery Related Charges:			
Facilities Rel Demand	54 kW x \$3.04000	\$	164.16
Customer Charge			30.35
Delivery Subtotal		\$	194.51

Your daily average cost this period excluding Utility User Tax (UUT) is : \$ 5.89

Service Voltage : 480 Volts

Percentage of energy provided by DWR this period : 26.921 %

Of your total charges, Franchise Fees represent : \$1.57

2 By rate component:

DWR Generation	\$	0.00
SCE Generation		0.00
Transmission Charges		46.98
Distribution Charges		147.53
Nuclear Decommissioning Charges		0.00
Public Purpose Program Charges		0.00
Taxes and Other		9.73
Current Charges	\$	204.24



Southern California Edison Company
P.O. Box 600, Rosemead, CA 91771-0001

Visit us at:
www.sce.com

Customer and Service Address
CALANDRY/SONRISE FARMS LP
8167 E AVENUEH AGR
LANCASTER CA 93535

Date Bill Prepared
Jan 15, 2004
Next Meter Read on or about
Feb 13, 2004

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account 3-021-5615-47 Rotating Outage Group A050 Rate Schedule PA-2

Billing summary

PUMP NAME LAMONS GW COMPANY
INVOICE # 793 POSTED TO SPRD

Amount of Previous Statement 12/19/03	\$	68.41
Payment received 12/29/03 - Thank you	\$	(68.41)
Balance Before Current Charges	\$	0.00
Current Charges	\$	207.69
Current Charges Due 02/03/04	\$	207.69
Your Total Balance Due	\$	207.69

Your current energy usage

Meter Number	From	To	Difference	Multiplier	Usage
ACTUAL READ P729K-001907	12/15/03 25083	01/14/04 25084	1	40	40 kWh

Demand Meter Information

50% of the Previous High Billing Demand : 54.0 kW
Maximum Demand : 35.0 kW

Usage Comparison	This Year	Last Year	2 Years Ago
Kilowatt-hour (kWh) used	40.00	No	No
Number of days	30	Comparable	Comparable
Average usage per day	1.33	Usage	Usage

Did you know. . .

LATE PAYMENT CHARGE REMINDER

Reminder - A late payment charge of 0.9% will be applied to the total unpaid balance on your account if full payment is not received by the due date on this bill. For designated State agencies, the late payment charge will be applied in accordance with SCE tariffs.

Date Rec'd 1-21-04 Amt. 207.69
A/P Entered GL # 6373
Date Paid 1-22-04 CK# 7291

(14-574)

- Please detach stub below and return with your payment -

Current Charges \$ **207.69**

and Service Address
ORY/SONRISE FARMS LP
E AVENUEH AGR
ANCASTR CA 93535

Date Bill Prepared
Jan 15, 2004
Next Meter Read on or about
Feb 13, 2004

Your Customer Account Number
2-24-606-0230
24-hr. Customer Service
1 (800) 896-1245

Service Account Rotating Outage Rate Schedule
3-021-5615-47 Group A050 PA-2

Detail of current charges: \$207.69

We provide two ways to look at your current charges:

1 By usage:

Billing Period - 12/15/03 to 01/14/04 (30 days) - Winter Season

Delivery Related Charges (A)		
Generation Related Charges (B)	\$	195.26
Current Billing Detail Subtotal		2.53
Los Angeles Co UUT	\$	197.79
State Tax		9.89
State Tax		0.01
		0.00

Current Charges Due 02/03/04

(A) Delivery Related Charges:		
Facilities Rel Demand	54 kW x \$3.04000	\$ 164.16
Block 1 Energy Charge	17 kWh x \$0.01400	0.24
Block 1 Energy Charge	23 kWh x \$0.01427	0.33
DWR Bond Charge	40 kWh x \$0.00444	0.18
Customer Charge		30.35
Delivery Subtotal		\$ 195.26
(B) Generation Related Charges:		
DWR Generation:		
Block 1 Energy Charge	11 kWh x \$0.10287	\$ 1.13
SCE Generation:		
Block 1 Energy Charge	29 kWh x \$0.04816	1.40
Generation Subtotal		\$ 2.53

Your daily average cost this period excluding Utility User Tax (UUT) is: \$ 6.59

Service Voltage : 480 Volts

Percentage of energy provided by DWR this period : 27.300 %

Of your total charges, Franchise Fees represent : \$1.60

2 By rate component:

DWR Generation		
SCE Generation	\$	1.13
DWR Bond Charge		1.40
Transmission Charges		0.18
Distribution Charges		46.98
Nuclear Decommissioning Charges		147.95
Public Purpose Program Charges		0.02
Taxes and Other		0.11
		9.92
Current Charges	\$	207.69



RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Nakasone	2000	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2000 Nakasone Total				0
	2001	carrot	80	4.55	364
		onion	0	5.22	0
		potato	190	3.35	636.5
	2001 Nakasone Total				1000.5
	2002	carrot	250	4.55	1137.5
		onions	0	5.22	0
		potato	0	3.35	0
	2002 Nakasone Total				1137.5
	2003	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2003 Nakasone Total				0
	2004	carrot	198	4.55	900.9
		onion	0	5.22	0
		potato	0	3.35	0
	2004 Nakasone Total				900.9
Total Nakasone Groundwater			2000 to 2004		3038.9

44-942-5971

LEASE

This Lease, made by and between Wen Sen Huang, referred to in this Lease as "Lessor", and Wm. Bolthouse Farms, Inc., a Michigan Corporation, 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, 1999 and ending December 31, 2000.

This Lease shall encompass approximately one hundred sixty ¹⁷²~~(160)~~ acres known as Assessor's Parcel Numbers 3219-027-34-38 and 45-49, 3219-001-27-31 and 35-58 the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference. WSH #172

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 the sum of approximately \$87.50 per acre, per year, or a total of Fourteen Thousand Dollars ^{15,050}~~(\$14,000)~~ per year, which will be payable upon the execution of this Lease. Thereafter, the rent shall be due and WSH #172

COPY

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 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 and underground main line caused by Lessee's negligence or the 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 lightening 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,

payable annually, in advance.

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, any 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 meters, 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, pump, electric motor, panel(s) or barns, which shall be the exclusive property of Lessee to use during the term of this Lease.

7. Assignment or Sublease

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,

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's 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 that 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.

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 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 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 a minimum of forty-eight (48) hours advance written 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 peaceably 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 or 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:

Wen Sen Huang
22230 Steeple Chase Lane
Diamond Bar, CA 91765

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

Wm. Bolthouse Farms, Inc.
7200 E. Brundage Lane
Bakersfield, CA 93307-3099

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. **Right Of First 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 right of first refusal to again 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 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 Right of First 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 (15) days in which to execute and return said leases to Lessor.

17. Non-Disturbance

Lessee shall not be required to attorn/subordinate to superior mortgages or superior mortgagees, etc., including, but not limited to, any purchaser taking title by or through any mortgagee or by or through a foreclosure sale ("Successor") unless the superior mortgagees or Successors execute a non-disturbance agreement in favor of Lessee in such form as shall be acceptable by Lessee. Lessor's delivery to Lessee of a Non-Disturbance Agreement executed by Lessor and any deed of trust beneficiary, in such form as shall be acceptable to Lessee, shall be a condition precedent to Lessee's performance under the Lease.

18. Pumps and Motors

Lessor and Lessee hereby acknowledge that the pumps and motors to be installed in the wells at the subject property are the sole property of Wm. Bolthouse Farms, Inc. (Bolthouse). Further, that Lessor will not be responsible for the maintenance or repair of the Bolthouse pumps or motors referenced herein, during the term of this Lease. Finally, that upon termination of the Lease, Bolthouse reserves the right to remove all pumps and motors.

19. Water Adjudication

Lessor and Lessee acknowledge that (a) a study by the United States Geologic Survey (USGS) and other agencies has been undertaken to determine, inter alia, the amount of local ground water and the impact of well pumping of same throughout the Antelope Valley' and (b) the possibility exists that water rights to, and the amount of available water for, the subject property may be altered by State, County or Local government. Such alteration may affect the amount and/or cost of water available to Lessee hereunder.

If and when 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.

ACCEPTANCE

The undersigned Lessor accepts the above Lease, and agrees to lease the premises on the above terms and conditions.

Lessee agrees to pay compensation for services as follows:

Six (6) percent of the Lease amount to Coldwell Banker Commercial/Hartwig Realty, Inc.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of November 20, 1998.

LESSOR:

Wen Sen Huang

BY:

Wen Sen Huang 11-20-98

LESSEE:

Bolthouse Farms, Inc.
A Michigan Corporation

BY:

Robert P. Bolthouse

11-20-98

HP Fax Series 900
Plain Paper Fax/Copier

Fax History Report for
Coldwell Banker/Hartwig
(661) 942-5971
Sep 06 2000 1:58pm

Last Fax

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
Sep 6	1:52pm	Received	9098604298	5:23	12	OK

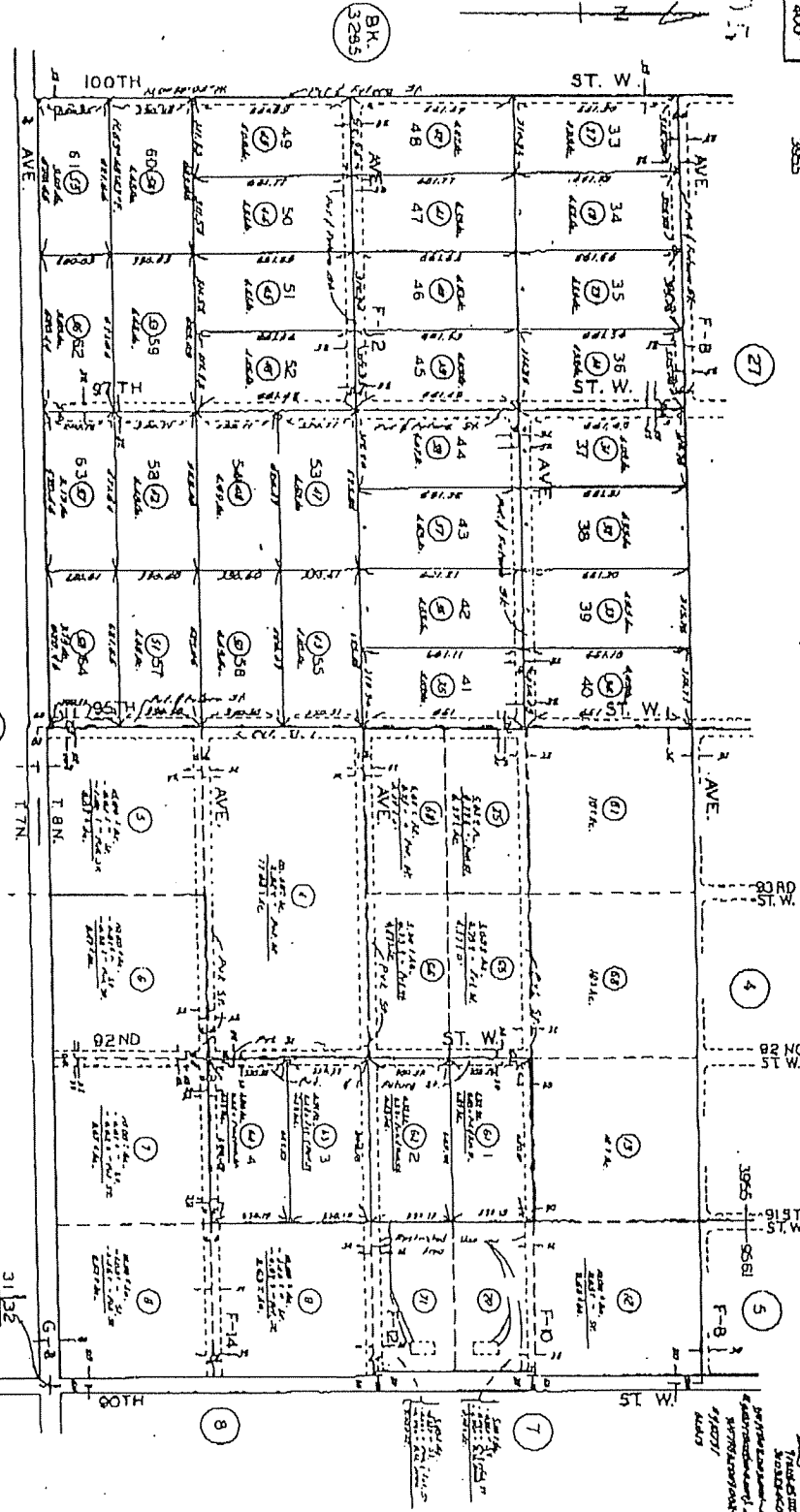
Result:

OK - black and white fax

3219 1
SHEET 1 - 400'

TRA
9561
3955

*No. ASATO. THE Tenant want Lease portion
AS ATTACHED*



FOR PROX. ASSAULT SEC.
2002-1
2019-27

T. 8 N., R. 13 W.
TRACT NO. 33420 M.B. 111-87-89
PARCEL MAP - P.M. 221-26-28

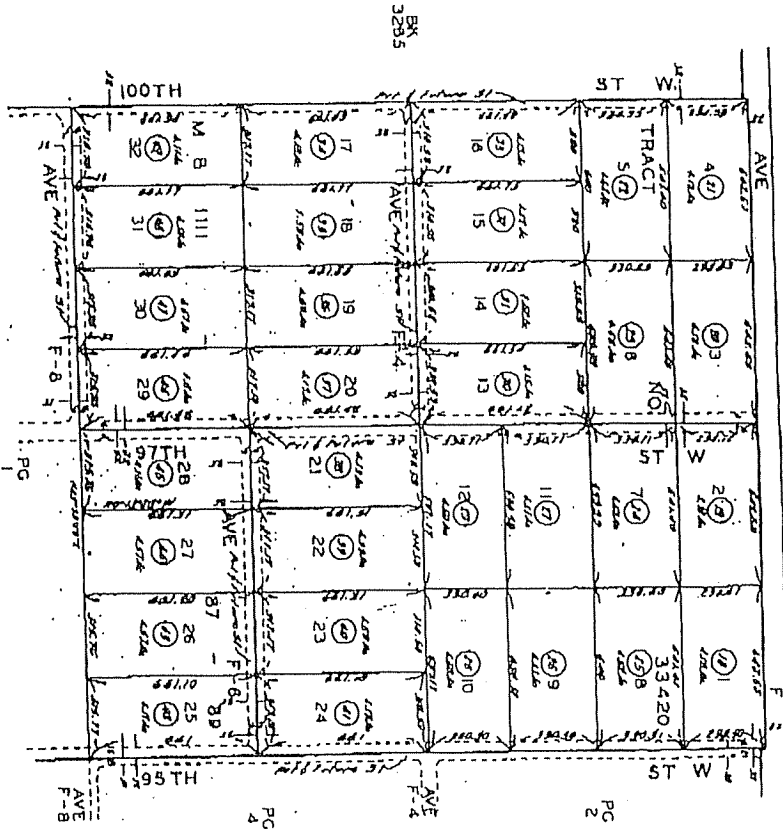
All areas on this page are not excepted
those labeled.
For recorded dimensions of Private &
Future Streets See M.B. 111-87-89,
and P.M. 771-26-28.

OCT 27, 1994
ASSESSORS MAP
COUNTY OF LOS ANGELES, CALIF.

3219 27
PA 3219-1
5985
OFFICE OF ASSESSOR
COUNTY OF LOS ANGELES

1995

BK
3284



All areas on this page are not except
those labeled
For recorded dimensions of Private &
Future Streets See M.B. 317-87-85.

OCT 27 1994

180
145
50
195

Nakasone

LEASE

This Lease, made by and between Wen Sen Huang, 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.

This Lease shall encompass approximately one hundred seventy two (172) acres known as Assessor's Parcel Numbers 3219-027-34-38 and 45-49, 3219-001-27-31 and 35-58 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 the sum of approximately \$87.50 per acre, per year, or a total of **Fifteen Thousand Fifty Dollars (\$15,050)** per year, which will be payable upon the execution of this Lease. Thereafter, the rent shall be due and payable annually, in advance.

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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, any 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**

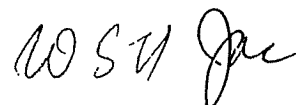
Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the property, the use of which shall be exclusively by and for the Lessee. Lessee agrees to have the names on the meters for the existing wells changed to the name of Lessee. If meters, extensions are 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, pump, electric motor, panel(s) or barns, which shall be the exclusive property of Lessee to use during the term of this Lease.

7. **Assignment or Sublease**

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

A handwritten signature in dark ink, appearing to read "W S H" followed by a stylized flourish.

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 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 and underground main line caused by Lessee's negligence or the 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 lightening 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

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cannot terminate the Lease as set forth above.

9. Compliance With Law

Lessee shall at Lessee's 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 that 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.

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 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

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to Lessee or to 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 a minimum of forty-eight (48) hours advance written 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 peaceably 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

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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 or 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:

Wen Sen Huang

22230 Steeple Chase Lane

Diamond Bar, CA 91765

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

John A. Calandri

Son Rise Farms

43933 Rykebosch

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 stature;

(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

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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. Right Of First 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 right of first refusal to again lease the demised premises. After the expiration or termination 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 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 Right of First 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 (15) days in which to execute and return said leases to Lessor.

17. Non-Disturbance

Lessee shall not be required to attorn/subordinate to superior mortgages or superior

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mortgagees, etc., including, but not limited to, any purchaser taking title by or through any mortgagee or by or through a foreclosure sale ("Successor") unless the superior mortgagees or Successors execute a non-disturbance agreement in favor of Lessee in such form as shall be acceptable by Lessee. Lessor's delivery to Lessee of a Non-Disturbance Agreement executed by Lessor and any deed of trust beneficiary, in such form as shall be acceptable to Lessee, shall be a condition precedent to Lessee's performance under the Lease.

18. Pumps and Motors

Lessor and Lessee hereby acknowledge that the pumps and motors to be installed in the wells at the subject property are the sole property of Wm. Bolthouse Farms, Inc. (Bolthouse). Further, that Lessor will not be responsible for the maintenance or repair of the Bolthouse pumps or motors referenced herein, during the term of this Lease. Finally, that upon termination of the Lease dated November 1998, Bolthouse reserves the right to remove all pumps and motors.

19. Water Adjudication

Lessor and Lessee acknowledge that (a) a study by the United States Geologic Survey (USGS) and other agencies has been undertaken to determine, inter alia, the amount of local ground water and the impact of well pumping of same throughout the Antelope Valley' and (b) the possibility exists that water rights to, and the amount of available water for, the subject property may be altered by State, County or Local government. Such alteration may affect the amount and/or cost of water available to Lessee hereunder.

If and when 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.

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ACCEPTANCE

The undersigned Lessor accepts the above Lease, and agrees to lease the premises on the above terms and conditions.

Lessee agrees to pay compensation for services as follows:

Six (6) percent of the Lease amount to Coldwell Banker Commercial/Hartwig Realty, Inc.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of October 6, 2000.

LESSOR:

Wen Sen Huang

BY: Wen Sen Huang

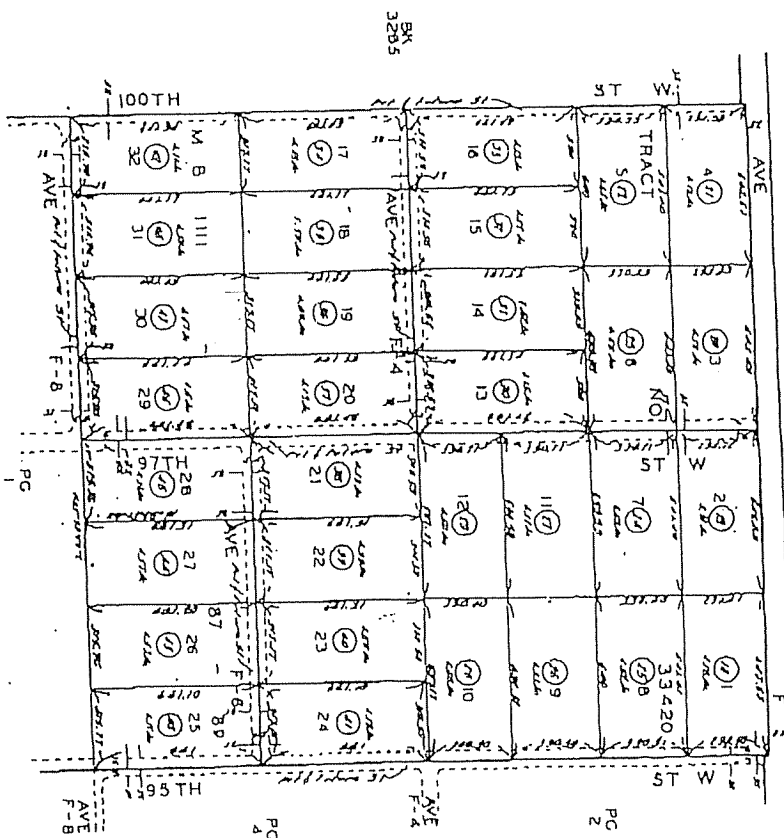
LESSEE:

Son Rise Farms

BY: John A. Calandri
John A. Calandri

3219 | 27
 1995
 OFFICE OF ASSESSOR
 COUNTY OF LOS ANGELES

BK
 3284



All areas on this page are not except
 those labeled
 For recorded dimensions of Private &
 Future Streets See M.O. 111-43-83.

OCT 27 1994

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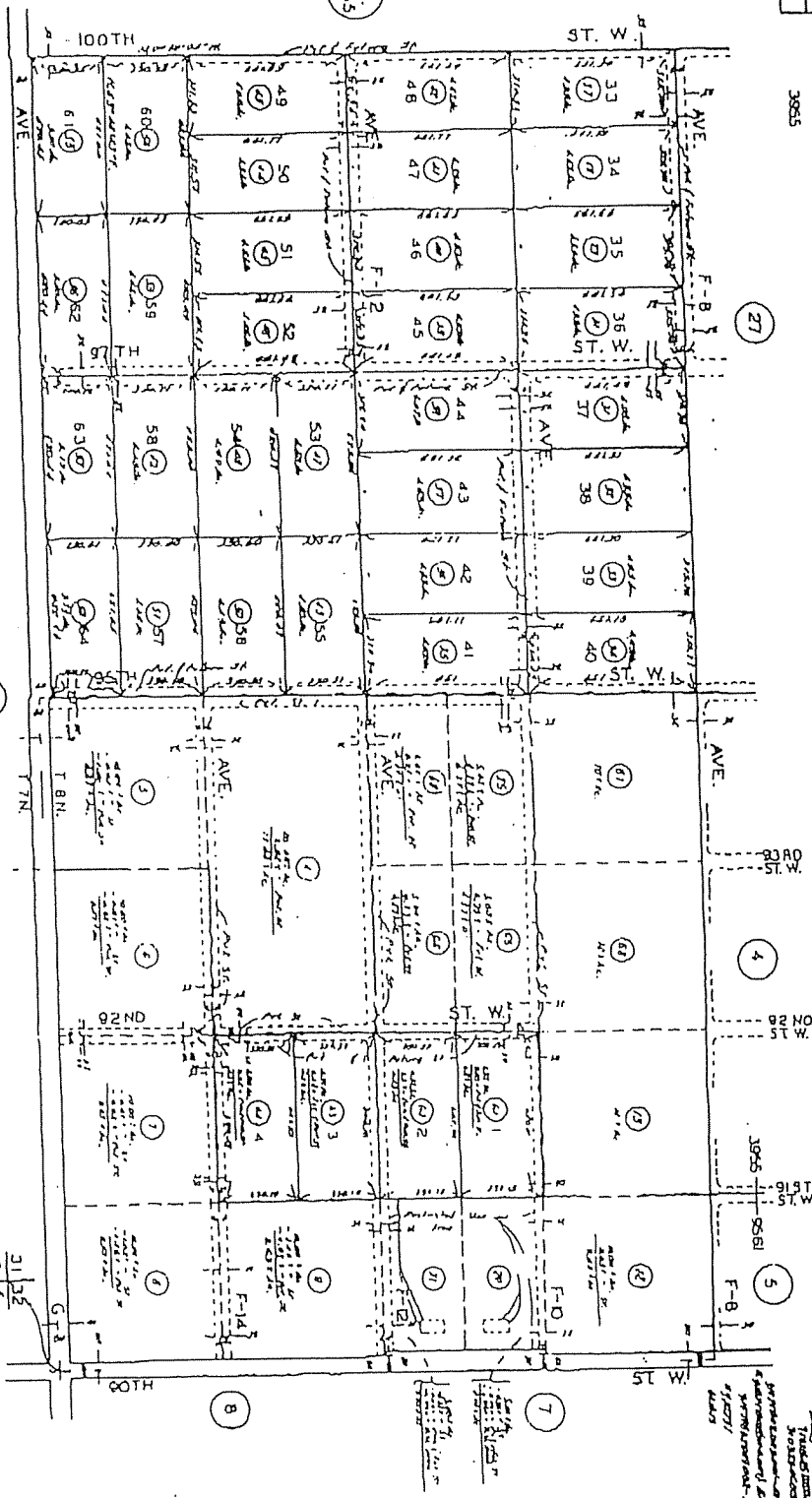
No. ASATO. THE Tenant want lease portion
AS ATTACHED

FOR PRCTY. ASSPT. SET
2011-21

T. B. N., R. 13 W.
TRACT NO. 33420 - M. B. 1111-87-89
PARCEL MAP - P. M. 221-26-28

All areas on this page are not except
those labeled.
For recorded dimensions of Private &
Future Streets See M. B. 1111-87-89
and P. M. 221-26-28.

ASSASSORS MAP
OCT 27 1994
COUNTY OF LOS ANGELES, CALIF.



Nakasone #2
additional 80 acres lease

LEASE

This Lease, made by and between Wen Sen Huang, 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.

This Lease shall encompass approximately Eighty (80) acres known as Assessor's Parcel Numbers 3219-027-019 through 033, 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 the sum of approximately \$87.50 per acre, per year, or a total of **Seven Thousand Dollars (\$7,000.00)** per year, which will be payable upon the execution of this Lease. Thereafter, the rent shall be due and payable

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, any 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 meters, 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, pump, electric motor, panel(s) or barns, which shall be the exclusive property of Lessee to use during the term of this Lease.

7. Assignment or Sublease

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 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 and underground main line caused by Lessee's negligence or the 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 lightening 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's 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 that 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.

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 Lessee's use of the premises.

10. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmen's 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 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 a minimum of forty-eight (48) hours advance written 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 peaceably 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 or 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:

Wen Sen Huang

22230 Steeple Chase Lane

Diamond Bar, CA 91765

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

John A. Calandri

Son Rise Farms

43933 Ryckebosch

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 stature;

(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. Right Of First 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 right of first refusal to again lease the demised premises. After the expiration or termination 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 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 Right of First 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 (15) days in which to execute and return said leases to Lessor.

17. Non-Disturbance

Lessee shall not be required to attorn/subordinate to superior mortgages or superior

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17. Non-Disturbance

Lessee shall not be required to attorn/subordinate to superior mortgages or superior mortgagees, etc., including, but not limited to, any purchaser taking title by or through any mortgagee or by or through a foreclosure sale ("Successor") unless the superior mortgagees or Successors execute a non-disturbance agreement in favor of Lessee in such form as shall be acceptable by Lessee. Lessor's delivery to Lessee of a Non-Disturbance Agreement executed by Lessor and any deed of trust beneficiary, in such form as shall be acceptable to Lessee, shall be a condition precedent to Lessee's performance under the Lease.

18. Pumps and Motors

Lessor and Lessee hereby acknowledge that the pumps and motors to be installed in the wells at the subject property are the sole property of Lessee. Further, that Lessor will not be responsible for the maintenance or repair of the Lessee's pumps or motors referenced herein, during the term of this Lease. Finally, that upon termination of the Lease, Lessee reserves the right to remove all pumps and motors.

19. Water Adjudication

Lessor and Lessee acknowledge that (a) a study by the United States Geologic Survey (USGS) and other agencies has been undertaken to determine, inter alia, the amount of local ground water and the impact of well pumping of same throughout the Antelope Valley' and (b) the possibility exists that water rights to, and the amount of available water for, the subject property may be altered by State, County or Local government. Such alteration may affect the amount and/or cost

of water available to Lessee hereunder.

If and when 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.

20. Lessee's Right to Adjust Actual Lease Acreage

Lessee reserves the right to (i) perform a survey of the property, after which the Lessee shall make a final determination of the actual net usable acreage that is farmable by Lessee, and (ii) adjust accordingly the amount of land that is subject to this Lease by a maximum of twenty (20) acres, resulting in a final Lease of no less than sixty (60) acres, rather than the eighty (80) acres presently contemplated herein. In the event the actual leased acreage is less than described on Page No. 1, in Provision No. 1 of this Lease the annual rental amount(s) shall be adjusted and prorated accordingly.

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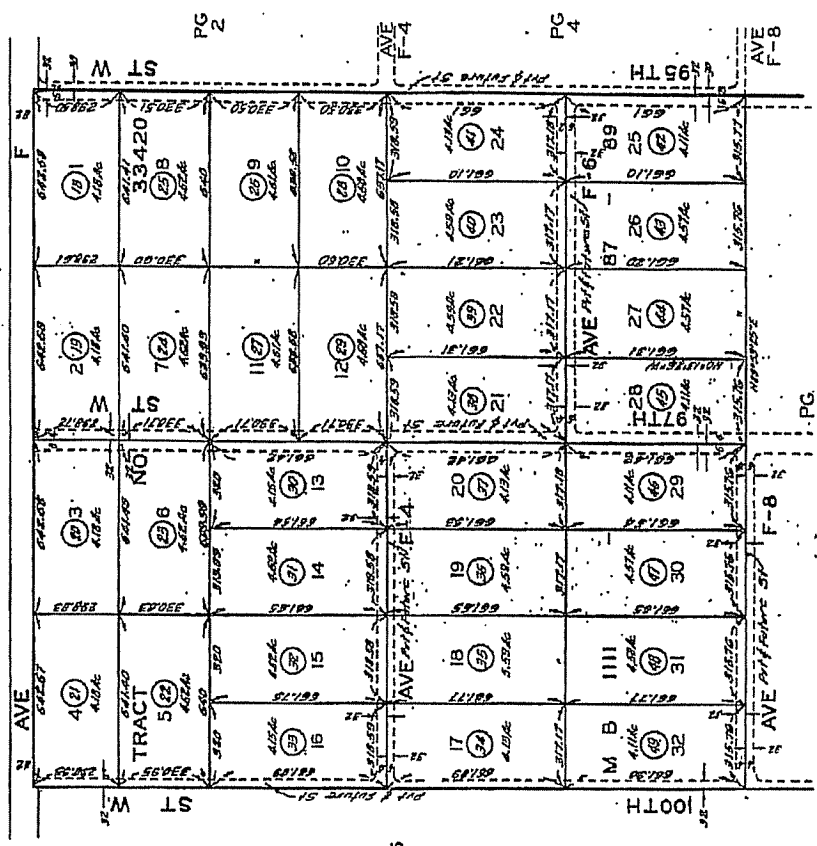
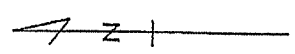
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1995

BK 3264



BK 3265

Oct 27 1994

All areas on this page are net except
 those tabled.
 For recorded dimensions of Private &
 Future Streets See M.B. 1111-87-89.

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD
ARCADIA, CA 91006-5872

Office: (626)575-5466 Recorder (NOI) (626)575-5466 FAX: (626)443-6652

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-02-191199,
County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536

Expiration Date: 12/31/2001
Effective Date: 01/01/2001

JOHN CALANDRI
43933 RYCKEBOSH LANE
LANCASTER, CA 93535

Nakasone.

Home:
Shop: (661)945-0616
Fax:

Mobile :

Permittee Type	Permit Type	Possession	NOI Method of Submission
Private App <input checked="" type="checkbox"/>	Seasonal <input checked="" type="checkbox"/>	Poss & Use <input checked="" type="checkbox"/>	Phone <input checked="" type="checkbox"/>
Q A Cert <input type="checkbox"/>	Job <input type="checkbox"/>	Poss Only <input type="checkbox"/>	Fax <input checked="" type="checkbox"/>
Ag PCO <input type="checkbox"/>			Box <input type="checkbox"/>
Non-Ag <input type="checkbox"/>			In Person <input type="checkbox"/>

NOI required 24 hours prior to applicatic

Numb	Pesticide	Pest(s)	Form	Method(s)	Applicator(s)
1050	CARBARYL	INSECTS	Wettable	Ground	PCO
1980	DIAZINON	INSECTS	Granules	Ground	Grower Employee
2302	DISYSTON	INSECTS	Liquid	Air	PCO
3830	METHOMYL	INSECTS	Wettable	Air	PCO
3940	METHYL PARATHIO	INSECTS	Liquid	Air	PCO
4840	ALUMINUM PHOSPH	RODENTS	Fumigant	Other	Grower
5540	STRYCHNINE	RODENTS	Bait	Other	Grower
6160	METAM SODIUM	SOIL PEST	Liquid	Other	Grower
6260	ZINC PHOSPHIDE	RODENTS	Bait	Other	Grower
6360	2,4-D	WEEDS	Liquid	Air	Grower
				Ground	PCO

***** PESTICIDES CONTINUED ON NEXT PAGE *****

Non-Ag Use:

Conditions: PA-19-012 (03)

I understand that this permit does not relieve me from liability for any damage to persons or property caused by the use of these pesticides. I waive any claim of liability for damages against the County Department of Agriculture based on the issuance of this permit. I further understand that this permit may be revoked when pesticides are used in conflict with the manufacturer's labeling or in violation of applicable laws, regulations and specific conditions of this permit. I authorize inspection at all reasonable times and whenever an emergency exists, by the Department of Pesticide Regulation or the County Department of Agriculture of all areas treated or to be treated, storage facilities for pesticides or emptied containers and equipment used or to be used in the treatment. [Form PR-EN-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Sign: John A. Calandri

Title: Owner

Issue Date: 1-2-01

Issuing Officer: Ray Mark

Issue Date: 1-2-01

SON RISE FARMS

Permit #: 19-02-191199A

Pesticides continued:

Numb	Pesticide	Pest(s)	Form	Method(s)	Applicator(s)
16011	PARAQUAT	WEEDS	Liquid	Air Ground	PCO Grower
19102	VYDATE	NEMATODES	Liquid	Ground	Grower
20080	PERMETHRIN	INSECTS	All Reg	Air	PCO
21710	CYPERMETHRIN	INSECTS	Liquid	Air	PCO
22941	ASANA	INSECTS	Liquid	Air Ground	PCO Grower
23260	MCPA	WEEDS	Liquid	Air Ground	PCO Grower
99999	NON-PERMIT AG P				

Employees handle pesticides (Y or N) [Y]

Contact People:	Phone	PCO	PCA	PCD	Other
PACIFIC ROTORS	OCEAN SIDE	11	11	11	11

Site #	Location/Site Narrative	Dist	Sect	Town	Range	Meridian
	Crop			Quant	Unit	Condition
1-14-1	AVOLE RANCH	10	1	07N	11W	S
	POTATO (Code: 14013- 0)			80.00	A	
	1050, 3830, 5540, 6160					
1-22-1	K-55 WEST	10	22	07N	11W	S
	ONION DRY ETC (Code: 14011- 0)			80.00	A	
	1050, 1980, 3830, 6160					
	K-55 WEST	10	22	07N	11W	S
	POTATO (Code: 14013- 0)			40.00	A	
	1050, 3830, 5540, 6160					
	K-55 WEST	10	22	07N	11W	S
	UNCULTIVATED AG (Code: 66000- 0)			5.00	A	
	99999					
1-22-2	K-55 EAST	10	22	07N	11W	S
	ONION DRY ETC (Code: 14011- 0)			160.00	A	
	1050, 1980, 3830, 6160					
	K-55 EAST	10	22	07N	11W	S
	CARROT (Code: 29111- 0)			60.00	A	
	1050, 5540, 6160					
	K-55 EAST	10	22	07N	11W	S
	UNCULTIVATED AG (Code: 66000- 0)			5.00	A	
	99999					

SON RISE FARMS

Permit #: 19-02-191199A

Site #	Location/Site Narrative Crop	Dist	Sect	Town	Range	Meridian	Quant	Unit	Condition
1-22-3	K-55 EAST POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	22	08N	13W	S	40.00	A	
1-23-1	K-55 EAST CARROT (Code: 29111- 0) 1050, 5540, 6160	10	23	08N	13W	S	125.00	A	
1-28-1	<i>HEUGA</i> CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	28	06N	09W	S	55.00	A	
	COFFER MIDDLE CARROT (Code: 29111- 0) 1050, 5540, 6160	10	28	06N	09W	S	125.00	A	
	UNCULTIVATED AG (Code: 66000- 0) 99999	10	28	06N	09W	S	5.00	A	
1-28-2	<i>HORSE RANCH</i> CARROT (Code: 29111- 0) 1050, 5540, 6160	10	28	06N	09W	S	120.00	A	
	UNCULTIVATED AG (Code: 66000- 0) 99999	10	28	06N	09W	S	5.00	A	
1-28-3	<i>SHELTER</i> POTATO CARROTS (Code: 14013- 0) 1050, 3830, 5540, 6160	10	28	06N	09W	S	50.00 145.00	A	
	UNCULTIVATED AG (Code: 66000- 0) 99999	10	28	06N	09W	S	5.00	A	
1-32-1	<i>BACK 40 NORTH</i> POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160 CARROTS	10	32	06N	09W	S	40.00	A	

SON RISE FARMS

Permit #: 19-02-191199A

Site #	Location/Site Narrative Crop	Dist	Sect	Town	Range	Meridian
				Quant	Unit	Condition
1-32-1	UNCULTIVATED AG (Code: 66000- 0) 99999	10	32	06N	09W	S
				5.00	A	
1-32-2	BACK 40 SOUTH	10	32	06N	09W	S
	CARROT (Code: 29111- 0) 1050, 5540, 6160			40.00	A	
	BACK 40 SOUTH	10	32	06N	09W	S
	UNCULTIVATED AG (Code: 66000- 0) 99999			5.00	A	
1-33-1	BIG FIELD NORTH CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	33	06N	09W	S
				95.00	A	
	BIG FIELD NORTH	10	33	06N	09W	S
	UNCULTIVATED AG (Code: 66000- 0) 99999			5.00	A	
1-33-2	BIG FIELD SOUTH	10	33	06N	09W	S
	CARROT (Code: 29111- 0) 1050, 5540, 6160			95.00	A	
	BIG FIELD SOUTH	10	33	06N	09W	S
	UNCULTIVATED AG (Code: 66000- 0) 99999			5.00	A	
1-33-3	YARD SOUTH NORTH	10	33	06N	09W	S
	CARROT (Code: 29111- 0) 1050, 5540, 6160			80.00	A	
	YARD SOUTH	10	33	06N	09W	S
	UNCULTIVATED AG (Code: 66000- 0) 99999			5.00	A	
1-34-1	STAR SOUTH CARROTS ONION DRY ETC (Code: 14011- 0) 1050, 1980, 3830, 6160	10	34	06N 7N	09W 11W	S
				75.00	A	

1-34-2 STAR NORTH
ONIONS

34. 06N 09W S
75.00 A

SON RISE FARMS

Permit #: 19-02-191199A

Site #	Location/Site Narrative Crop	Dist	Sect	Town	Range	Meridian	Quant	Unit	Condition
1-34-1	BROWN <i>ONIONS</i> CARROT (Code: 29111- 0) 1050, 5540, 6160	10	34	06N	09W	S	65.00	A	
	BROWN UNCULTIVATED AG (Code: 66000- 0) 99999	10	34	06N	09W	S	5.00	A	
1-34-2	BROWN <i>CARROTS</i> ONION DRY ETC (Code: 14011- 0) 1050, 1980, 3830, 6160	10	34	06N	09W	S	80.00	A	
	DOCTOR CARROT (Code: 29111- 0) 1050, 5540, 6160	10	34	06N	09W	S	65.00	A	
	BROWN UNCULTIVATED AG (Code: 66000- 0) 99999	10	34	06N	09W	S	5.00	A	
1-34-3	DESERT NORTH <i>CARROTS</i> POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	34	06N	09W	S	75.00	A	
	DESERT NORTH UNCULTIVATED AG (Code: 66000- 0) 99999	10	34	06N	09W	S	5.00	A	
1-34-4	DESERT SOUTH <i>ONIONS</i> CARROT (Code: 29111- 0) 1050, 5540, 6160	10	34	06N	09W	S	75.00	A	
	DESERT SOUTH UNCULTIVATED AG (Code: 66000- 0) 99999	10	34	06N	09W	S	5.00	A	
1-35-1	DOCTOR EAST CARROT (Code: 29111- 0) 1050, 5540, 6160	10	35	07N	11W	S	120.00	A	

SON RISE FARMS

Permit #: 19-02-191199A

Site #	Location/Site Narrative Crop	Dist	Sect	Town	Range	Meridian	Quant	Unit	Condition
1-35-1	DOCTOR EAST UNCULTIVATED AG (Code: 66000- 0) 99999	10	35	07N	11W	S	5.00	A	
1-36-1	NAKASONE NORTH CARROT (Code: 29111- 0) 1050, 5540, 6160	10	36	08N	14W	S	80.00 60.00	A	
1-36-2	NAKASONE SOUTH CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	36	08N	14W	S	50.00	A	
1-36-3	NAKASONE SOUTH CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	36	08N	14W	S	40.00	A	
1-36-4	NAKASONE SOUTH CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	36	08N	14W	S	100.00	A	
1-5-1	TURNER CARROTS ONION DRY ETC (Code: 14011- 0) 1050, 1980, 3830, 6160	10	5	05N	09W	S	80.00	A	
1-5-2	TURNER SOUTH CARROT (Code: 29111- 0) 1050, 5540, 6160	10	5	05N	09W	S	50.00	A	
1-5-3	CARROTS POTATO (Code: 14013- 0) 1050, 3830, 5540, 6160	10	5	05N	09W	S	80.00	A	

I AM FAMILIAR WITH THE REQUIREMENTS OF
L. A. COUNTY'S LOBBYIST ORDINANCE NO. 930031.


SIGNATURE

1-02-
DATE

*** Last Page ***

Associated Materials Permit /LD. Number

Firm: SON RISE FARMS
 Employees handle pesticides (Y or N) | |

ID/permit #: 19-02-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
✓ 1-28-2	CARROTS NORTH COPPER SOUTH	1	28	7N	11W	S
					115A	
✓ 1-22-1	POTATOES CARROTS Hartuain 6160	22	8N	13W		S
					200A	
✓ 1-22-2	CARROTS	22	8N	13W		S
					60A	
✓ 1-22-3	HARRIS POTATOES	22	8N	13W		S
					40A	
✓ 1-23-1	CARROTS HARRIS EAST	23	8N	13W		S
					125A	

UNCULTIVATED AG

5A EACH SITE

Firm: SON RISE FARMS
Employees handle pesticides (Y or N) |

ID/permit #: 19-02-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
1-21-1	ONIONS	1	21	TN	11W	S
	K-40				160A	
1-21-2	ONIONS		21	TN	11W	S
	K-45 NORTH				45A	
1-21-3	ONIONS		21	TN	11W	S
	K-45 South				43A	
1-23-1	ONIONS		23	TN	11W	S
	J-8462				50A	
1-23-2	ONIONS		23	TN	11W	S
	K-70				80A	
1-22-1	ONIONS		22	TN	11W	S
	J-53				80A	

UNCULTIVATED Ag

5A EACH SITE

Restricted Materials Permit /LD. NumberFirm: SON RISE FARM
Employees handle pesticides (Y or N) | |ID/permit #: 19-02-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
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1-28-1	COFFEE south	10	28	TN	11W	S
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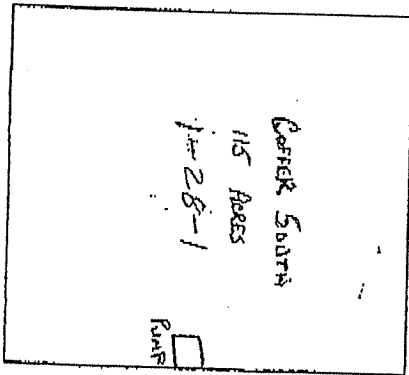
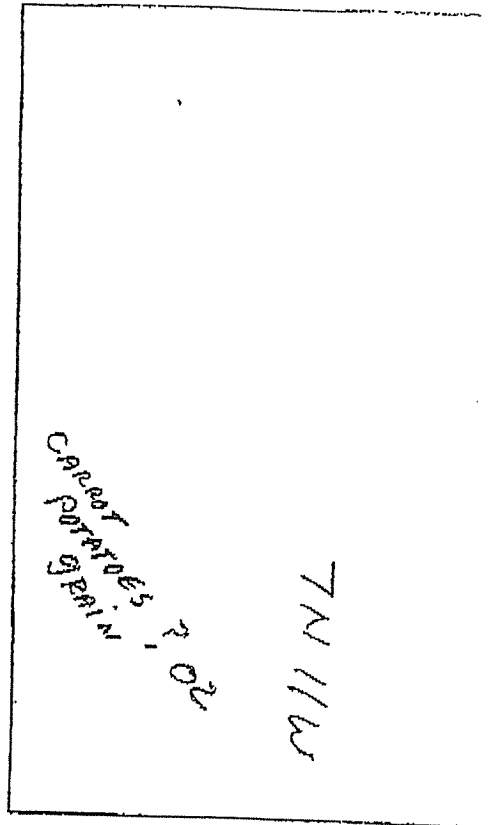
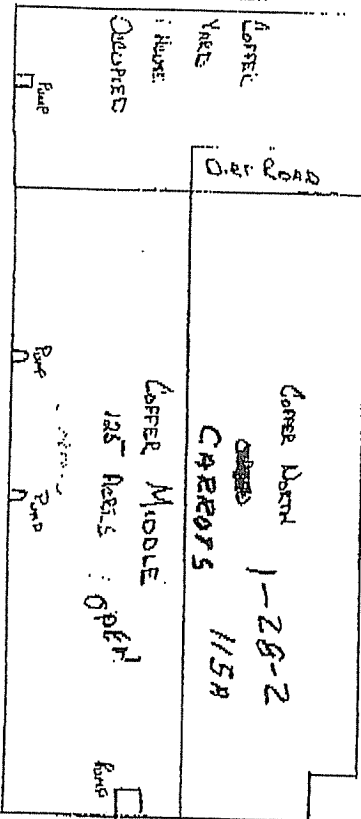
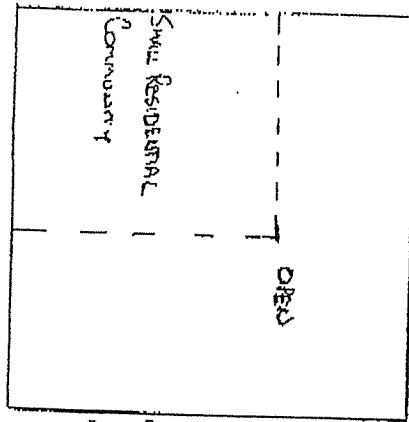
ONIONS

115A

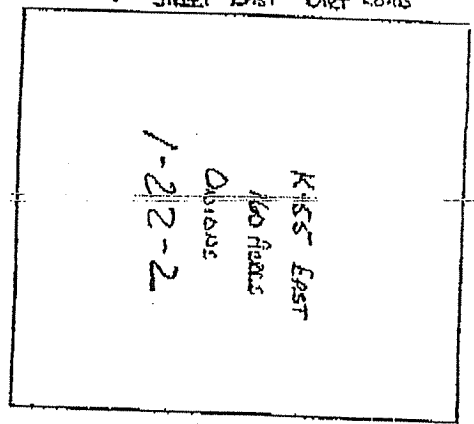
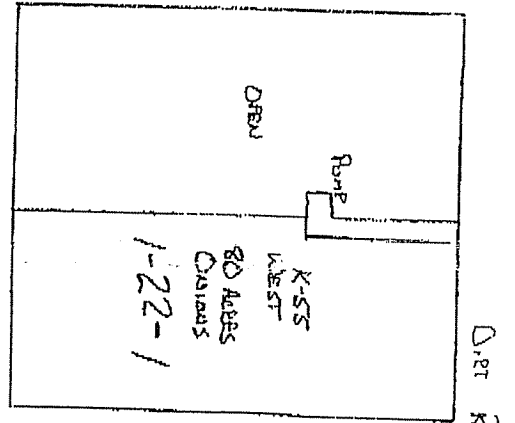
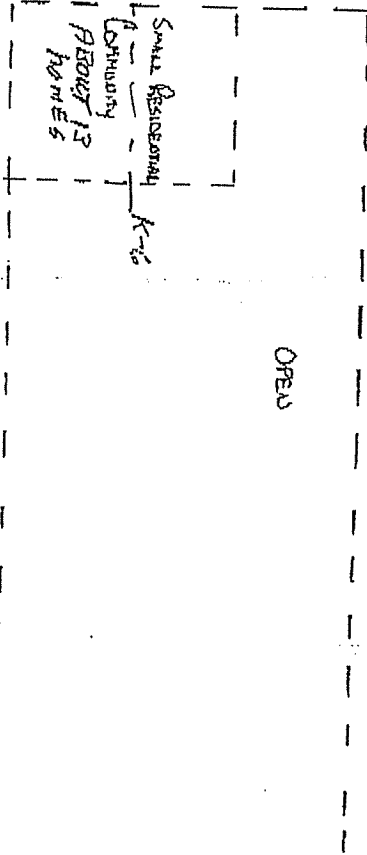
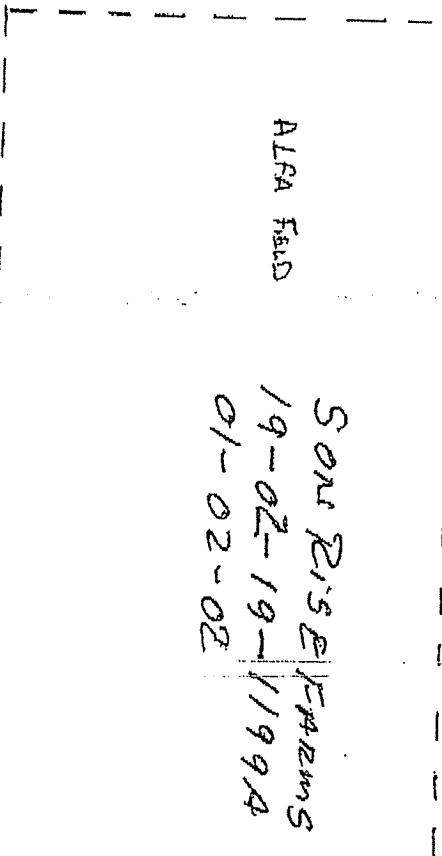
6160

40TH STREET EAST

HOMES



50TH STREET EAST



55TH STREET EAST

Restricted Materials Permit /LD. Number

Firm: SON RISE FARMS
Employees handle pesticides (Y or N) | |ID/permit #: 19-02-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
1-21-1	ONIONS	1	21	TN	11W	S
	K-40				160A	
1-21-2	ONIONS		21	TN	11W	S
	K-45 NORTH				45A	
1-21-3	ONIONS		21	TN	11W	S
	K-45 South				43A	
1-23-1	ONIONS		23	TN	11W	S
	J-8462				50A	
1-23-2	ONIONS		23	TN	11W	S
	K-70				80A	
1-22-1	ONIONS		22	TN	11W	S
	J-53				80A	

UNCULTIVATED A2

5A EACH SITE

North ↑

23 1N 11W
SOM RISE FARMS
19-02-19-1199

Ave J

70th
East

open

open

1-23-1
50 ac
Onions
J-8+62

Carrots

Carrots

Carrots

well X

open

1-23-2
80 ac.
Onions
K-70

well X

open

Ave K

open

Home

open

open

K-70
J-8+62

North ↑ SOM RISE FARMS

21 7N 11 W

19-02-19-1199

40th
East

50th
East

HOMES
"SENSITIVE AREA"

open

160 ac

Onions

K-40

1-21-1

well

carrots

1-21-2

45ac

Onions

K-45-North

carrots

1-21-3

45ac

Onions

K-45-South

carrots

open

Ave. K

carrots

K-40

K-45 North

K-45 South