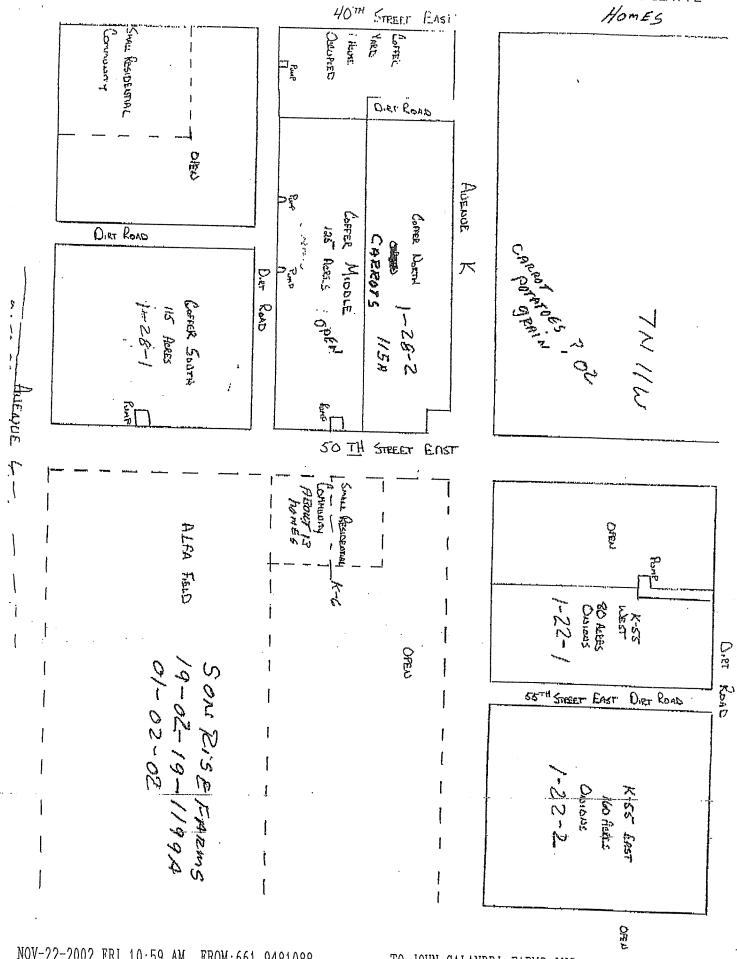
Site#	Location/Site Narrative Crop Chemical Code		Dist	Sect Q	Town uant U	Rauge nit (	Meric Conditio	dian on
1-28-1	Coffen South		10	28	TN	1100	5	
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Site#	handle pesticides (Y or N)	II)/permit #: /9-02-/9-//99/
M S31C	Location/Site Narrative Crop Chemical Code	Dist Sect Town Rauge Meridi Quant Unit Condition
1-21-	~ /	1 21 7N //W S
K-	ONIONS 40	1609
-2/-	7	ZI TN //W S
	ONIONS	45A
K	-45 NORTH	. ·
1-21-	3	2.1 7N MW 5
	ONIONS	43A
<i>k</i> -	45 South	•
- 23-	. /	23 TN //W 5
	ONIONS	50A
J.	-8+62	
- 23 -	Z.	23 FN 1/W S
	ONIONS	
	K-70	80 A
-22-		22 F/V //W S
	ONTONS	80 A
	J-53	

North 17 23 TN !!W 50NRISE FARMS 19-02-19-1199

Ave V

open

1-23-1
50ae
Open Onions
U-8+62

carrots

open

carrots

so ae.
Onions
K-70

wellx

open

70th East

Avek

open

open

open

K-70 J-8+62

SOM RISE FARMS 21 7N 11 W 19-02-19-1199 SENSITIVE AREA TO THE 50th East carrots OPEN 1-21-2 4 45ac Onions K-45-North 160 RC carrots Onions K-40 Will 1-21-3 45 ac 1-21-1 carrots Onions K-45-South

open

Ave. K carrots

K-40 K-45 North K-45 South

	50th East	North 1	SON RISE FARMS 22 Th IIW 19-02-19-1199.
Name of the Park o	open	OPEN	Avel
	carrots	Xwell 80 ac. Onions J-55 1-22-1 carrots	Wheat
······································		ميسر إلى الأوارية ا	

## 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: (526)442-6552 

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-03-191199A

#: 10 County HQ District

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

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

Home:

Shop: (661)945-0616

Fax:

Mobile:

Permittee Type	Permit Type	Possession	NOI Method o	f Submission
Private App  X  Q A Cert     Ag PCQ .	Seasonal (X) Job	Poss & Use (X) Poss Only	Phone XX; Box     In Person	Modem
Non-Ag		NOI required	24 hours prior	to application

Numb	Pesticide	Pest(s)	Form.	Metho	od(s)	offqqA	cator(s)
1050 1980 2302 3830	CARBARYL DIAZINON DISYSTON METHOMYL	INSECTS INSECTS INSECTS INSECTS	Wettable Granules Liquid Wettable Liquid	Ground Air	Ground Ground	PGO Grower PCO PCO PCO	Employee
4840 5540 6160 6260	METHYL PARATHIO ALUMINUM PHOSPH STRYCHNINE METAM SODIUM ZING PHOSPHIDE		Fumigant Bait Liquid Bait Liquid		Ground	Grower Grower Grower Grower PCO	Grower
6360	2,4-D ***** PESTICIO			ለ ፣ ፣ 4GE ****		, 00	GI GHOI

Non-Ag Usa:

conditions: \$4=19-012(03)056 (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]

Darmit	Applicant:	•	Sign: /	en Stocen
1 6; 111. 5	, ,	The state of the s	4.	1 - 2 2 3
	Title:	Foreman	Issue Date:	1-7-03
Teent	na Officer:	Jan F. Mark	Issue Date:	1-7-03

A Ken Stracy 1-7-03

SON RISE FARMS
Pasticides continued:

Permit #: 19-03-191199A , /

Numb Pesticide	Pest(s)	Form.	Meth	od(s)	Appli	cator(s)
18011 PARAQUAT 19102 VYDATE 20080 PERMETHRIN 21710 CYPERMETHRIN 22941 ASANA 23250 MCPA 19909 NON-PERMIT A	WEEDS NEMATODES INSECTS INSECTS INSECTS WEEDS	Liquid Liquid All Reg Liquid Liquid Liquid	Air Ground Air Air Air Air	Ground Ground Ground	PCO Grower PCO PCO PCO PCO	Grower Grower Grower

Employees handle pesticides (Y or N) [Y]

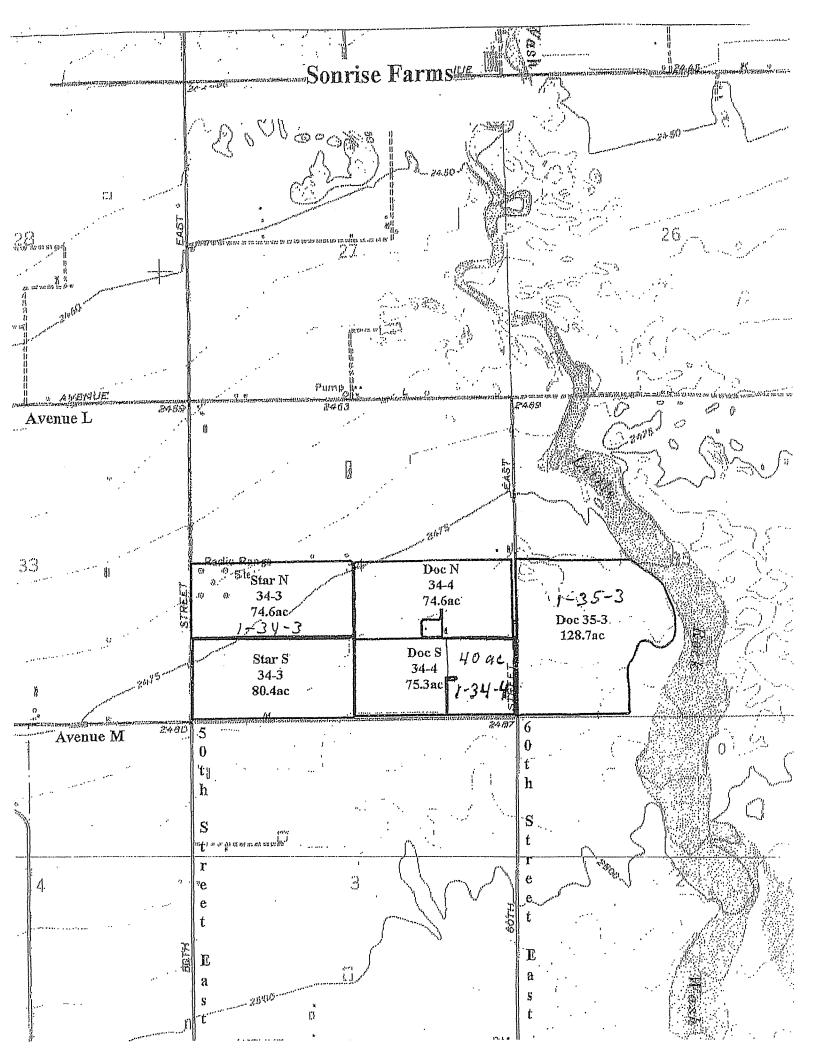
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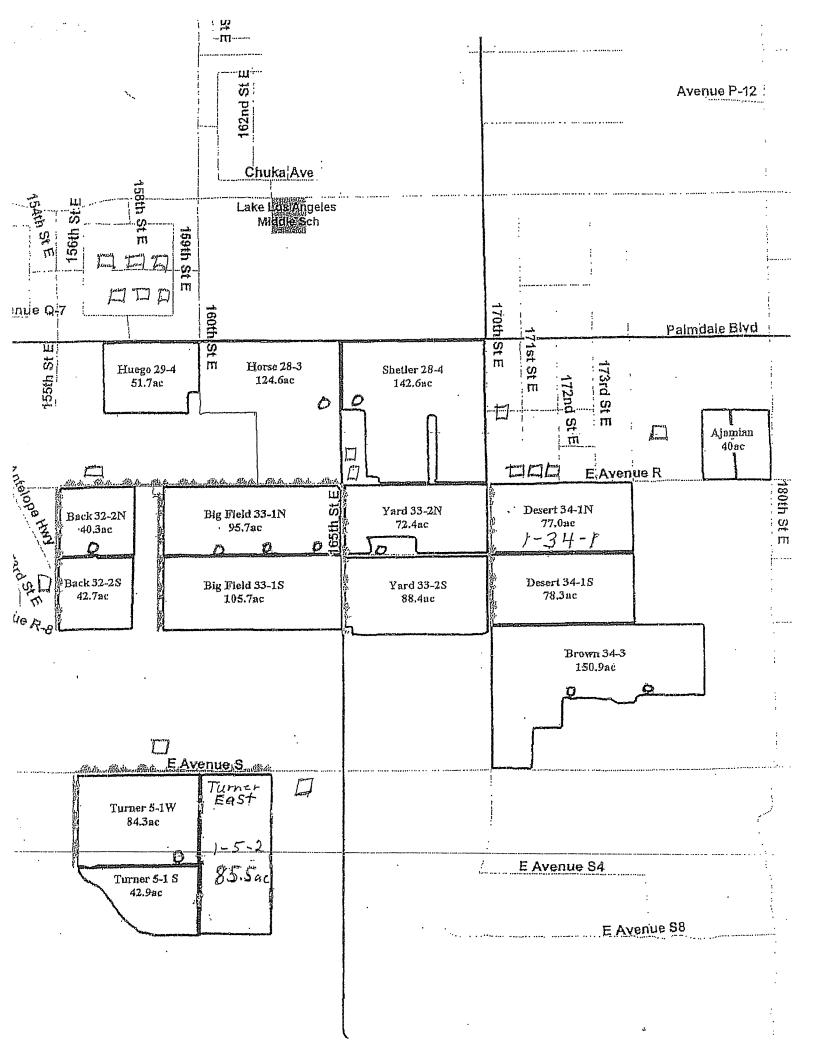
27.00	RANCH	FINISH DATE	FINISH TIME	ACRES TREATED	SETS	METHOD	RATE/ACRE	CHEMICAL
CROP	MANOT					<u>.</u>	.6	MA . I
<u>)</u>			Acres	Dist.	Sect.	Town	Range	Merid.
rop	Site# + Name		716.03					
	0 1 11		99	J	10	7 N	11 W	2
carrots	1-10-4 Bushnell		40		10	710	11 W	2
carrots	1-10-5 Wolsky		75		6	79	11 w	5
Onions	1-6-3 Lamans			<u>.</u>	14	7N	11 w	S
Onions	1-14-3 Avole-Nor	<u>f4:</u>	72	<u></u>	23	7w	11 w	<u>S</u>
Inions.	1-23-2 Avolz-cas	<b></b>	80		22	2 N	11 W	_5
Duions	1-22-4 14-55		156		22	71	11.00	2
onions	1-22-3 K-52		78	<del> </del>	22	ラ <i>ル</i>	11 w	ی `
nions	1-22-1 Tapia		40	4	21	7 N	11 60	5
hions	1-21-4 K-50		60		21	7 N	1/11	5
nions	1-21-1 1-8		75.	√ 2 <sup>2</sup>	<del> </del>	TN	11 w	2
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carrots.	10.	t-worth	75.	",	34	6 N		5
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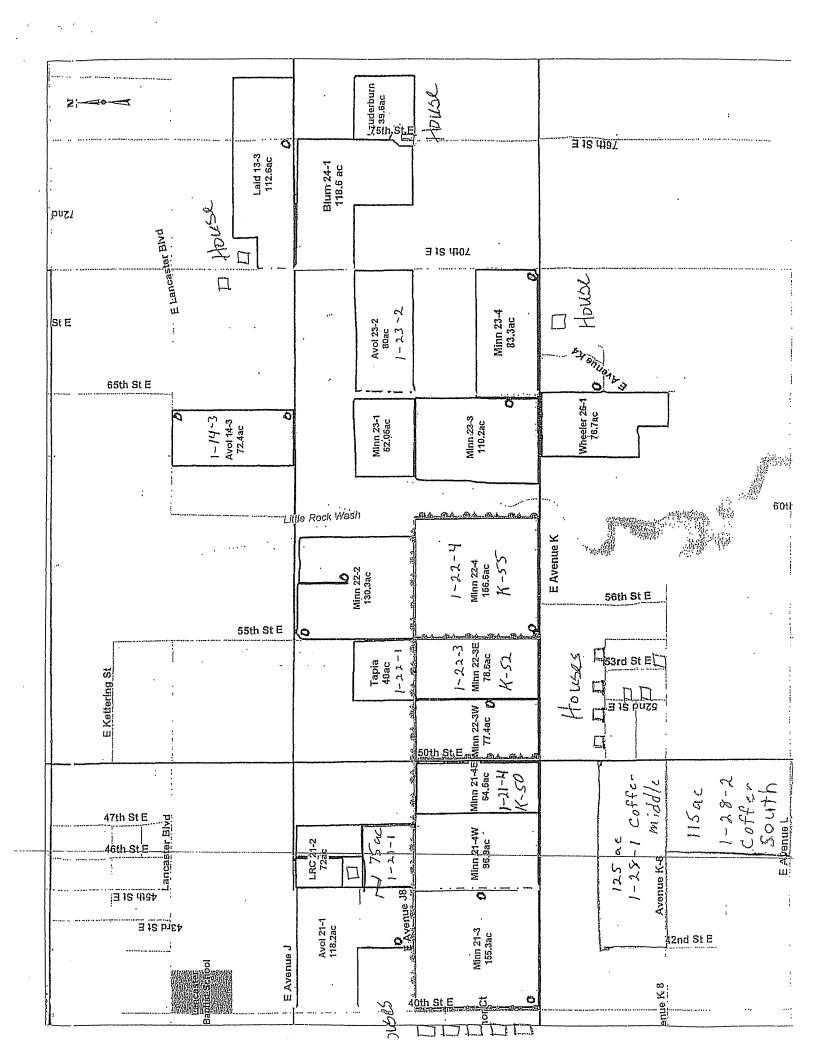
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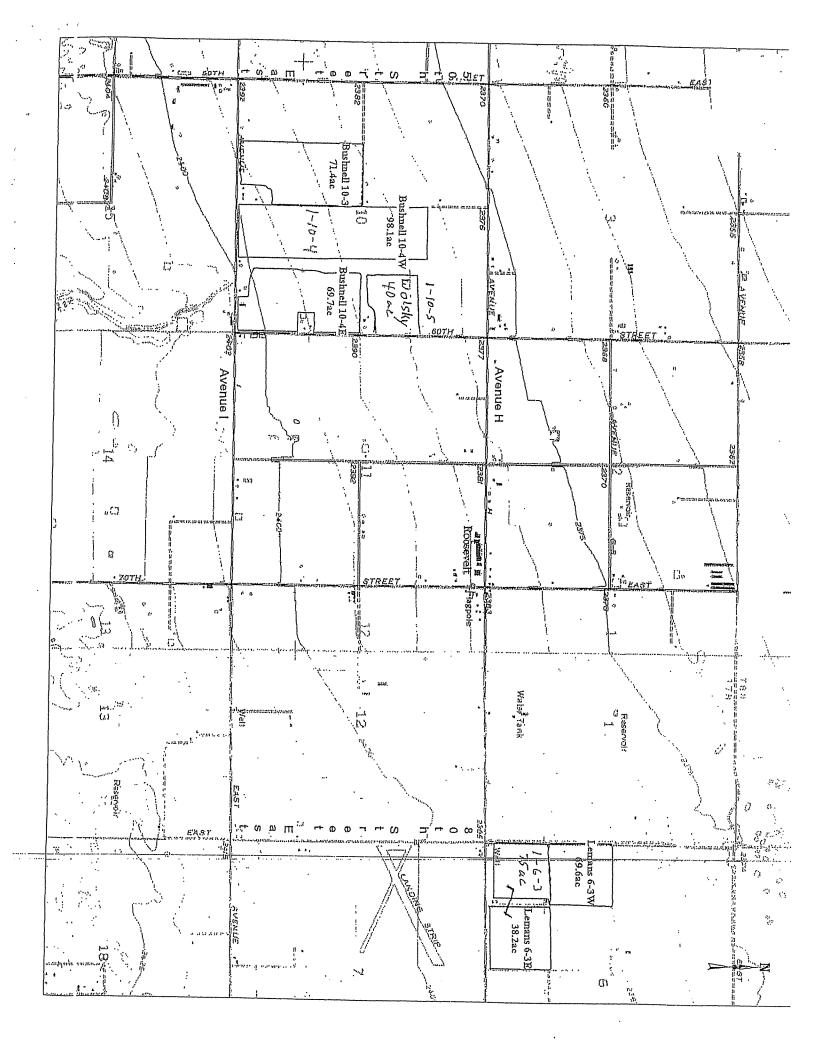
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BILL TO WAR COME

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CALANDRI/SONRISE FARMS

4.38 写一点 产品的特殊

本的种种部、磁学工程/ST、WEST: (5)/2 PALMONDE, CA 93551

FOR NUMBER OF WENCE TO ? INVOICE NO I 11071 AUSTO TO

RESEELENS W .

EXP CENT 4 ...

SHIP TO : 12020202020202 SON RISE FARMS

> 752 WEST AVE L LANCHSTER, CA 98534 TO THE STATE OF TH 为中心与自己等。

DIT. TOME

等於明確, 200

TERMS \* \* NET DUE 10 DAYS

国际的哲学会6704 DUELIBUE 的性L主动能液平 DOTE 計 06/16/04 DELIZERY TEME A DODOO

1. 新原(A)

FRODUCT DESCRIPTION

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UNITS NETT TENNET

SALE PRICE

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B/L 745767

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JUNE PRODUCTS

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LES ÉTOTAGE INVOICE :

IN COLUMN PROPERTY OF THE TAIL

罗斯特里的人。

**非**性不認定 Avole East Harmitax

No

NOTE | SRIS-3900 GAL/RTIZI-3407 GALDATE REC'OLD ALTO YEAR AMI 9410.66 AVP Entered 6-97-04 GL# 6371

Date Paid

RETAIN/THAS INVOICE FOR YOUR RECORDS \*\*\*

\*\*\* A BERVIOE CHARGE CIFCLIFICATION PER MONTH (ANNUAL RATE of 18%) \*\*\* WILL BE CHARGED ON OVERDUE ACCOUNTS

11:44am From-PETRO-Loc	ck, Inc.	+6619453792	T-171 P.014/031	F-534
Atn: Connie 223-2410	•	•		
423-2410	PETRO LOCK, IN 45315 N T	REVOR AVE		
	Lancaster, C ————————————————————————————————————			5 M manage at 1800 M m 1110 M m 401110 M m 11
	BILL OF	LADING		
SHIP TO : 74090/0000001 SON RISE FARMS		CAL-T-	109 753	
752 WEST AVE L LANCASTER, CA 93534				
P O NUMBER : KEN RESELLER # : EXP CERT # : BILL OF LADING: 748	071 5 <i>76</i> 7 DISPATCHER	DRIVER TRUCK DEL DA DEL TI	TE : 06/16/	
PRODUCT RACK DESCRIFTION	GRAVITY 1993, P <u>33.90</u> ED DISEL, 3, NA1	TEMP ORDERED  85 993, PG III	7307	UNIT NET 725 R Y/N
	ירטיר	1LS	: 	
SFLIT LOAD [Yes]	OUR PUMP USED	CYesl SFLIT UN	LOAD [Yes] #	Baselines Company of the Company of
LOADING TIME DATE <u>2-16-09</u> TIME IN <u>12:1/5</u> OUT	12:45 AM FM	DEL DE	NADING TIME TTE <u>6-16-04</u> N <u>235</u> DUT	3145 AM.
M EXP DELAY MILEAGE:	START <u>941954</u>	END <u>442643</u> = TUTF	LAY AL <u>87</u>	M) of a second rate rate of the second secon
COMMENT : FILL SR15-BAL LOCATION : 661-945-0616		APPROX TANKS ALT RACK :	SIZE :	·
		CRY SLIP FOR YOUR CLLS 1-800-623-825		,
REC' BY :		DRIVER :	Juin REE	:
SR-15 3,900 Gal	AT-121 3407 6	·/	•	

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

PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 661 948 6044

ISPATCH INVOICE

07/09/04

BILL TO :

74090

CALANDRI/SONRISE FARMS

40445 STTH ST WEST PALMDALE, CA 93551

P O NUMBER

INVOICE NO 11192

RESELLERS # : EXP CERT #

SHIP TO : 四边边边边边1

SON RISE FARMS

758 WEST AVE L LANCASTER, CA 93534

TERMS

NET DUE 10 DAYS

BILL DUE : 07/19/04 DELIVERY DATE : 07/09/04 DELIVERY TIME : DODG

44 44 44	PRODUCT DESCRIPTION DIESEL FUEL, 3, NA1993, PGII B/L 797552	UNITS ORDERED 7,500.00	UNITS NET 7,120.00	SALE PRICE 1.37800	EXTENSIC
ÄÜÜ	SPLIT DELIVERY		and the second second	· · · · · · · · · · · · · · · · · · ·	9,811.36
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TOTAL INVOICE

10,501.83

Mo

NOTE : 5100g TO #RT121

Blum LK70 Farm Tax

& 8100g TO #RT163 Date Rec'd 7-14-04 Amt 10,501.8:

A/P Entered 7-14-04 GL# 4371

Date Paid \_\_\_\_\_ CK#

RETAIN THIS INVOICE FOR YOUR RECORDS \*\*\* **፟**፟፠፞፠

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

PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 661 948 6044

BILL OF FADINB

SHIP TO ; 74090/0000000001 SON RISE FARMS

CAL-T-109 753

758 WEST AVE L LANCASTER, CA 93534

INVOICE NO : 11182 B SHAMUN G R RESELLER # EXP CERT # : BILL OF LADING T.

DRIVER TRUCK DEL DATE DEL TIME : WO: WO

DISPATCHER: 004 PRODUCT RACK DESCRIPTION ロルエエジ UNITS EPA GRAVITY TEMP UNI ORDERED GRUSS 4015 DIESEL FUEL, 3, NA1993, P. NE CHEVRON/EL SEGUNDOHS DYED DISEL, 3, NA1993, PG 111 7,500.0 AFFROX BEF \_\_\_\_\_ AFT \_\_\_\_ BEF \_\_\_\_ AFT WATER Y/N And that that has hall less than

TOTALS 7,500.0

SPLIT LOAD [Yes] OUR PUMP USED (YES)

SPEIT UNLOAD (VES) #\_\_

LOADING TIME DATE JOYLOG TIME IN 10:05 OUT ILLOO GEN FM

UNLOADING TIME
DEL DATE 7 19/04
TIME IN 1/15 OUT 6/25 AM

EXP DELAY MILEAGE: START 448033 ENDAUS = TOTAL 86

COMMENT. :

14

LOCATION : 661-945-0616

APPROX TANKS SIZE : ALT RACK : EBQB

RETAIN. THIS DELIVERY SLIP FOR YOUR RECORDS \*\*\* ※>>> EMERGENEY GPTLLS 1-6000-635-6255 (((來

Fill 65th E & J + RT121 600 GAL



Bulance to 70th EXX # RT163 2106 GAL

#### PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 661 948 6044

DISPATCH INVOICE

05/13/04

BILL TO a

74090

CALANDRI/SONRISE FARMS

SHIP TO # (2)(2)(2)(2)(2)(2)(1

SON RISE FARMS

40445 E7TH ST WEST PALMDALE, CA 93551

752 WEST AVE L LANCASTER, CA 93534

P O NUMBER RT103-3400 GAL./RT121-4000 GAL TERMS

\* NET DUE 10 DAYS

INVOICE NO 10930

RESELLERS # EXP CERT #

!!

BILL DUE \* 05/23/04 DELIVERY DATE a 05/13/04

DELIVERY TIME : 202020

RACK DESCRIPTION	CRERED	UNITS	SALE PRICE	EXTENSION
1125 DIESEL DYED, 3, NA1993, PG11 B/L 441993	7,334.00	7,334,00	1.60130	11,743.93
AØ8 SPLIT DELIVERY FREIGHT CA SPILL FUND EXMPT TAXABLE LA SALE	s TAX	1.00 7,334.00 7,334.00 11,752.66	25. 00000 . 045700 . 001190 . 032500	25. 22 335. 16 8. 73 381. 96
				\$4144 48434 \$4334 46437 \$4571 45334 47578 44644 44664

TOTAL INVOICE

12,494.78

NOTE : RT103-3400 GAL/RT121-4000 GAL Farm Tax

K-70

Avole East

Yes Date Rec'd 5

A/P Entered 5-21-14

CK# Date Paid

外母母 RETAIN THIS INVOICE FOR YOUR RECORDS \*\*\*

\*\*\* A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 10%) \*\*\* WILL BE CHARGED ON OVERDUE ACCOUNTS 46-46-46 \*\*\*



RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET		
Brown	2000	carrot	80	4.55	364		
		onion	65	5.22	339.3		
		potato	0	3.35	0		
2000 Brow	n Total				703.3		
	2001	carrot	65	4.55	295.75		
		onion	-80	5.22	417.6		
		potato	0	3.35	0		
2001 Brow	n Total				713.35		
		· ·					
	2002	carrot	80	4.55	364		
		onions	65	5.22	339.3		
		potato	0	3.35	0		
2002 Brow	n Total .				703.3		
	2003	carrot	. 0	4.55	0		
		onion	0	5.22	0		
		potato	0	3.35	0		
2003 Brown	n Total				0		
	2004	carrot	. 0	4.55	0		
		onion	0	5.22	0		
		potato	0	3.35	0		
2004 Browi	n Total				0		
Total Brown Groundwater 2000 to 2004							

#### Makram Gharib

P.O. Box 661206 Arcadia, CA 91066-1206

Bob Reedy FAX 310-5380308

# urgent

To:

Ms. Donna

Company:

Fax Number:

acsim

+1 (661) 945-2930

Business Phone:

From:

Mr. Makram Gharib

Fax Number:

Makfg357@aol.com@+1 (775) 254-0403

Business Phone:

(626) 445-8010

Home Phone:

Pages:

8

Date/Time:

11/19/01 1:58:16 PM

Subject:

ground lease

#### Donna:

Please fax the executed copy to 775-245-0403. or 603-661-6981. As we discussed. This is the same as last year with the exception of the \$500 addition fo this year to help Dr. Saddick make payments. Please call me if you have any questions. I can be paged at 626-212-8994. This afternoon I will be at 818-248-1177. The check should be made payable to Cal West & Hamf Holding. Mail the check to P.O. Box 661206, Arcadia, CA 91066-1206.

Thank you, Makram Gharib

Makram,
please fox bach segned "initialed...
check will follow. This is the way I do it
with all other people I do business with
My father "I have done business here for
My father "I have done business here for

#### COMMERCIAL GROUND LEASE

This lease ("Lease"), made by and between Hamf Holdings, a limited Partnership and Cal West Properties, a Nevada Corporation 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 twelve consecutive months beginning January 1, 2002 and ending December 31, 2002.

This Lease shall encompass approximately 195 acres (as described by the records of the Los Angels County Assessor's Office and identified as parcels 3075-015-001, 002, 003, 005, 007 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 Lease.

#### 2. Use of the Premises.

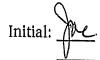
The lease premises are to be used by Lessee for the purpose of farming; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts which may be reasonable or necessary in connection with such farming operation. Lessee shall conduct its farming in conformity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

#### 3. Rental.

Lessee agrees to pay by way of rent for the term of this Lease the sum of TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500) Dollars per year, which will be payable upon the execution of this Lease. Therefore, this Lease will not take effect unless Lessor's Agent (Makram Gharib) is in receipt of a cashing check for the full amount of rent stated herein. Thereafter, the rent shall be due and payable annually, in advance.

## 4. Occupancy.

Lessee shall be entitled to use the leased land, and any well(s) that may currently exist on the leased property. Lessee agrees to purchase and maintain during the term of this Lease, at Lessee's sole cost and expense, and with companies acceptable to Lessor, public liability insurance for protection against liability to persons or property or claims arising as



an incident to the use of, or resulting from, an accident or event occurring in or about the premises. This limits of liability under said public liability insurance shall be no less than one million (\$1,000,000) dollars for any one accident, and one hundred thousand (\$100,000) dollars for property damages. Lessor shall be named as additional insured and evidence of such insurance must be provided to Lessor.

#### 5. Utilities.

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the premises, the use of which shall be exclusively by and for the Lessee. If utility extensions are required, same shall be at the expense of Lessee.

#### 6. Equipment.

Lessee shall maintain Lessor's equipment (consisting of a pump and a barn) in addition to Lessee's own equipment (consisting of the above ground wells, electric motor, engine(s), panels, and storage tanks).

#### 7. Condition fo the Premises.

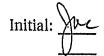
Lessee acknowledge that it has inspected the demised premises, that the same are in good and tenantable condition. Lessor makes no representations or warranty with regard to the condition fo the premises. Lessee shall not remove, alter, modify or demolish any building or other improvement located upon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

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

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

### 8. 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 regulations was in effect at the time for the signing of the Lease or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to local, state, and/or federal Superfund Laws, the Resources Conservation and Recovery Act, the Hazardous Waste Control Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Aact, 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.

#### 8a. Indemnification.

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

#### 9. Mechanics' Liens and encumbrances.

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

#### 10. Right of Entry.

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



#### 11. Default of Lessee.

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

#### 12. Surrender of Premises.

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

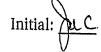
#### 13. Notices.

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

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

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

Hamf Holdings & Cal West Properties



C/O Makram Gharib P.O. Box 661206 Arcadia, CA 91066-1206

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

Son Rise Farms

43933 Ryckebosch-Lane 40445 27 \$ 57 W Pac

Lancaster, GA 92535-6205 Palm dule, Ca

93551

- 14. Miscellaneous.
- (a) Except as may be inconsistent with or contrary to the provisions of this Lease, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by 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) Lessor is entitled to reasonable attorneys 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 obligation hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under the 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;



- (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 the Lease; and
- (h) If any 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.
- 15. First Right of refusal.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture to take effect on January 1, 2002.

LESSOR:

Hamf Holdings, a Limited Partnership and Cal West Properties, a Nevada Corporation

Makram Gharib, Agent for Cal West Properties

Date: November <u>20</u>, 2001

Initial:

Makram Gharib, Agent for Hamf Holdings, a Limited Partnership

Date: November 20, 2001

LESSEE:

Son Rise Farms

John A. Calandri

Date: November 20, 2001

Initial: pec

#### ACTIVITY REPORT (SENDING)

\*

\*

NOV-21-2001 WED 09:46 AM \*

*-	#	DATE	START	RECEIVER	TX TIME	PAGES	3 TYPE	NOTE	*
*	01	NOV-19	02:23 PM	JCF SHED	54"	1	SEND	0.17	*
*	02		03:39 PM	ANTLLC	33"	1	SEND	OK	*
*	03	NOV-20	06:17 AM	A D I	1' 15"	5	SEND	OK	*
*	04		06:22 AM	93271373	00"	0	SEND	OK	*
*	05		06:33 AM	ADI WS SHED	1' 22"	1	SEND	NO RESPONSE	*
*	06		07:09 AM	99426103	1'11"	6	SEND	OK	*
*	07		07:26 AM	JCF SHED	1'18"	1	SEND	OK	*
*	80		07:43 AM	92515165	1, 22,	2	SEND	OK OK	*
*	09		08:06 AM	99426103	26"	1	SEND	OK OK	*
*	10		09:13 AM	JCF SHED	35"	1	SEND	OK	*
ж	11		09:37 AM	917752540403	4' 01"	8	SEND	OK	*
	12		10:28 AM	JCF SHED	45"	1	SEND	OK	*
	13		11:52 AM	ADI WS SHED	1' 46"	3	SEND	OK	*
	14		12:13 PM	92515165	1'01"	1	SEND	OK OK	*
	15	•	01:37 PM	JCF SHED	1'47"	· 3	SEND	OK	. A.
	16		02:31 PM	A D I	59"	3	SEND	OK	<b>ж</b>
	17		02:32 PM	JCF SHED	1' 26"	2	SEND	OK	*
	18		02:59 PM	JCF SHED	52"	1	SEND	OK OK	<del>م</del>
*	19		03:03 PM	JCF SHED	54"	i	SEND	OK .	<i>*</i>
*	20		04:11 PM	93271373	00"	Ō	SEND	NO RESPONSE	4
*	21		04:30 PM	ANTLLC	56"	2	SEND	OK KEBI ONBE	4
*	22		04:31 PM	BROADCAST 2	3' 51"	5	BROADCAST	2- 2 OK	4
*		NOV-21	07:23 AM	JCF SHED	1' 19"	1	SEND	OK OK	4
	24		08:56 AM	BROADCAST 2	1'51"	2	BROADCAST	2- 2 OK	4
*	25		09:02 AM	BROADCAST 2	4140	1	DD01D010m		<i>A</i>
*4	1263	HE WATER	3101921A271AM	BROADCAST 2 21-311055180508		เมเรเวลเหลือส	ar S. F. N. Der en al de la company de la co	Maritanin Marita	7
*-			THE STATE OF THE PROPERTY OF THE PARTY.	MAGasan		er e Benny Clas	HERETT PRESENTATION OF THE PROPERTY OF THE	onnnakuus va AKHIIN	* 
*					TOTAL : 34' 37"	61			
Ψ						٠.			*

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#### COMMERCIAL GROUND LEASE

This lease ("Lease"), made by and between Hamf Holdings, a limited Partnership and Cai West Properties, a Nevada Corporation 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 twelve consecutive months beginning January 1, 2001 and ending December 31, 2001.

This Lease shall encompass approximately 195 acres (as described by the records of the Los Angels County Assessor's Office and identified as parcels 3075-015-001, 002, 003, 005, 007 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 Lease.

#### 2. Use of the Premises.

The lease 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 local, state, and federal laws.

#### 3. Rental.

Lessee agrees to pay by way of rent for the term of this Lease the sum of \$23,000 per year, which will be payable upon the execution of this Lease. Therefore, this Lease will not take effect unless Lessor's Agent (Makram Gharib) is in receipt of a cashier check in the full amount of \$23,000. Thereafter, the rent shall be due and payable annually, in advance.

## 4. Occupancy.

Lessee shall be entitled to use 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

Initial: M.

-1-

an incident to the use of, or resulting from, an accident or event occurring in or about the premises. This limits of liability under said public liability insurance shall be no less than one million (\$1,000,000) dollars for any one accident, and one hundred thousand (\$100,000) dollars for property damages. Lessor shall be named as additional insured and evidence of such insurance must be provided to Lessor.

#### 5. Utilities.

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the premises, the use of which shall be exclusively by and for the Lessee. If utility extensions are required, same shall be at the expense of Lessee.

#### 6. Equipment.

Lessee shall maintain Lessor's equipment (consisting of a pump and a barn) in addition to Lessee's own equipment (consisting of the above ground wells, electric motor, engine(s), panels, and storage tanks).

#### 7. Condition fo the Premises.

Lessee acknowledge 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 fo the premises. Lessee shall not remove, alter, modify or demolish any building or other improvement located upon the demised premises or any improvement thereon.

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

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

## 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

Initial:

of the term hereof, whether said regulations was in effect at the time for the signing of the Lease or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to local, state, and/or federal Superfund Laws, the Resources Conservation and Recovery Act, the Hazardous Waste Control Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Aact, 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.

#### 8a. Indemnification.

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

## 9. Mechanics' Liens and encumbrances.

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

## 10. Right of Entry.

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

Initial: M. G

#### 11. Default of Lessee.

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

#### 12. Surrender of Premises.

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

#### 13. Notices.

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

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

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

Initial: M. G

Hamf Holdings & Cal West Properties C/O Makram Gharib P.O. Box 661206 Arcadia, CA 91066-1206

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

Son Rise Farms 43933 Ryckebosch Lane Lancaster, CA 92535-6205

- 14. Miscellaneous.
- (a) Except as may be inconsistent with or contrary to the provisions of this Lease, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by 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) Lessor is entitled to reasonable attorneys 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 obligation hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under the 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;

initial: M. 5

-5-

- (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 the Lease; and
- (h) If any 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.
- 15. First Right of refusal.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture to take effect on January 1, 2001.

LESSOR:

Hamf Holdings, a Limited Partnership and Cal West Prøperties, a Nevada Corporation

Makram/Gharib, Agent for Cal West Properties

Date: December 4, 2000

Initia

Makram Gharib, Agent for Hamf Holdings, a
Limited Partnership

Date: December 4, 2000

LESSEE:

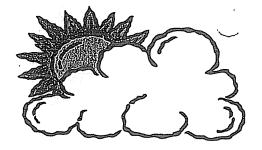
Son Rise Farms

John A. Calandri

Date: December 5, 2000

Initial: M. 6 -

-7-



September 10, 1999



## SON RISE FARMS

John A. Calandri 43933 Ryckebosch Lane Lancaster, Ca. 93535 Telephone 661-945-5116 Fax 661-945-2930

SENDER: © Complete Items 1 and/or 2 for additional services, © Complete Items 3, 4a, and 4b. © Print your name and address on the reverse of this form so that we can return this I also wish to receive the following services (for an card to you.

Attach this form to the front of the malipiece, or on the back if space does not Walter A. Spivak extra fee): permit.

Write "Return Receipt Requested" on the maliplece below the article number. The Return Receipt will show to whom the article was delivered and the date 1. Addressee's Address Sallie Spivak 2. 

Restricted Delivery Phillip A. Spivak Consult postmaster for fee. RETURN ADDRESS completed 3. Article Addressed to: C/o Foothill Realty 4a. Article Number DIUaKS 7317 Pearblossom Hwy. 240242 4b. Service Type Littlerock, Ca. 93543 ☐ Registered Certified ☐ Express Mail Insured ☐ Return Receipt for Merchandise ☐ COD 7. Date of Delivery RE: Lease Extension 5. Received By: (Print Name) 8. Addréssee's Address (Only If requested and fee is paid) 6. Signature/(Addressee or Agent) Dear Spivaks: PS Form 3817, December 1994 102595-97-B-0179 Domestic Return Receipt This letter is to notify you of my intention to exercise the second 1-year option. According to the modification letter dated September 11, 1996, the rate will be \$100.00 per acre or 19,500.00 for the year 2000 lease. Please sign and return the original in the enclosed postage paid envelope, should you have any questions, feel free to telephone me at the above. Sincerely, John A. Calandri Owner date Walter A. Spivak Sallie Spivak date Phillip A. Spivak

#### <u>LEASE</u>

This Lease, made by and between <u>Walter A. Spivak</u>, <u>Sallie Spivak and Philip A.</u>

<u>Spivak</u> referred to in this Lease as "Lessor", and SonRise Farms, Inc., a California 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 <u>twenty-four</u> (24) consecutive months beginning <u>January 1, 1997</u> and ending <u>December 31, 1998.</u>

This Lease shall encompass approximately <u>One Hundred Ninety Five (195)</u> acres known as Assessor's Parcel Number 3075-015-002, 003, 005, and 007, the legal description herein by reference:

The North half of the West half of the Southwest Quarter of Section 34 Township 6 North, Range 9 West, San Bernardino Meridian, County of Los Angeles, State of California. EXCEPTING THEREFROM, the Northerly 300 feet of the Westerly 195 feet, consisting of five acres more or less.

The South half of the West half of the Southwest Quarter of Section 34, Township 6 North, Range 9 West, San Bernardino Meridian, County of Los Angeles, State of California.

The Northeast quarter of the Southwest quarter of Section 34, Township 6
North, Range 9 West, Sand Bernardino Meridian, County of Los Angeles, State of California.

The Northwest quarter of the Southwest quarter of Section 34, Township 6 North, Range 9 West, Sand Bernardino Meridian, County of Los Angeles, State of California.

The Southwest quarter of the Southwest quarter of Section 34, Township 6 North, Range 9 West, Sand Bernardino Meridian, County of Los Angeles, State of California.

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 \$\frac{65.00}{2}\$ per acre, per year, or a total of Twelve Thousand Six Hundred Seventy Five Dollars and 00/100 (\$12,675.00) per year, which will be payable upon the execution of this Lease. Thereafter, the rent shall be due and payable annually, in advance.

#### 4. Occupancy

Lessee shall be entitled to use of the Leased land, 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. <u>Utilities</u>

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 extensions are required, same shall be at the expense of Lessee.

## 6. Equipment

There is no equipment to be leased in connection with this agreement.

## 7. <u>Assignment or Sublease</u>

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 transferree 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 this Lease.

## 8. <u>Condition of Premises</u>

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 or the soil's suitability for growing the crops Lessee is authorized to grow under the terms of this lease. 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, 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 insecticides, pesticides, fumigants, hazardous wastes 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.

Lessee is aware that the five acres excluded from the first parcel described in Provision No. 1, contains a residence occupied by Mr. Carvel Brown, former husband of Sallie Anna Spivak. Lessee agrees not to interfere with the occupation and quiet enjoyment of Mr. Brown of the said five acres. Lessee is further aware that Mr. Carvel Brown claims some ownership interest in the property which is the subject of this lease and Walter Spivak hereby represents and warrants that he has full authority under the law to execute this lease and Lessors hereby indemnifies and saves harmless Lessee from any claim or demand which may be made against Lessee by the said Carvel Brown, including but not limited to attorney's fees, or damages that Lessee is forced to expend or becomes liable to expend, as a result of 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 sub-lessees, 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. <u>Default of Lessee</u>

If any payments shall be due and unpaid after fifteen (15) days written notice of default, or if any default shall be made in any of the covenants or agreements on the part of Lessee contained in this Lease, or in the event Lessee is adjudicated as bankrupt or insolvent,

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

## 13. Surrender of Premises

At the expiration of the term of this Lease or any sooner termination of this Lease, Lessee agrees to quit and surrender the premises and all appurtenances thereon and in good state and condition as reasonable use and wear thereof will permit. Lessee shall remove

all debris associated with Lessee's farming operation, leaving the land free of any reservoirs, pits, or earthen mounds that were created by Lessee.

#### 14. Notices

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

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

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

Mr. Walter Spivak

Ms. Sallie Spivak

Mr. Philip A. Spivak

c/o Foothill Realty

7317 Pearblossom Hwy.

Littlerock, CA 93543

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

SonRise Farms, Inc.

Mr. John A. Calandri

742 West Avenue L

Lancaster, CA 93536

#### 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. Lease Extension

It is agreed that so long as Lessee is not in default of any terms, conditions or covenants of this Lease, Lessee shall have the right to two (2) options to extend for an additional one (1) year period, provided that a thirty (30) day notice is given by Lessee prior to termination date of this Lease. In the event Lessee elects to extend, all terms and conditions of this Lease are to remain the same.

## 17. First Right of Refusal

It is agreed that so long as Lessee is not in default of any terms, conditions or covenants of this Lease, or any extension thereof, Lessee shall have the first right of refusal to relet the premises under the same terms and conditions contained within this Lease. 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 let 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 let the demised premises. Should Lessee fail to notify the Lessor in writing of Lessee's election to lease demised premises, Lessee's First Right of Refusal shall be deemed waived. If Lessee notifies Lessor in the affirmative to lease the demised premises, the Lessor, within a reasonable period of time, shall draft leases and deliver them to Lessee for execution. Upon delivery of said leases, Lessee shall have (15) days in which to execute and return said leases to Lessor.

## 18. Non-Disturbance Agreement

The Lessor covenants and agrees that, so long as the Lease is in full force and effect, the Lessee shall not be joined as a party defendant in any foreclosure action or proceeding which may be instituted or taken by the Beneficiary, nor shall the Lessee be evicted from the demised premises, or any of the Lessee's rights under the Lease be affected in any way, by reason of any default under the secured debt except as hereinafter provided.

In the event any action is instituted by the Beneficiary to foreclose the secured debt or otherwise enforce it, the Lessee shall promptly upon notice by the Beneficiary pay to the Beneficiary all rent due and to become due under this Lease.

It is a condition of this Agreement that the Lessee shall not at any time make any payment of advance rent or prepay rent to the Owner prior to the time when rent payments are due. It being understood that the rent is payable annually in advance.

If the Beneficiary shall succeed to the position of the Owner, the Lessee shall attorn to the Beneficiary and recognize it as the Landlord under the Lease and promptly execute and deliver an attornment agreement upon request of the Lessor.

The covenants and agreements herein contained shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon the successors in interest of the parties hereto.

#### 19. Real Property Taxes

Lessor shall pay, on or before the due date for each installment, all real property taxes affecting the premises including, without limitation, special assessments of any nature, obligations imposed by any governmental authority, and a voluntarily-created "Community Facilities District" pursuant to the Mello-Roos Community Facilities Act of 1982. In the event Lessor fails to pay any such payment, assessment or installment in a timely manner, Lessee reserves the right to make such payment and offset the amount of such payment against the rent due and owning hereunder to Lessor. If the rent due and owing pursuant to the remaining term of the Lease is less than the amount of such offset, Lessor shall remit to Lessee the difference between offset owed to Lessee and rent owed to Lessor, within ten (10) calendar days of receipt of written demand therefor from Lessee.

## 20. Lessee's Right To Cancel - Well Inspection(s)

Lessor agrees to furnish lessee with a conforming copy of any and all well reports which are currently in the possession of or control of Lessor. Lessee acknowledges that any well reports furnished by Lessor may be outdated and may not accurately reflect the

current condition of any or all of the wells. Lessee shall perform or cause to be performed well tests at the property. Prior to beginning testing Lessee shall provide Lessor with a complete list of all tests to be performed and after the completion of all well tests Lessee shall provide Lessor with a conforming copy of all tests and studies performed by Lessee in connection with the existing wells. In the event the findings contained within the reports are unacceptable to Lessee, Lessee reserves the right to terminate this Lease without penalty, provided however that Lessee's disapproval is delivered to Lessor within forty five (45) days from Lessor's delivery to Lessee of Lessor's written acceptance of this Lease. In the event Lessee terminates the Lease pursuant to this provision Lessee shall be refunded all monies paid to Lessor as rent (if any), less prorated rent for time of Lessee's possession.

## 21. 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.

## 22. Rent Payments

Lessor and Lessee agree that all rent payments made by Lessee shall be bank deposited in a trust-account, designated by Lessor, for the benefit of Walter A. Spivak and Sallie Spivak, and Phillip A. Spivak.

IN WITNESS WHEREOF, Lessor	and Lessee have executed this indenture as of
August, 1996.	
LESSOR:	BY: Walter A. Spivak
	BY: Sallie Spivak
	BY: Philip A. Spivak
LESSEE:	SonRise Farms, Inc.
	BY:

John A. Calandri

Brown

## COMMERCIAL GROUND LEASE

This lease ("Lease"), made by and between Hamf Holdings, a limited Partnership and Cal West Properties, a Nevada Corporation 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 twelve consecutive months beginning January 1, 2002 and ending December 31, 2002.

This Lease shall encompass approximately 195 acres (as described by the records of the Los Angels County Assessor's Office and identified as parcels 3075-015-001, 002, 003, 005, 007 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 Lease.

#### 2. Use of the Premises.

The lease 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 local, state, and federal laws.

#### 3. Rental.

Lessee agrees to pay by way of rent for the term of this Lease the sum of TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500) Dollars per year, which will be payable upon the execution of this Lease. Therefore, this Lease will not take effect unless Lessor's Agent (Makram Gharib) is in receipt of a cashing check for the full amount of rent stated herein. Thereafter, the rent shall be due and payable annually, in advance.

## 4. Occupancy.

Lessee shall be entitled to use 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

Initial:

an incident to the use of, or resulting from, an accident or event occurring in or about the premises. This limits of liability under said public liability insurance shall be no less than one million (\$1,000,000) dollars for any one accident, and one hundred thousand (\$100,000) dollars for property damages. Lessor shall be named as additional insured and evidence of such insurance must be provided to Lessor.

#### 5. Utilities.

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the premises, the use of which shall be exclusively by and for the Lessee. If utility extensions are required, same shall be at the expense of Lessee.

#### 6. Equipment.

Lessee shall maintain Lessor's equipment (consisting of a pump and a barn) in addition to Lessee's own equipment (consisting of the above ground wells, electric motor, engine(s), panels, and storage tanks).

#### 7. Condition fo the Premises.

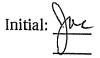
Lessee acknowledge that it has inspected the demised premises, that the same are in good and tenantable condition. Lessor makes no representations or warranty with regard to the condition fo the premises. Lessee shall not remove, alter, modify or demolish any building or other improvement located upon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

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

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

## 8. 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 regulations was in effect at the time for the signing of the Lease or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to local, state, and/or federal Superfund Laws, the Resources Conservation and Recovery Act, the Hazardous Waste Control Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Aact, 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.

#### 8a. Indemnification.

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

#### 9. Mechanics' Liens and encumbrances.

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

#### 10. Right of Entry.

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



#### 11. Default of Lessee.

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

#### 12. Surrender of Premises.

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

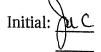
#### 13. Notices.

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

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

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

Hamf Holdings & Cal West Properties



C/O Makram Gharib P.O. Box 661206 Arcadia, CA 91066-1206

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

Son Rise Farms
-43933 Ryckebosch-Lane 40445 27 \$ 5 + W Jac
Lancaster, GA 92535-6205 Palm dale, Ca
93551

- 14. Miscellaneous.
- (a) Except as may be inconsistent with or contrary to the provisions of this Lease, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by 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;
- Lessor is entitled to reasonable attorneys 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 obligation hereunder shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under the 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;



- (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 the Lease; and
- (h) If any 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.
- 15. First Right of refusal.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture to take effect on January 1, 2002.

LESSOR:

Hamf Holdings, a Limited Partnership and Cal West Properties, a Nevada Corporation

Makram Gharib, Agent for Cal West Properties

Date: November 20, 2001

Initial: Ve

Makram Gharib, Agent for Hamf Holdings, a Limited Partnership

Date: November <u>2D</u>, 2001

LESSEE:

Son Rise Farms

John A. Calandri

Date: November <u>20</u>, 2001

nitial:

\*

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· #	DATE	START	RECEIVER	TX TIME	PAGE	S TYPE	NOTE
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	NOV-20	06:17 AM	A D I	1' 15"	5	SEND	OK
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05		06:33 AM	ADI WS SHED	1'22"	1	SEND	OK WEBLONSE
06		07:09 AM	99426103	1'11"	6	SEND	OK
07		07:26 AM	JCF SHED	1'18"	1	SEND	OK
80		07:43 AM	92515165	1'22"	2	SEND	OK
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10		09:13 AM	JCF SHED	35 <b>"</b>	1	SEND	OK
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				TOTAL : 34' 37"	61		

\*

#### Makram Gharib

P.O. Box 661206 Arcadia, CA 91066-1206

Bob Reedy FAX 310-5380308

# urgent

facsimile

To:

Ms. Donna

Company:

Fax Number:

+1 (661) 945-2930

**Business Phone:** 

From:

Mr. Makram Gharib

Fax Number:

Makfg357@aol.com@+1 (775) 254-0403

Business Phone:

(626) 445-8010

Home Phone:

Pages:

8

Date/Time:

11/19/01 1:58:16 PM

Subject:

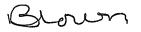
ground lease

#### Donna:

Please fax the executed copy to 775-245-0403. or 603-661-6981. As we discussed. This is the same as last year with the exception of the \$500 addition fo this year to help Dr. Saddick make payments. Please call me if you have any questions. I can be paged at 626-212-8994. This afternoon I will be at 818-248-1177. The check should be made payable to Cal West & Hamf Holding. Mail the check to P.O. Box 661206, Arcadia, CA 91066-1206.

Thank you, Makram Gharib

Makram,
please fox bach signed "initialed. cleck will follow. This is the way I do it
with all other people I do business with.
My father "I have done business here for
My father "I have done business here for
My father "So years. averymelse trust us.



## COMMERCIAL GROUND LEASE

This lease ("Lease"), made by and between Hamf Holdings, a limited Partnership and Cal West Properties, a Nevada Corporation 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 twelve consecutive months beginning January 1, 2002 and ending December 31, 2002.

This Lease shall encompass approximately 195 acres (as described by the records of the Los Angels County Assessor's Office and identified as parcels 3075-015-001, 002, 003, 005, 007 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 Lease.

#### 2. Use of the Premises.

The lease 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 local, state, and federal laws.

#### 3. Rental.

Lessee agrees to pay by way of rent for the term of this Lease the sum of TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500) Dollars per year, which will be payable upon the execution of this Lease. Therefore, this Lease will not take effect unless Lessor's Agent (Makram Gharib) is in receipt of a eashing check for the full amount of rent stated herein. Thereafter, the rent shall be due and payable annually, in advance.

## 4. Occupancy.

Lessee shall be entitled to use 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

Initial:

an incident to the use of, or resulting from, an accident or event occurring in or about the premises. This limits of liability under said public liability insurance shall be no less than one million (\$1,000,000) dollars for any one accident, and one hundred thousand (\$100,000) dollars for property damages. Lessor shall be named as additional insured and evidence of such insurance must be provided to Lessor.

#### 5. Utilities.

Lessee agrees to pay for the utilities used in connection with the existing wells, if any, located on the premises, the use of which shall be exclusively by and for the Lessee. If utility extensions are required, same shall be at the expense of Lessee.

#### 6. Equipment.

Lessee shall maintain Lessor's equipment (consisting of a pump and a barn) in addition to Lessee's own equipment (consisting of the above ground wells, electric motor, engine(s), panels, and storage tanks).

#### 7. Condition fo the Premises.

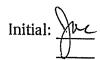
Lessee acknowledge that it has inspected the demised premises, that the same are in good and tenantable condition. Lessor makes no representations or warranty with regard to the condition fo the premises. Lessee shall not remove, alter, modify or demolish any building or other improvement located upon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

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

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

## 8. 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 regulations was in effect at the time for the signing of the Lease or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to local, state, and/or federal Superfund Laws, the Resources Conservation and Recovery Act, the Hazardous Waste Control Act, the Clean Water Act, the Federal Insecticide, Fungicide & Rodenticide Aact, 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.

#### 8a. Indemnification.

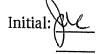
Lessee shall indemnify, defend and hold Lessor harmless for any and all costs, expenses, including attorney's fees, or damages that Lessor is forced to expend or becomes liable to expend, as a result of the Lessee's use of the premises.

#### 9. Mechanics' Liens and encumbrances.

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

#### 10. Right of Entry.

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



#### 11. Default of Lessee.

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

#### 12. Surrender of Premises.

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

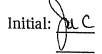
#### 13. Notices.

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

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

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

Hamf Holdings & Cal West Properties



C/O Makram Gharib P.O. Box 661206 Arcadia, CA 91066-1206

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

Son Rise Farms
-43933 Ryckebosch-Lane- 40445 27 \$ 57 W Fac
Lancaster, GA 92535-6205 Palm dr/E, Ca
93551

- 14. Miscellaneous.
- Except as may be inconsistent with or contrary to the provisions of this Lease, (a) 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:
- Lessee waives for itself and those claiming under it all rights now and hereafter (b) existing to redeem the demised premises after termination of Lessee's right to occupancy by order or judgment of any court;
- Lessor is entitled to reasonable attorneys fees and other expenses incurred by (c) 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;
- No waiver by Lessor of any breach by Lessee of any of his obligation hereunder (d) shall be deemed to be a waiver of any subsequent or continuing breach of the same or any other agreement under the Lease;
- In the event Lessee holds over after termination of the Lease, such holding (e) 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;



- (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 the Lease; and
- (h) If any 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.
- 15. First Right of refusal.

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

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture to take effect on January 1, 2002.

LESSOR:

Hamf Holdings, a Limited Partnership and Cal West Properties, a Nevada Corporation

Makram Gharib, Agent for Cal West Properties

Date: November 20, 2001

Initial:

Makram Gharib, Agent for Hamf Holdings, a Limited Partnership

Date: November 20, 2001

LESSEE:

Son Rise Farms

John A. Calandri

Date: November <u>20</u>, 2001

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	IVE OFFT	1'11"	6	SEND	OK	
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TOTAL: 34' 37" 61

#### Makram Gharib

P.O. Box 661206 Arcadia, CA 91066-1206

Bob Reedy FAX 310-5380308

# urgent

То:

Ms. Donna

Company:

facsim

Fax Number:

+1 (661) 945-2930

Business Phone:

From:

Mr. Makram Gharib

Fax Number:

Makfg357@aol.com@+1 (775) 254-0403

Business Phone:

(626) 445-8010

Home Phone:

Pages:

8

Date/Time:

11/19/01 1:58:16 PM

Subject:

ground lease

#### Donna:

Please fax the executed copy to 775-245-0403. or 603-661-6981. As we discussed. This is the same as last year with the exception of the \$500 addition fo this year to help Dr. Saddick make payments. Please call me if you have any questions. I can be paged at 626-212-8994. This afternoon I will be at 818-248-1177. The check should be made payable to Cal West & Hamf Holding. Mail the check to P.O. Box 661206, Arcadia, CA 91066-1206.

Thank you, Makram Gharib

Makram,
please fox bach signed "initialed...

Rech will follow. This is the way I do it
with all other people I do business with

My father "I have done business here for

My father "So years. Everymelse trust us.

### MEASURES & MEASURES 12300 LOWER AZUSA ROAD

ARCADIA, CA 91006 Office: (626)575-5466 Recorder (NOI) (626)575-5466 

PERMIT #: 19-00-191199A

County HQ District #: 10

SON RISE FARMS 42016 IVES GROVE LANCASTER, CA 93536

Expiration Date: 12/31/2000 Effective Date: 01/01/2000

10HN CALANDRE 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Home:

Shop: (805)945-0616

Fax:

			Mobile :		
Permittee Type	Permit Type	Possession	======== AN ION	:====== thod of	======== Submission
Private App  X  Q A Cert Ag PCO Non-Ag	Seasonal   x   Job	Poss & Use  X  Poss Only      NOI required	Phone Box	X X	Fax  X  Modem
Mumb Pestio	ide Pest(s)		:====== hod(s)		======================================
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Conditions: PA-19-012

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 br ed 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 Scrinty 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:

Issue Date: 2-16-00

Issuing Officer:

SON RISE FARMS Pesticides continued:

Permit #: 19-00-191199A

	sticide	Pest(s)	Form.	Meth	nod(s)	riggA	cator(s)
16011 PARAQ 19102 VYDAT 20080 PERME 21710 CYPER 22941 ASANA 23260 MCPA 99999 NON-PI	E THRIN METHRIN	WEEDS NEMATODES INSECTS INSECTS WEEDS	Liquid Liquid All Reg Liquid Liquid Liquid	Air Ground Air Air Air Air	Ground Ground Ground	PCO Grower PCO PCO PCO PCO	Grower Grower Grower

Employees handle pesticides (Y or N) [Y]

Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridi Quant Unit Condition
1-34-1	эне при стист	CONTINUE
	CARROT	1 34 TN 11W 5
	Stor	
1-34-2	CARROT	34 7N 11W 5 80A
	DR.	. ·
1-28-	•	28 GN 9W 5
	POTATO	145 A
lato.	ner Franch	
1-28-1		28 GN 9W S
٠,	CARROT	55 A
	weap	
1-32-	<i>-</i>	32 GN 9W 5
	CARROT	GOA
30	en40	
-32-2		32 GN 9W S
	ONION	40A
Bay	<u>~ 40</u>	

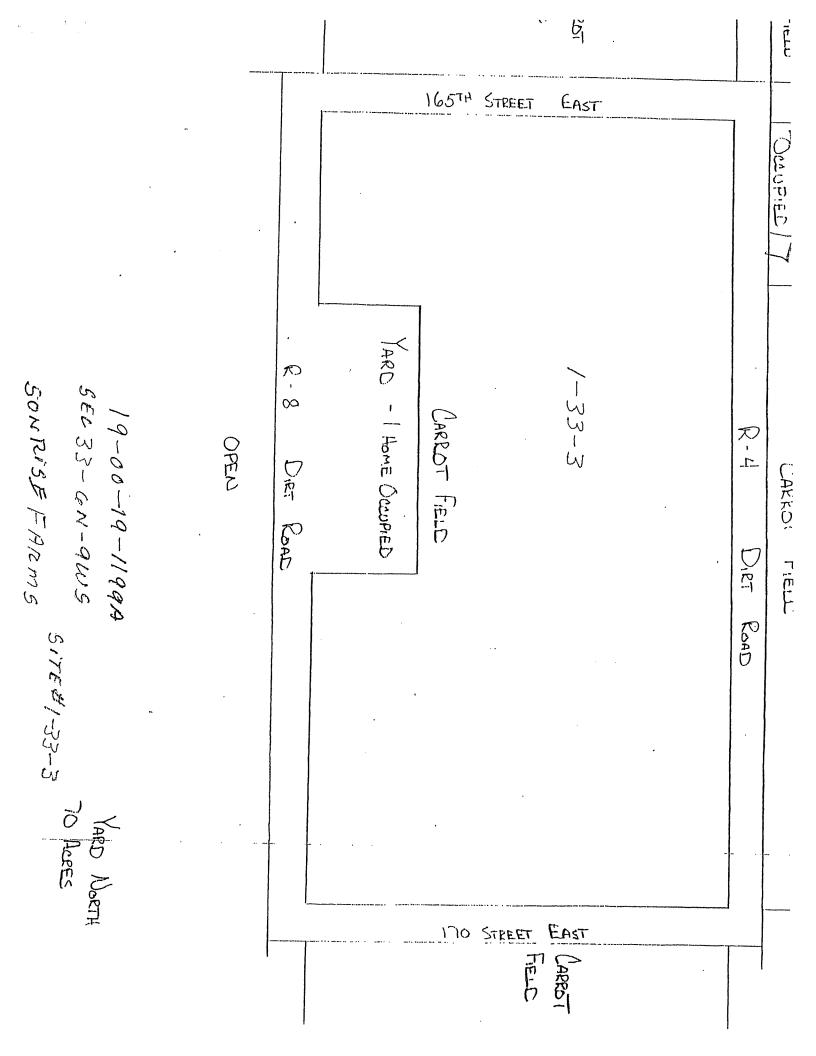
Site#		ID/permit#:19-00-19-1199				
	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridia Quant Unit Condition				
<i>J-33-</i>	CARROT	1 33 GN 9W S 100AC				
1-33-2	POTATO	33 GN 9W S 100A				
1-27-1	Bi, find d CARROT	27 GN 9W S 165A				
1-34-1	Munen.					
,	ONION	34 GN 9W 5				
1-34-2	Brown					
	CARROTS	34 GN 9W 5				
-34-3	DY-000-C					
	CARROT	34 GN 9W 5 75A				

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Site #	Location/Site Narrat Crop Chemical Code	tive	Dist	Sect Qu:	Town ant U	-	Meridian Condition
-28-1		<del>प्रकार के तो तो दे के प्रमुक्त के दा के के के क</del>		28.	GN	9 W	5
	CARROT				149	5 A	
~33-3	Shetter	<del></del>	<del></del>				·.
J J		.,		33	GN	9W	5
	CARROT				70	<sup>D</sup> H	v
<u> Yar</u>	d North						•
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			40 40-19 darkende sendere	740 <i>49 45 05 05 05 05 05 05 05 05 05 05</i>			
			### <b>##</b>	<del> </del>	47 Ch (10 CH Ch (10 Ch		
						78-007-00-1 (20-0) (20-0) (20-0)	The second secon

Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect			Meridian Condition
-28-1		1	28	7N	11w	5
coffe	CARROTS (code:29111 BC 6160	-0)		135,	7	
-22-1		######################################	22	フル	11W	Ç
ellog	ONIONS (Code: 140	11-0)	4	80		3
	30,3830, 6160, 200	80,21	710			F
-23-/	POTATO (Code:	Z	13	TN 40	11 W	5
Kelloc	6160				•	
-2/-/		2	/	7N /	1W	5
÷	ONION	ř		150	A	
Kell	Jay .			,		
-21-2	-	Ž	2/	7N ,	11W	S
	POTATO			45 A	7	
1/2 eU	-0 ox	,				
-35-1			3 <i>5</i>	714	11 60	5
	CARROT			60,	4	
Do	Jor					

UNCULTIVATED AG (CODE: GGOOO-O) SAEASHSITE.

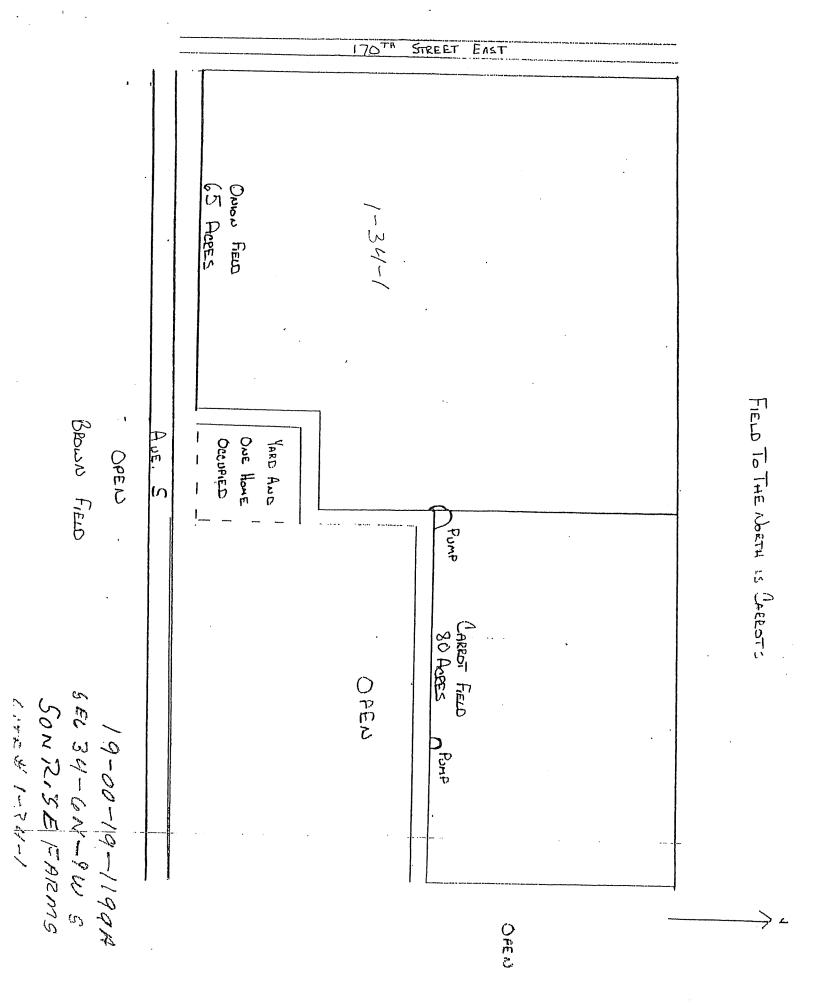


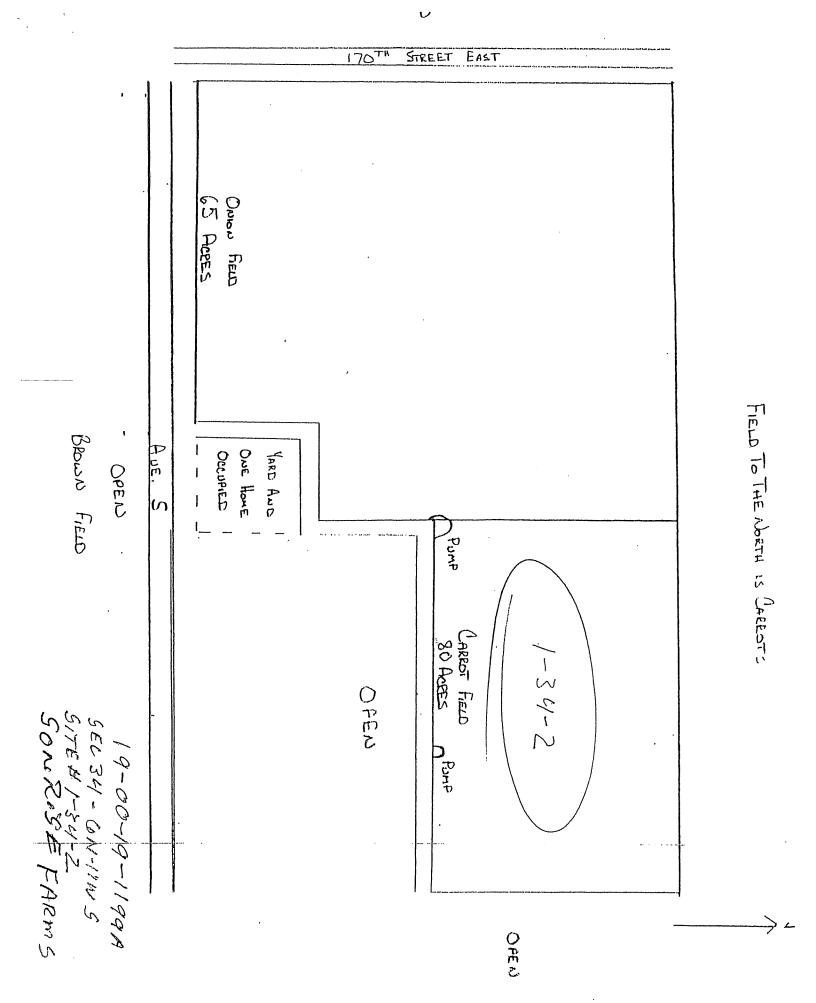
SHETTLER 145 ACRES

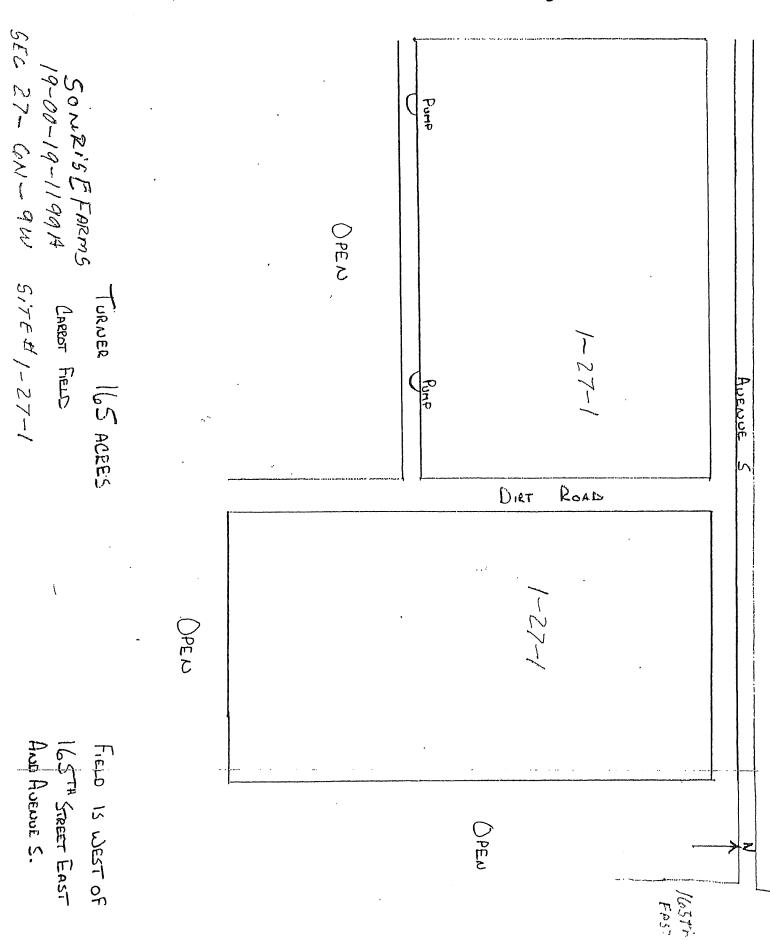
SEC 28-6N-11105 CONRIGE FARMS

	170TH STREET EAST	
OPEN.  OPEN.  19-00-19-1199A  OESERT 75 AURES  566 34-6N-900 5  OARROT FIELD  SON RISE FARMS  Singe # 3-20-3	Avenue R-8 Det Road	30 Homes 11 11 Occupied to THE NORTH
19-00-19-1199A Ec 34-6N-9W S MRISE FARMS	OPEN	,

> C



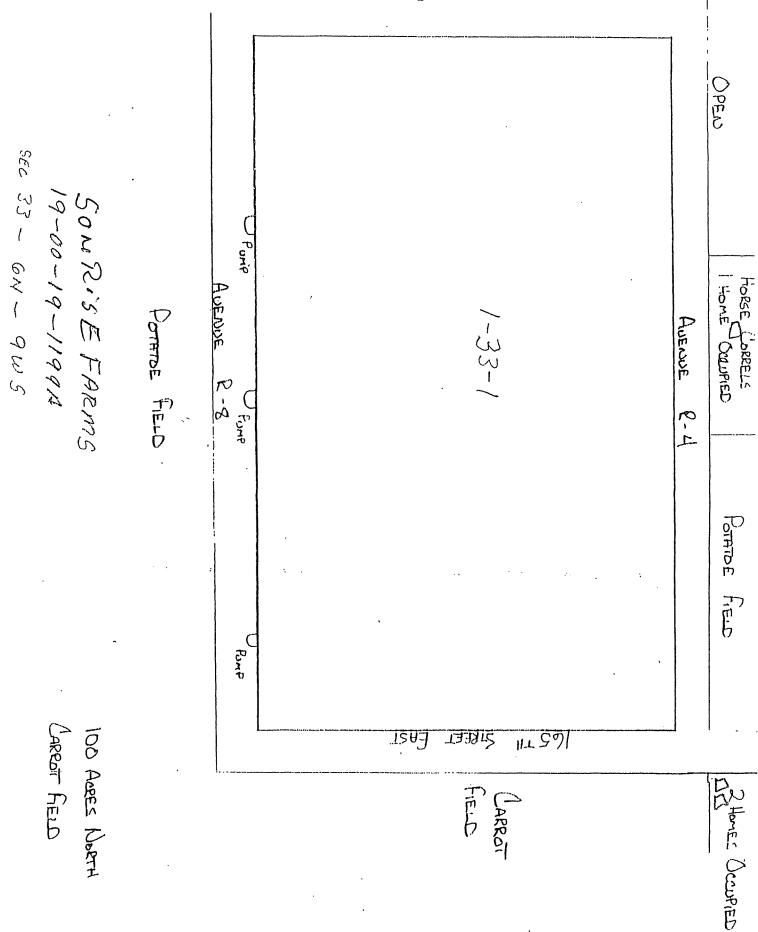




1-33-2 POTETION FIELD OPEN CARROT FIELD Our Hose の飛り

SEC 33-6N-9W S

50N RISE FARMS



THE HE STORY

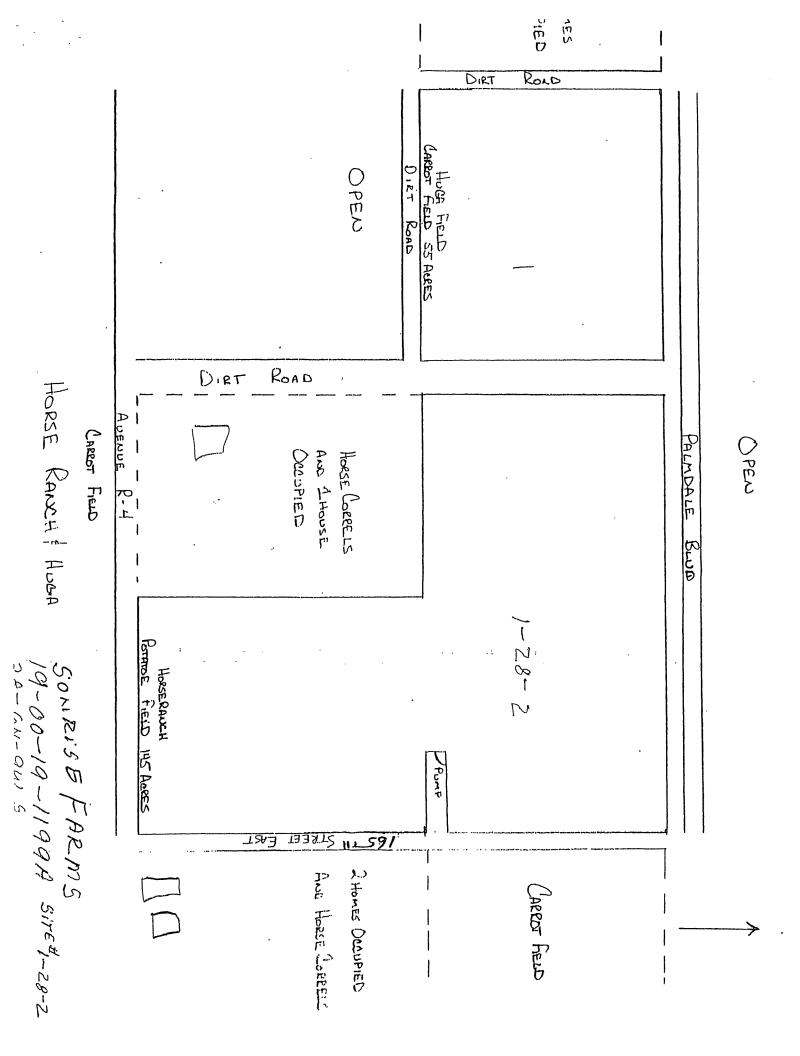
1 HOME OCCUPIED

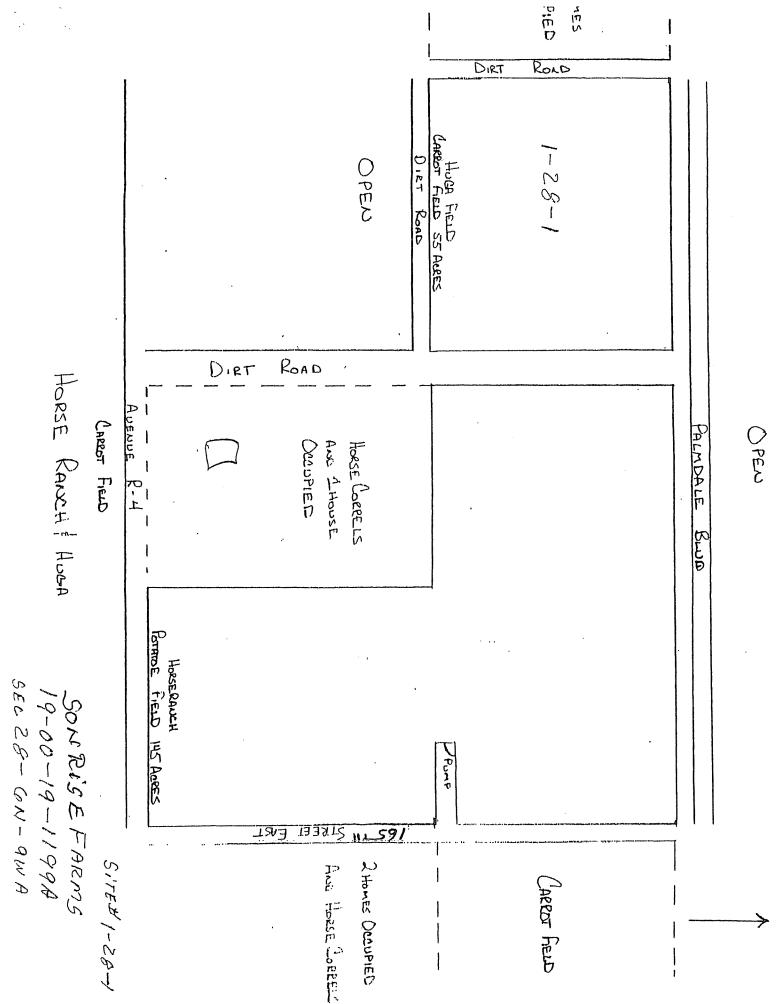
	OFFICE D			
ONION FIELD HO PERES	1-32-2	OFUMP AVENUE-R-8	CARROT FIELD 40 ACRES	ANGENT R-L

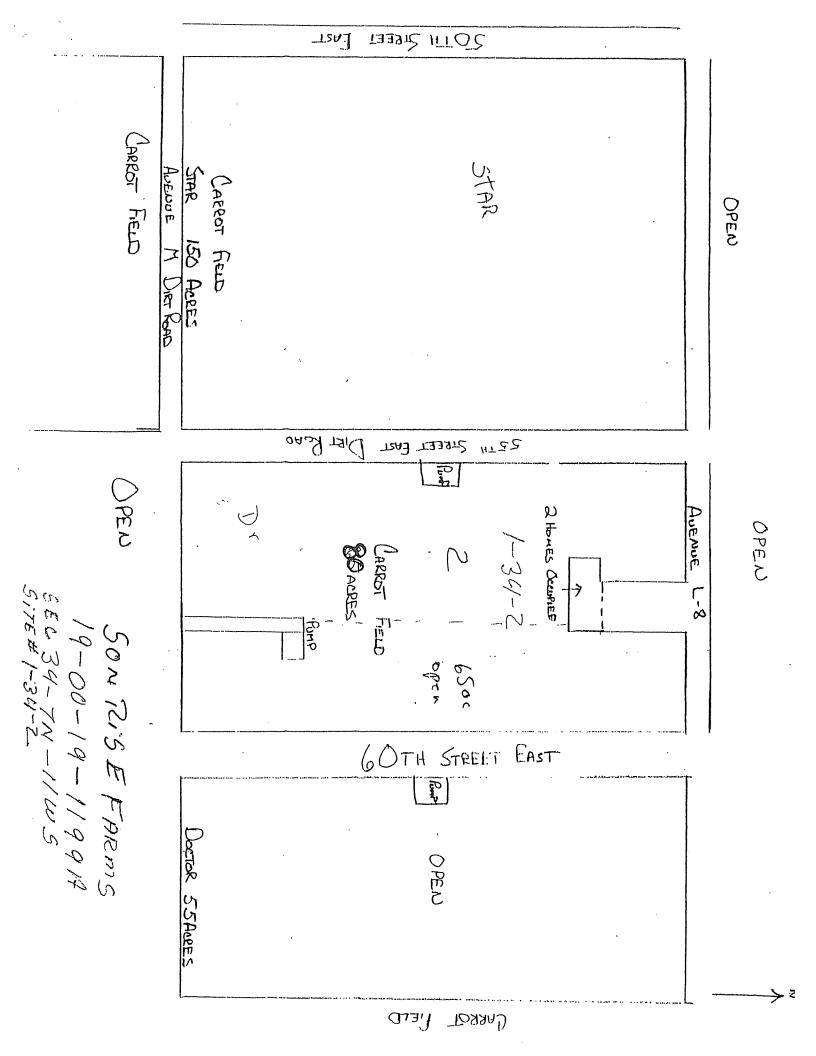
OPEN

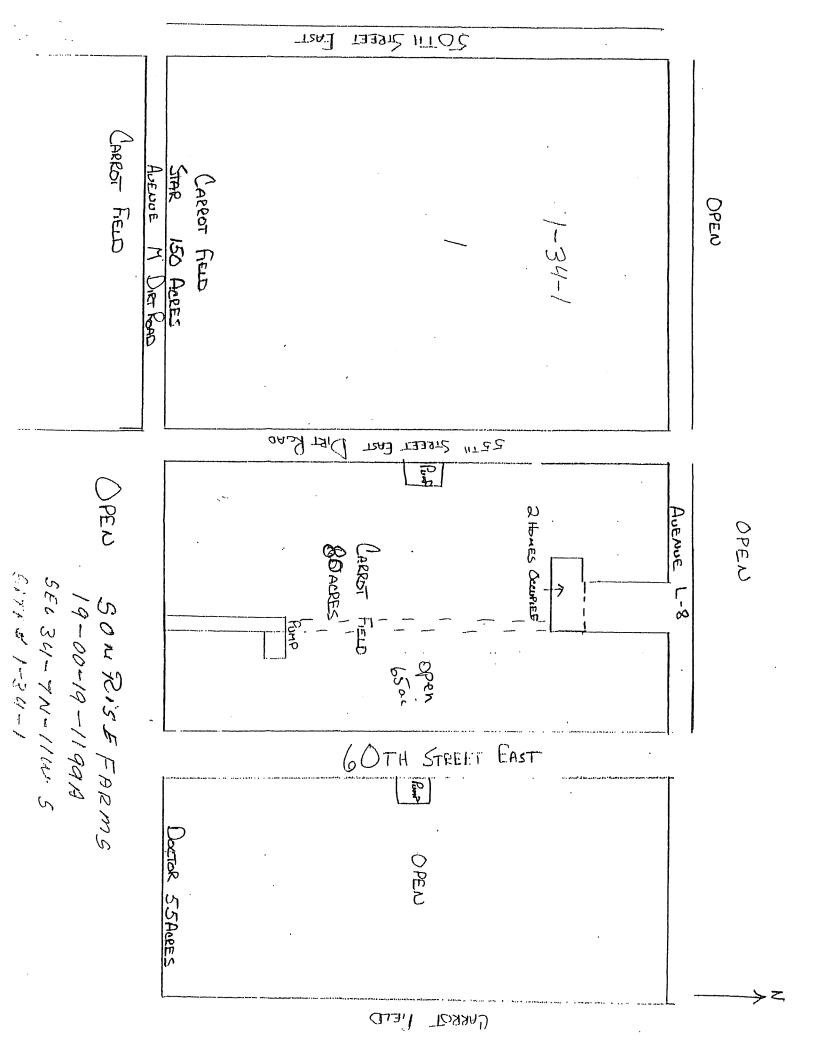
SONRISE FARMS 19-00-19-1199A 5EC 32-GN-9WS

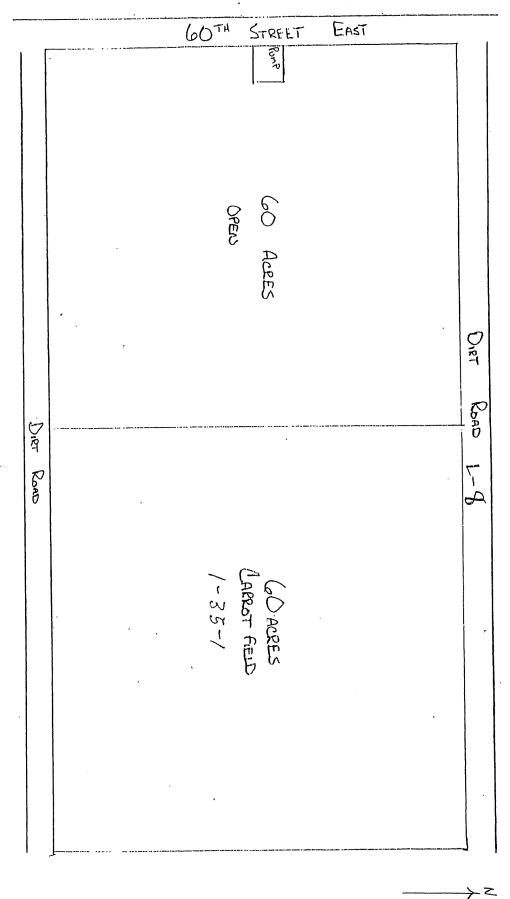
OPEN









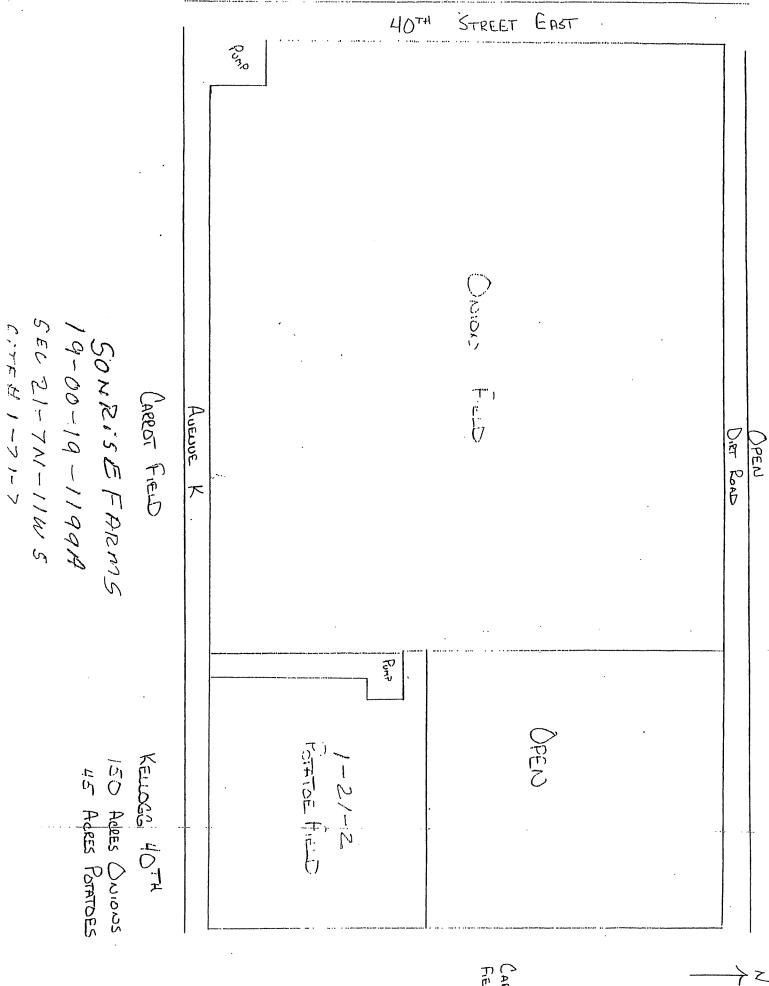


SONRISE FARMS 19-00-19-11991 5575#1-35-1

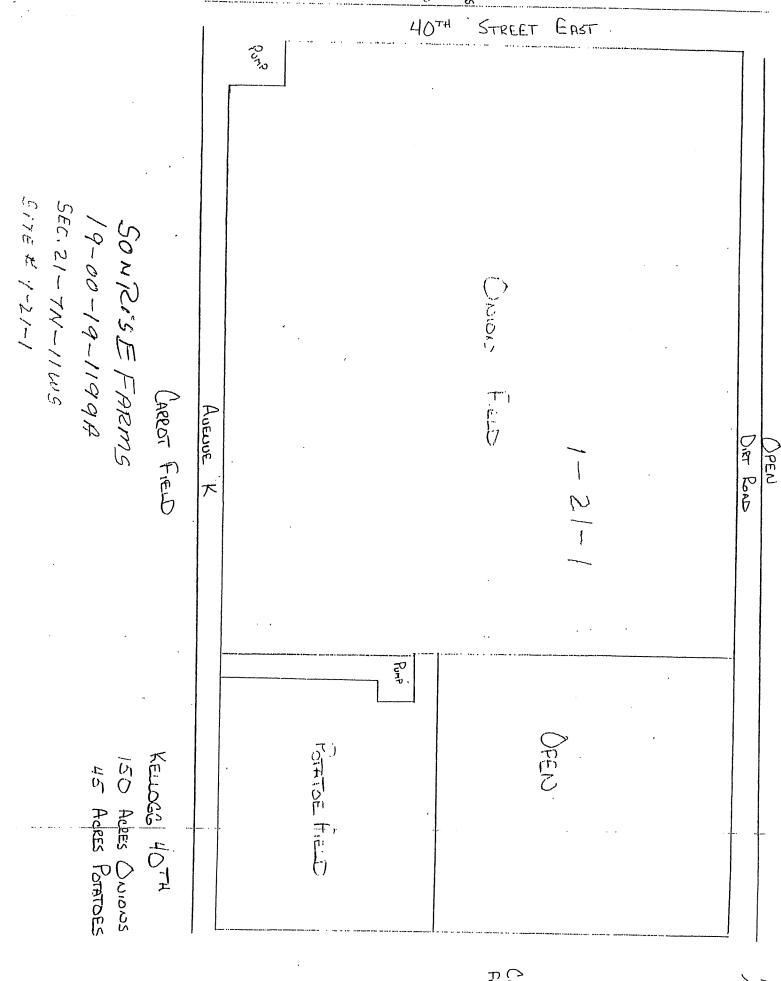
()REU

DOCTOR EAST
CARROT FIELD
60TH STREET EAST
BETWEEN ANENDE L'IN

O 6€ V

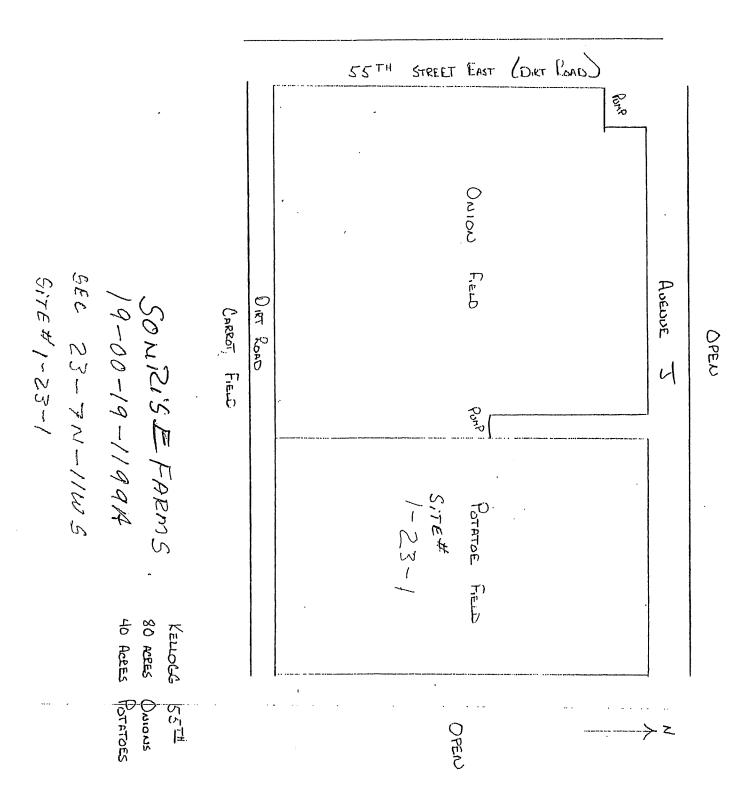


CARROT



CARROT

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1-5-1	600	ř
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CARRET FIELD  SON 205 E FARMS  19-00-19-1199A  5EC 22-TN-11WS  SITE #1-22-1	Pemp	
E & & &		
3 CM	D ,	
•	POTATOE	
	T)	
KELLOGG 40 Acres	b	
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OPEN

		·	40TH S	STREET EAST		reaches to a sealor behavior than to Desirate the Sealor than
				VARES  2 Houses  2 Corporate  Pour	CASE .	() NION
						+1 <u>e</u> TD
ALFALFA FIELD	AUEDUE L	PEN		Porp Porp	CARROT FIELD 135 AGRES	POTATOE FIELD SOOC AVENUE K
COFFER RALEH		ONION FIELD PORTS		FianP	19-00-19-11992 19-00-19-11992 SEC 38-7N-11092	CARROT FIELD
		ALFALFA FIELLS	STREET. E	H Houses	Occupies -	→ z

## LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES 12300 LOWER AZUSA ROAD

ARĈADIA, CA 91006

fice: (626)575-5466 Recorder (NOI) (626)575-5466 

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-01-1911996

County HQ District

SON RISE FARMS 42016 IVES GROVE LANCASTER. CA 93536

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

Brown

MHOU CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Shop: (805)945-0616

Fax:

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Permittee Type	Permit Type	Possession	zzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzzz	hod of Submission
Private App (X)  a A Cent  Aq PCO  Non-Ag	Seasonal  X  ' Job	Poss & Use  X  Poss Only     NOI required	Phone Box In Perso 24 hours p	X  Fax  X    Modem   modem
Numb Pesticio	le Pest(s)	Form. Met	::====== :hod(s)	Applicator(s)
1000 0000				the second secon

He was son, saw as	the time of may be time too and your too. The hard was not used time.	result)	rorm.	Meth	nod(s)	Appli	cator(s)
1980   2302   1830   1840   185160   18	METAM SODIUM ZINC PHOSPHIDE 2,4-D	RODENTS RODENTS SOIL REST RODENTS WEEDS	Wettable Granules Liquid Wettable Liquid Fumigant Bait Liquid Bait Liquid	Ground Air Air Air Other Other Other Other	Ground Ground Ground	PCO Grower PCO PCO Grower Grower Grower Grower PCO	Employee
		SECTION DESIGNATION OF THE PROPERTY OF THE PRO	ひり りにひて ウィ	Com deduction	.de.e		· · · · · · · · · · · · · · · · · ·

Jon-Ag Use:

PA-19-012(03)

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 laim of liability for damages against the County Department of Agriculture ased 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 abeling or in violation of applicable laws, regulations and specific onditions of this permit. I authorize inspection at all reasonable times and henever an emergency exists, by the Department of Pesticide Regulation or the cunty Department of Agriculture of all areas treated or to be treated, storage acilities for pesticides or emptied containers and equipment used or to be used n the treatment. [Form PR-ENF-125 (Re, v. 07/92) Pesticide Enforcement Branch]

ermit Applicant:

Sign:

Title:

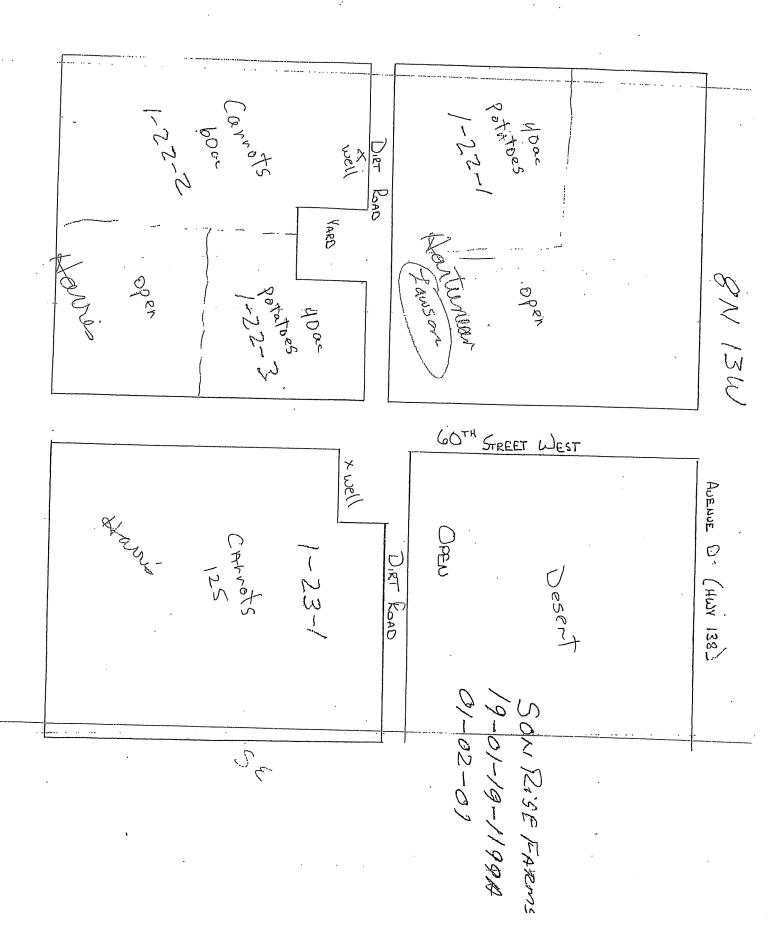
Issue Date: /-/0-0/

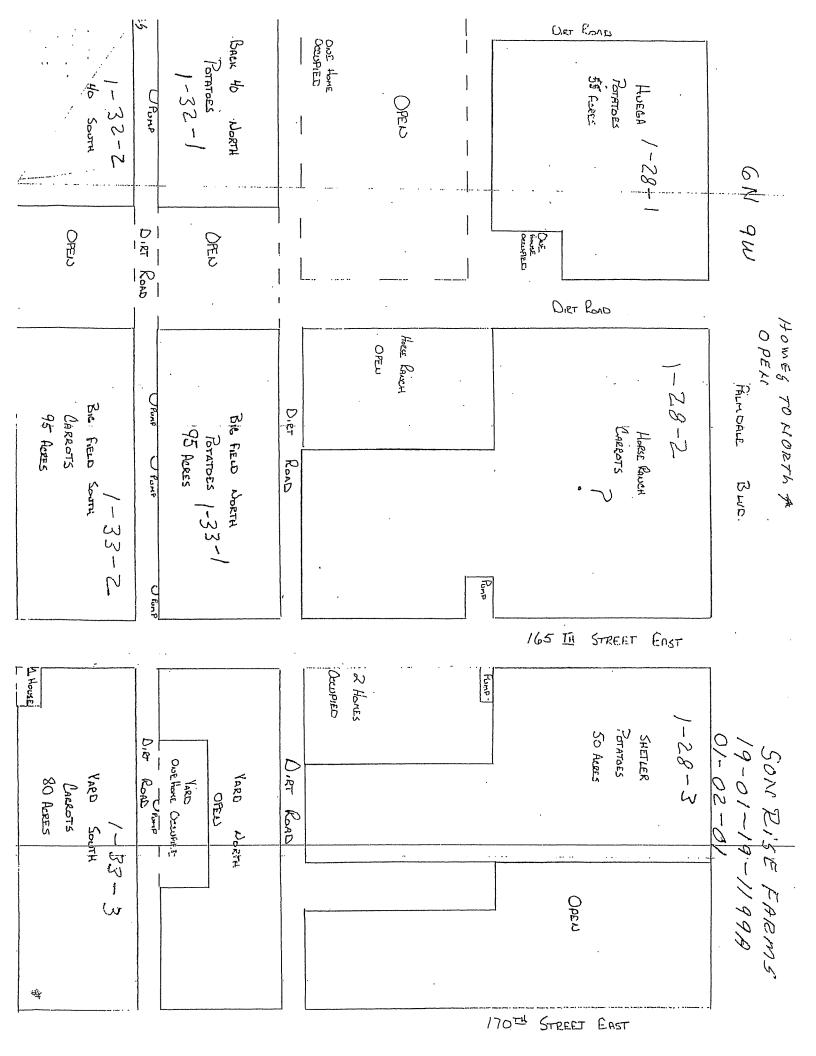
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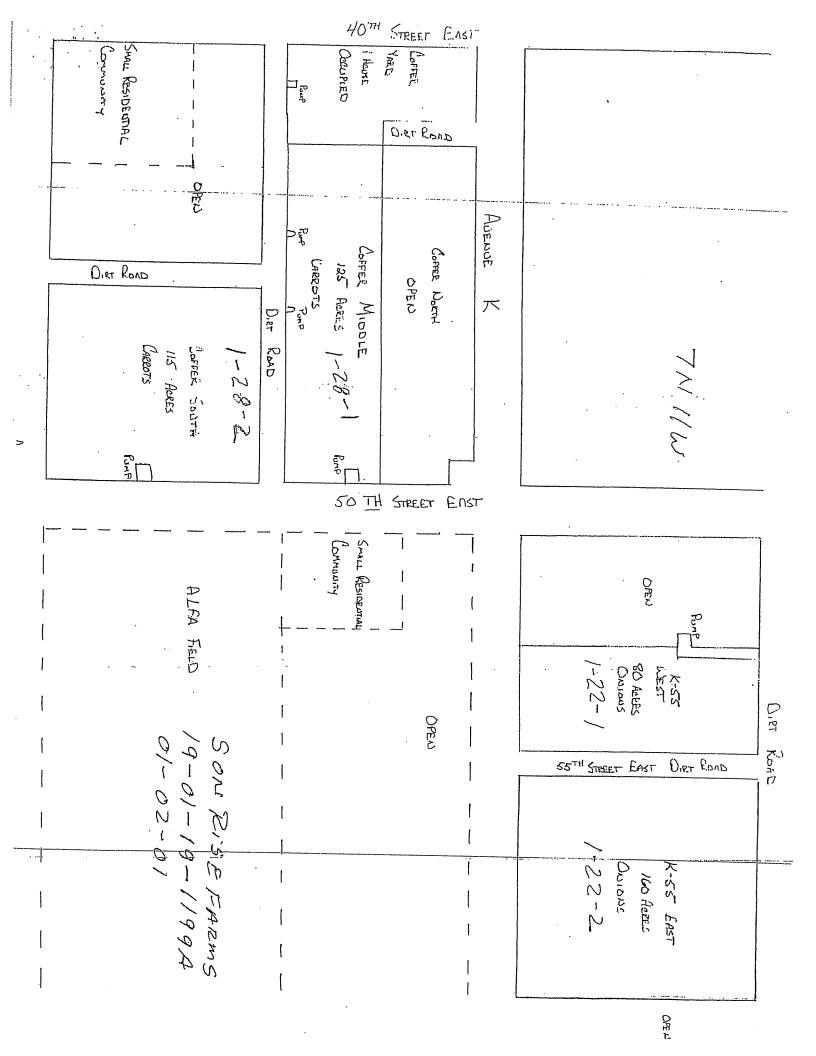
Issue Date: /-/0-0/

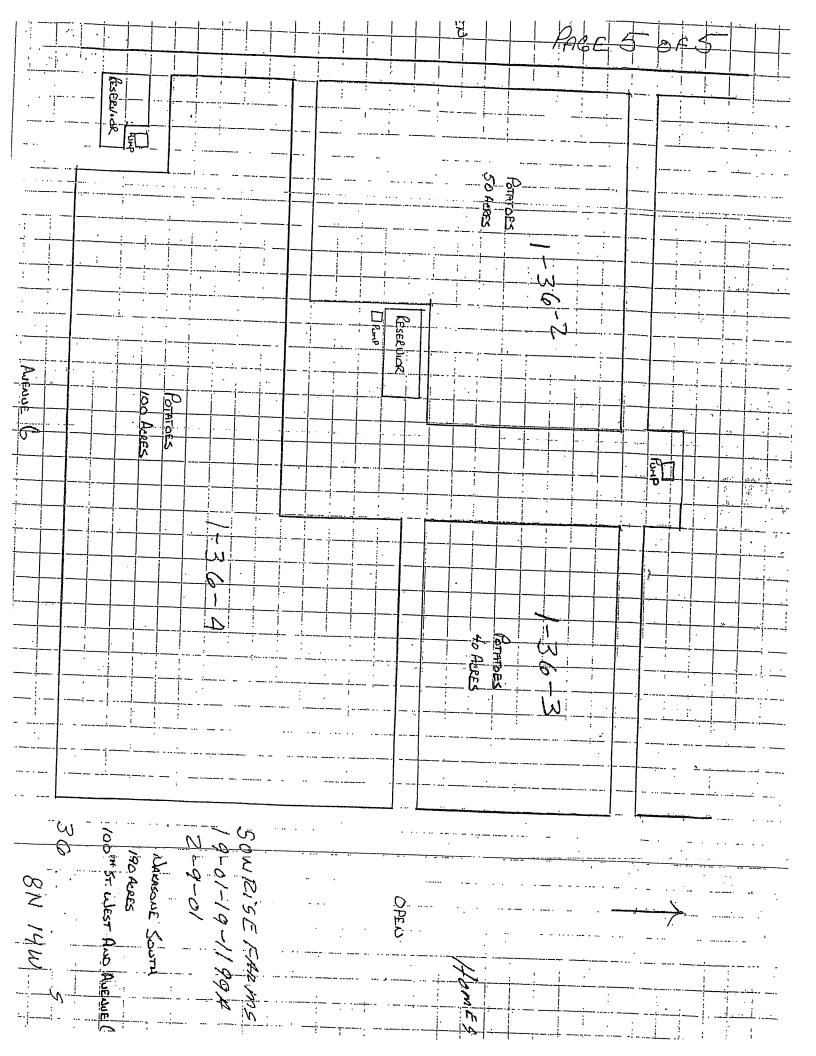
SON RISE FARMS Permit #: 19-01-191199A Pesticides continuad: Form. 16011 PARAQUAT لرنبوليناط Air Ground PCO . . 19102 VYDATE Grower HEMATODES Liquid Ground 20080 PERMETHRIN Grower All Reg Air 21710 CYPERMETHRIN PCO INSECTS Liquid Air 22941 ASANA ----PCD. INSECTS Liquid Air 23260 MCPA Ground PCO-WEEDS Liquid 99999 NON-PERMIT AG P Air Ground PCO 19102 Employees handle pesticides (Y or N) |Y| Contact People: Phone

PCO PACIFIC ROTORS DCEAN SIDE

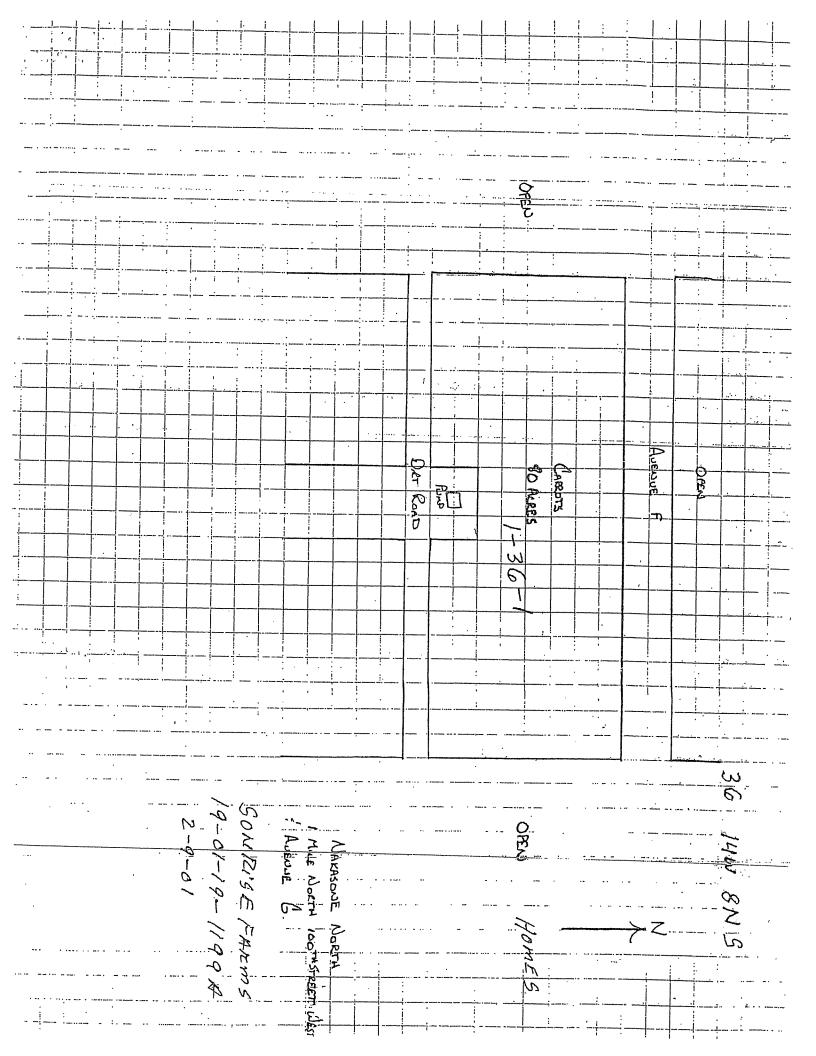


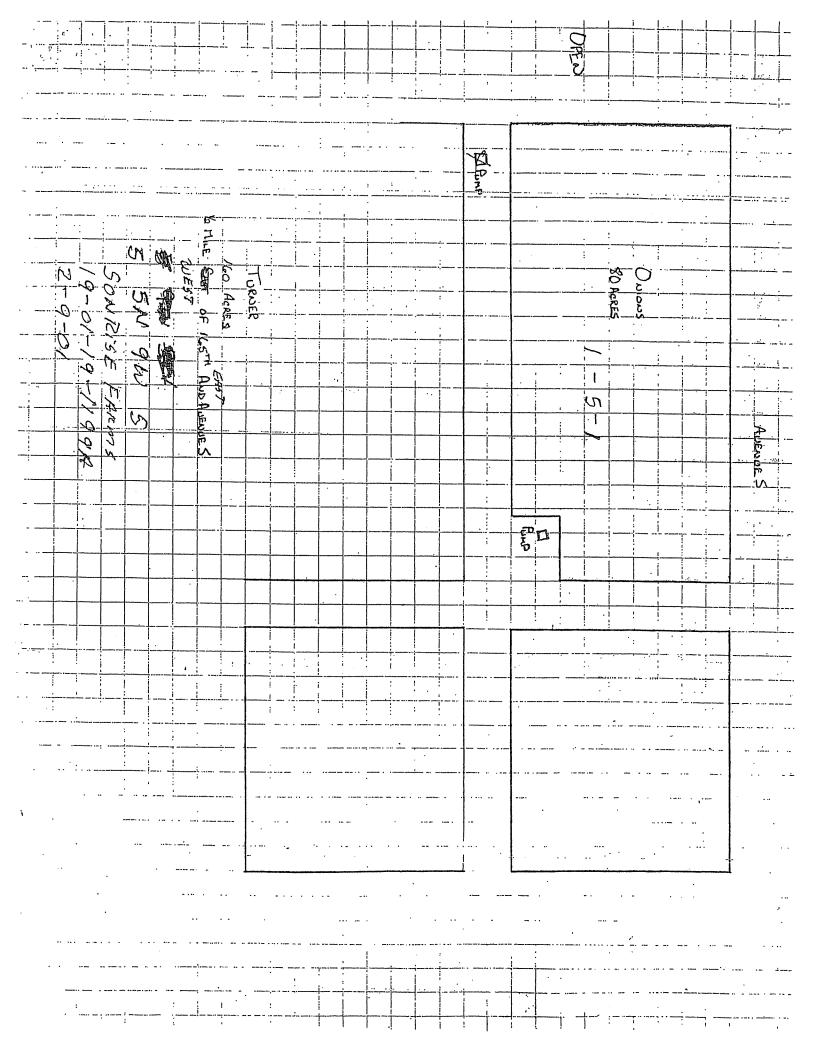


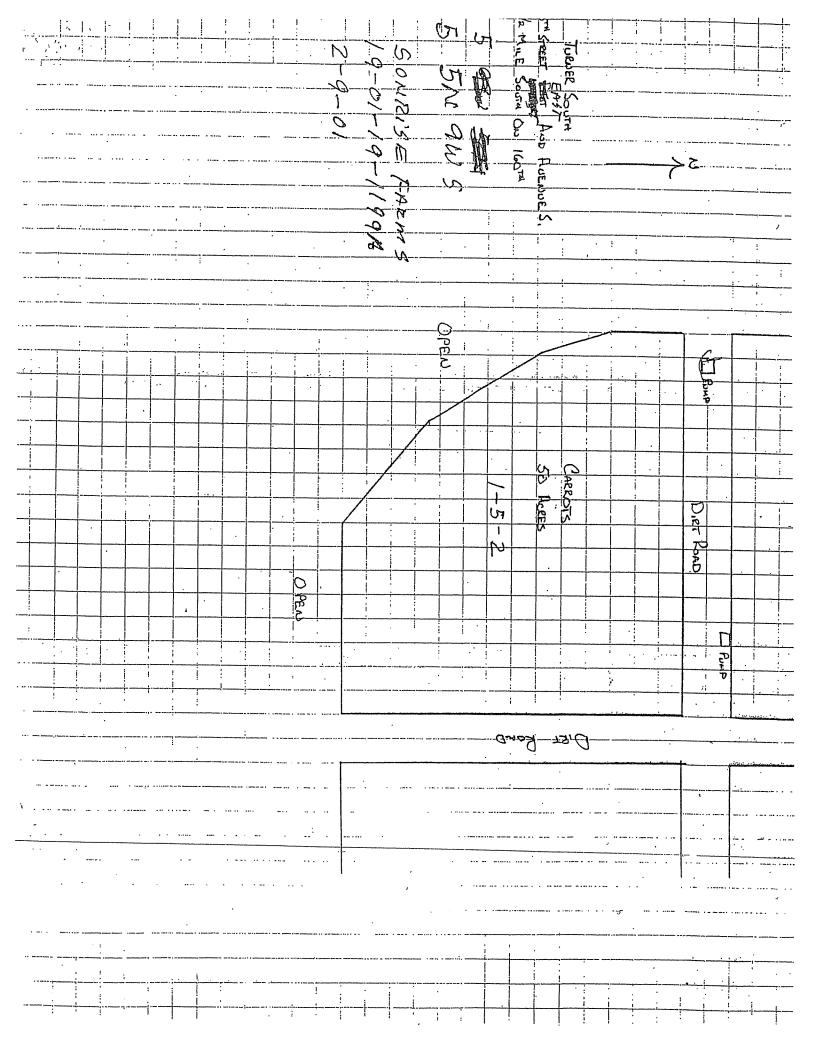




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	SN RISE FARMS handle pesticides (Y or N)	ID/permit #: <u>/9-0/-/9-//99/7</u>
Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
1-28	3-1	1 28 GN 9W S
	POTATOES (cod	E:14013-0 55A
610	60, 1050, 3830, 5540	HUEGA
1-2,		28 GN 9W 5
	CARROTS (COO	dE: 29111-0) ? 120AC
Č	60, 1030, 5340,	HORGEDANCH
	8-3	28 GN 9W 5
) <del>-</del> 2.	POTATOES	· 50A
	ShETLER	32 CON 9W 5
1-3	32-1	32 619 100 3
	POTATOES	40A
parameter de la companya de la comp	BACK 40 HORTH	32 GN 9W S
1-	32-2	32 64 700
	CARROTS	40 A
	BACK 40 SOUTH	37 GN 9W 5
1-	33-1 POTATOES	23
	1	

Big FIELD NORTH.
UNCULTIVATED AG (CODE: 66000-0

5ACEASh5,TE

Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
1-3	3~2	1 33 GN 9W 5
٠	CARROTS	95 A
	3-3	33 GN 9W S
	CARROTS	80A
ng laga agu gan pag sakang lamakkan da sa sa	GARd South	
1-34	1-3	34 GN 9W S
	Potal	ões 75A
DE5	ERT NORTH	
1- 3	4-4	34 GN 9W 5
	CARROTS	75A
DE.	SERT SOUTH	20 (-51 911) S
1-3	4-1	34 GN 9W S
	CARROTS.	65A
	4-2	34 GN 9W 5
	ONIONIS (	CodE, 14011-0) 80A
61	60, 3830, 1050, 10	180 BROWN
	CULTIVADED AS	5 Ac EACH Si

Site #	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
1-34	/ /	1 34 TM /IW S
	ONIONS	75 A
· · · · · · · · · · · · · · · · · · ·	STAR SOUTH	
1-34	<b>1-2</b>	34 TM 11W 5
	CARROTS.	G5 A
D	ÖCTÖR	
1-35	-/	35 7N 11W S
	CARIZOTS	? 120
	CFOR EAST	
1-22	~/	22 TN 11W 5
	ONIOALS	SOA
K-5	5 WEST	
1-22	-2	22 FM 11W S
	ONIONS	160A
K-3	55-EAST	28 7N 11W 5
1 48	CARROTS	125A
Cor	PER Middle	
	ucultionaded Ag	5A EASH SITE

Firm: Sou S Employees handle	PISE FARMS pesticides (Y or N)	ID	/permit #	#: <u>/9-</u> 0	0/-/9-	11992
Cr	cation/Site Narrative op emical Code	Dist	Sect Qu	Town	9	Meridian Condition
1-28-2		/	28	7N	11W	5
	CARROTS			11.	5 A	; <u> </u>
1-22-	·		22	8 N	13 W	. <u> </u>
	POTATOES			4/	OA	w 10 g
. 14-58		*********************************	III CHAN Chan bloop (2) qir egan	23740-16-44-18-46-18-47-47-47-48-48		
1-22-2		2	2	81	13W	S
	CARROTS	•		60	A	
K-55						
1-22-3	<del></del>	23	2 ~	811	13W	S
	POTATOES	,		. 40	<sup>h</sup> A	
Havis				-		,
1-23-1		23	3	8M	13 W	S
	CARROTS			125		
davies		,	·		٠.	

Firm: 5. Employees	handle pesticides (Y or N)	D	ID/permit #: $19-0/-19-1199$					
Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect Qu	Town ant U	Range I	Meridian ndition		
1-5-	· .	. /	5	5N	9W	Š		
	ONIONS			80 F	7			
	- URNER		5	5N	9W	S		
	CARROTS	<b>.</b> .	. ,	50 B	)	<del>-</del>		
7	WRN ER South					e de destite de seu		
1-14-1	<b>'</b>		1.	7N	IW	S		
	POTATOES			80 K	2			
	VOLE RANGh	•						
1-36.	-/	÷	36	81	1 14u	15		
	CARROTS		· ! •	801	9			
MAI	KASONE MORTH							
1-36			36	8N	144	). S		
	POTATOES			50,	9			
·	IAKASONE South		, ,			encionas theinte kilon encichte		
1-30			36	8N	1460	S		
	POTATOES			40 A	at.			
114	CASONE SOUTH	•		•				

ID/permit #: 19-01-19-1199# Firm: SON RIGE FARMS
Employees handle pesticides (Y or N) | | Range Meridian Town Sect Dist Location/Site Narrative Site# Condition Quant Unit Crop Chemical Code 8N1 14W 36 1-36-4 100 A POTATOES NAKASONE GOUTH

#### 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)443-6662

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-02-191199

County HQ District #: 10

SON RISE FARMS 42015 IVES GROVE

LANCASTER, CA 93538

JOHN CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA. 93535 \*Expiration Date: 12/31/200 Effective Date: 01/01/200

P)rown=

Home:

Shop: (661)945-0616

Fax:

the last the property of the party of the pa

Mobile :

Permittee Type Remit Type	Posses idn	WOI Meth	od of Su	bmission
Private App (X) Seasonal (X)		In Person	X for to a	Fax  ) Modem
Numb Pesticide Pest(s)	Form. Metho	d(s.)	Applic	cator(s)
1050 CARBARYL INSECTS 1980 DIAZINON, TNSECTS 2302 DISYSTON INSECTS 3830 METHOMYL INSECTS 3940 METHYL PARATHIC INSECTS 4840 ALUMINUM PHOSPH RODENTS 5640 STRYCHNINE RODENTS 6160 METAM SODIUM SOIL PEST 6260 ZING PHOSPHIDE RODENTS	Wattable Air Liquid Air Fumigant Other Bait Other Liquid Other Bait Other	Ground Ground	PCO Grower PCO PCO Grower Grower Grower	Employe
6360 2,4-D WEEDS ****** PESTICIDES CONTINUED	Liquid Air ON NEXT PAGE ****	Ground **	PCO .	Grower

Non-Ag Use: Conditions: PA-19-012 (03

T understand that this permit does not relieve me from liability for any dam 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 a whenever an emergency exists, by the Department of Pesticide Regulation or to County Department of Agriculture of all areas treated or to be treated, stor facilities for pesticides or emptied pontainers and equipment used or to be in the treatment. [Form Pr. ENF-125 (Rev. 07/92) Pesticide, Enforcement Branch

Permit Applicant:

Title: DWNE

Issuing Officer:

Sign

Issue Date!

Issue Date:

1-2-01

RESTRICTED MATERIALS PERMIT cont.
Son Rise FARMS
Restrictes continued:

Permit #: 19-02-191199A

ومحد أسته وعيم أسبت كاعب ماسيا وليبد تنسير		بر بيوز، لهند صدر رسور حدد ميد گرود برده منظ يحد بيدو م	بعه مصد بعساءيه أووم ساره بياد سده مدور غر	a particular out our same our	والمعاد محدورتهم كالمداميني مجيد الماكر ليما أولمه		
Maunby	.Resticide	Pest(s)	Form,	Met	hod(s)	Applito	cator(s)
20080 RE 21710 CM 22941 AS 28260 MO	DATE RMETHRIN BERMETHRIN ANA	WEEDS NEMATODES INSECTS INSECTS INSECTS MEEDS	Liquid Liquid ATT Reg Liquid Liquid	Ground Air Air Air		PCO Grower PCO PCO PCO PCO	Grower Grower
Employee	s handle cest	icides (Y or	M) IXT				· . •
	People: RCTORB	Phone OCEAN 8		FCO	PCA 1 1		Other
Site #	Location/Sit Orop/	15. ft   1 ft		Dist	Sect To	wn: Range Unit Oo	Meridi
	AVOLE RANCH POTATO 11050 B830		14013-0	10/		)7.N 11W	8
14-22-44 m	K-66 WEST	anang menerapak antan danggapan dan dan penggapan penggapan bangsa antan	And the second s	Annual form of the second section of the section of the second section of the section of the section of the second section of the	Si Si An Sing and sing and same team descripe, a	97N 11W	S-
		TC (Code: 3830, 6160	14011- 0	)	80.1	0.0 A	·
	K-155 WEST	hadan dalam sesan ngala dalam sesan dalam sesan dalam se se serintahan apama, dalam sidar sidar	and and and and an arrangement of the second se	1:0	22	07 N 1 1 W	8
	180TATO 1950, 3820,	(Code: 5540, 6760		)	40.	00 A	-
	/ W-55, WEST			10	22	07N 11W	8
	UNCULTIVATE	D AG (Code:	<b>66000</b> + 0	i.)	5.	00 A	
1-22-2	K-55 EAST		744 744	10	22	07N 11W	S
Party of the state		TC (Code: 3830, 6160	14011- 0	<u>)</u> ).	1.60.	.00 A	10° 10° 10° 10° 10° 10° 10° 10° 10° 10°
	K-55 EAST	en to a contract of the second of the		1.0	22	07N 11W	8
	OARROT 1850, 5540	(Code: 6160	29141- (	).)	. 00	00 A	yes may yes side but and her
	K-55 EAST	in man, then there also men and good (dult cabe this cape)	anti-migration and the state (mine time) (4 the 1994). I	10	22	07N 11W	8
	UNCULTIVATE	ED AG (Code:	66000-	o)	5	, 00 A	

CARROTS

SON RISE	FARMS				rmit #: 19	-02-191	1,99A
	Location/Site Narrative Crop	•		Sect	Town Ra ant Unit	nge Me Condi	eridian Gion
1-22-3	K-55 EAST	if more many there don't being depo to	10	22	08N 1	3M	S
	POTATO (Code: 14		•		40.00 A		
1-23-1.	K-55 EAST		10	23	OSN	3M	8.
	CARROT (Code: 2: 1050, 5540, 6160				125.00 A		
1-28-1		per said days true and Inch lines our	10	28	.06N 1	78W	S
	CARROTS ROTATO (Code: 1 1050, 3830, 5540, 6160	4013-0)			55.00 A		
	COFFER MIDDLE	and date to the same and the same and	1:0	.28	OBN	0.9W	S
	CARROT. (Code: 2 1950, 5540, 5160	9111- 0)			125.00 A	··· · · · · · · · · · · · · · · · · ·	$\emptyset$
	pala pina pangkan) ingapanan ning agan san anan pan inin muri mala upun pan mengan araw sa ata arai upun san san san san san san san san san sa	the Literature production of the literature per lit	10	.: 28	06N	09₩	s
	UNCULTIVATED AG (Code: 6	6000- 0	)	, ,	5.00 A		/
1-28-2	HORSE RAMOH	· Table give, ming land sects here, water w	10	28	0.6N	09W	. 3
	CARROT (Code: 2	29111- 0	)		120.00 A		
	and and startings with the held held represent and their held land and title their and with the held and the held and	to state come among make being being 1800s.	10	28	OGN:	0.8%	8
	UNCULTIVATED AG (Code: 6	¥6000- 0	}		5.00 A	×1	
1-29-3	ShETLER	int come man dury, serve with first some.	1,0	28	0.61/	OaM	S
:	1050, 3830, 5540, 6160	14013- 0	)	· · · · · · · · · · · · · · · · · · ·	50.00 A		
,	manage and any one and the specime and one are the any one and see any one and see the see and see and the two	me and and and arise some and arise	10	28	OGN	0.3M	\$
	UNCULTIVATED AG (Code:	66000- 0	) )	some, kney, wise "gang some.	5.00 A	ر معمد عبديل وبمدر ياسو ميسل ميسر در معمد ميسر وبمدر ياسو	4 Mar ann ann , min 2 mar ann
1-32-1	BACK GO NORTH	THE RESERVE THE PROPERTY OF TH	10	32	0614	OSM.	5
	POTATO (Code: 1050, 3830, 5540, 6160	14013- (	)· ·	٠	40.00 A	· · .	

SON RIS	E-FARMS	و دوم است ورت این است کنید. میتاردید و دور ویتار این این وی		ermit #:		191198A
Site #	Location/Site Narrative Grop	Dis	5 Sect	Town Juant Un	Range	Meridiar Meridiar Idition
1-32-1		10	32	OGN	09W	S and the first feet and the feet and the
	UNCULTIVATED AG (Code:	66000-0)		5.00	A	
1-32-2	BACK 40 SOUTH	and have been been some constraint from the common falls about the	82	06N	09W	S
	OARROT (Code: 1050, 5540, 6160	29111- 0)		40.00	A	
	BACK 40 SOUTH	q'r	3.5	06N	. 0.9W	9 /
	UNCULTIVATED AG (Code:	660000)		5.00	Α	
1-38-1	BIG FIELD MORTH CARROTS	10	33	06N	OaM	P
	It is a second to the second s			95.00	A .	: .
	BIG FIELD MORTH	C C C C C C C C C C C C C C C C C C C	8.3	06N	09W	S:
	UNCULTIVATED AG (Code:	66000-0)		5,00	A	
1-33-2	BIG FIELD SOUTH	4.0	3.8	OSN	Weo.	en am an des en me me me m
	CARROT (Code: 1050, 5540, 6160	28111-0)		95.00	Α .	
: .	BIG FIELD SOUTH	10	33	06N:	Wea	\$
:	UNCULTIVATED AG (Code:	68000- C)	Mak duaf in ga the SM TET Hays i	5.00	<b>A</b>	
1-33-3	YARD SOUTH MORTH	10	.83	06N	OaM	2) And have many been soon to be to
	CARROT (Code: 1050, 5540, 6160	29/1/1- 0)	· · · · · · · · · · · · · · · · · · ·	80.00	A	
	YARD SOUTH	1.0	33	06N	. 0.9W	s /
	UNCULTIVATED AG (Code:	66000 0)		5.00	A	
+=34=1	STAR SOUTH CARROTS	TC	34	**************************************	719W	S
:	ONION DRY ETC (Code: 1050, 1980, 3830, 6160	14011- 0)	,	75.00		
1-34/-	Z STAR NORTH		. 34	9. 061		9W S
i	ONIONS		• • •	75: 00	pt to	

1-85-4

DOCTOR EAST

1050, 5540, 6160

CARROT (Code: 29111-0)

5.00 A

07N

120.00 A

1 1.W

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35

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SON RISE	FARMS	agent made that may be continuously gards	ينة وسد نشف تجوز تعمد هجة جاهد جاد	p,	ermit #:	19-02-	-191199A
Site #	Location/Site Narrative Crop		Dist	Sect	Town	Range 1t Cor	Mertdia dition
1-35-1	DOCTOR EAST	tions to the same same same same same same same sam	10	.85	07N	. 11W	% see see see see see see see see
	UNCLLTIVATED AG (Code:	66000-	(Q)	<b>%</b>	500	A	
7-36-1	NAKASONE NORTH	san tarritan esa ana ann ann figur	1.0	36	.08N	14W.	
	CARROT (Code: 1000, 5540, 6160	28111-	O)		BO.001	A	
1-36-2	NAKASONE SOUTH	and multitue and term was real star t	4.0 	36	O8N	1-dW	······································
	CARROYS POTATO 1050, 3830, 5540, 6160	14013-	0)		50.00	Å	·:-
1-36-8	NAKASONE SOUTH C <i>Sirects</i>	Canal and Canal	10	SG.	OSN	1.4W	
	FOTATO (Code:	1404.3-	0)		40:.00	A	
1-36-4	NAKASONE SOUTH	والمائد ملته شيد سيدامه ويبتده فله والماد	10	36	ÓÐN	14W	
	CARROTS  POTATO (Code: 1050, 8830, 5540, 6160	14013-	0)		100.00	A	
1-5-1	TURNER Carrots	. همتا منها دسه دسه منها دسه خده دهش .	10		05N	Meo	
	ONTON DRY ETC (Code: 1050, 1980, 3830, 6150	14011-	0)		.oo.o	A	
1-5-2	TURNER SOUTH	round and some State State and Pales were	10	5 :	05N	OOW	
	CARROT (Code: 1050, 5540, 6160	29414-	0)	era er ekkir - kara e	50.00	A	en i de en en en en
1-5-3	The Marie and the second second and provided the side and are and the	E dels come and anno boss and place and	10	· 6	05N	W60	154 and 164 an
	CARROTS POTATO (Oode: 1060, 3830, 5540, 6160		0)		80.00	Α.	
	LIAR WITH THE REQUIREME	NTS OF	1	P-0	Color	<u>_ol</u>	1-02
L. A. COL	MTY'S LOBBYIST ORDINANC	E NO. 93	0031. V	<b>5</b> 1	GNATURE		DATE

Restricted Materials Permit /LD. Number

-		handle pesticides (Y or N)	I	/permit	#: <u>19</u>	02-	1/99	2/2
Site #		Location/Site Narrative Crop Chemical Code	Dist	Sect Q	Tow usnt		Meric Conditio	lian In
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	Har	POTRIOES CARROTS Tugin 6160			# 200	TA A	u. P	
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1-22	-3	) )	22	. ~ .	GK1	13W	<u>.</u>	-
		POTATOES			40	A		
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11-23	-/		23		gn,	13 W	S	
		CARROTS		/	125-1	<b>7</b> ·		
	HAI	RRIS EAST						

UNICULTIVATED AS

Aug. 20 2002 08:03AM Pd

PHONE NO. : 661 9481088

5 A EACH SITE

FROM : LACOAGCOMMMNGOUTF09T

ite#	Location/S Crop Chemical	ite Narrative Code		Dist	Sect Qı	Town nant l		Meridian Condition
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UN CULTIVATED AS

5A EACH SITE

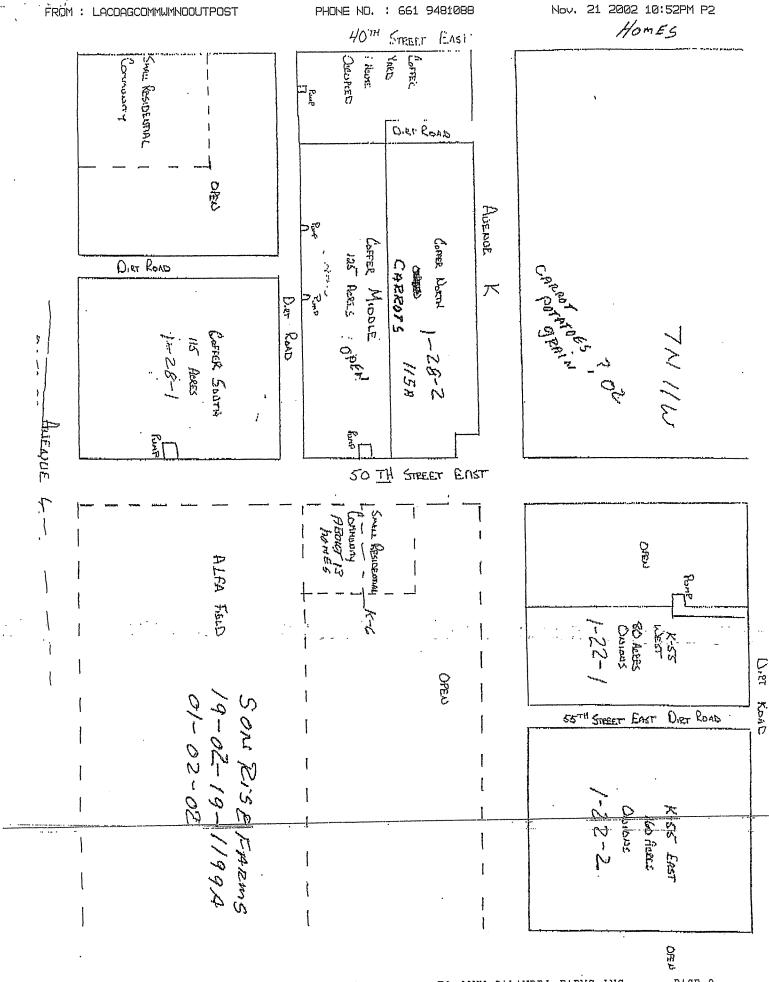
PH -- 20 2002 02:02HM P3

PHONE NO.: 661 9481088

ROM: LACOAGCOMMUMUOUUTPOST

## Restricted Materials Permit /LD. Number

Restricted Materials Permit / 1885.  Firm: SON Rige FARM G  Employees handle pesticides (Y or N)			ID/permit #: 19-02-19-1/99A					
Employees b	Location/Site Narrative Crop Chemical Code	/c	Dist		•	nit	Meridian Condition	
1-28-1	the same of the sa	. Account of the Control of the Cont	10	28	TN	/1W		
	onions	•			115 A		$ \oint_{\Gamma} $	
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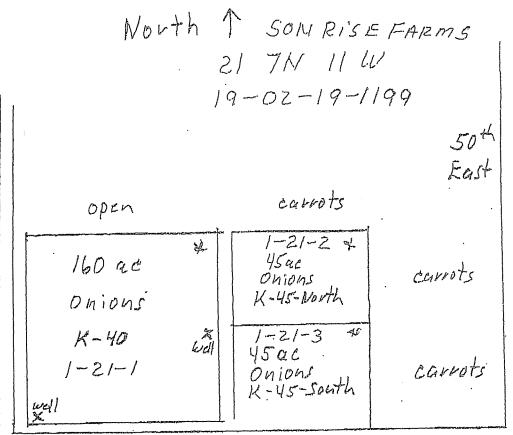
### Restricted Materials Permit/LD. Number

Firm: SON RISE FARMS Employees handle pesticides (Y or N)		D/permit #: 19-02-19:-/1999				
Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Rauge Me Quant Unit Cond				
1-21-	nace /	·1 21 7N //W S	SCHOOL PROPERTY.			
k-	ONIONS -40	1604				
-2/-	2	21 7N 11W S				
	ONIONS	. 45A	ø			
K	-45 NORTH		d specific designations			
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•	J-8+62		NEW TO LAW TO A DESCRIPTION OF THE			
1- 23	Z	23 FN 1/W	\$			
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ma - nal aime

K-70

HOW SENSITIVE AREA TO ST



open

Ave. K carrots

K-40 K-45 North K-45 South

PHONE NO. : 661 9481088 FROM : LACCAGCOMMUMNOOUTPOST Northt SONIRISE FARMS
22 TH IIW 19-02-19-11991 55 Fest open Ave, U open XIdell goac. xwell wheat open ONIONS 1-22-1 carrots

## PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 661 948 6044

# DISPATCH INVOICE

03/05/04

BILL TO : 74090

CALANDRI/SONRISE FARMS

40445 27TH ST WEST PALMDALE, CA 93551

P O NUMBER : INVOICE NO :

RESELLERS # : EXP CERT # :

10635

TERMS

: NET DUE 10 DAYS

BILL DUE : 03/15/04 DELIVERY DATE : 03/05/04 DELIVERY TIME : 0000

SHIP TO :

ZZZZZZ1

SON RISE FARMS

752 WEST AVE L

LANCASTER, CA 93534

4 (21 1, 25	PRODUCT DESCRIPTION  DIESEL FUEL, 3, NA1993, PGII B/L 9136202 FREIGHT	UNITS ORDERED 7,500.00	UNITS NET 7,400.00	SALE PRICE 1.14920	EXTENSION 8,502.60	
CA SPIL	EXMPT TAXABLE LA SALES	TAX	7,400.00 7,400.00 8,511.41 TOTAL INVOICE	. 036100 . 001190 . 032500	267.14 6.81 276.62 9,255.17	

NOTE :

.

17%

RETAIN THIS INVOICE FOR YOUR RECORDS \*\*\* 光光光

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

#### PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 . 661 948 6044

BILL

SHIP TO : .... 74090/00000001 SON RISE FARMS

752 WEST AVE L LANCASTER, CA 93534

INVOICE NO 10635

P O NUMBER RESELLER #

EXP CERT #

BILL OF LADING 19/3600

DRIVER TRUCKAC

11 08-5. Renes

DEL DATE 8 03/05/04 DEL TIME : 00:00

DISPATCHER :

PRODUCT RACK DESCRIPTION

EPA

UNITS ORDERED UNITS GROSS

UNITE MET

DIESEL FUEL, 3, NA1993, P. 36.0 CHEVRON/EL SEGUNDOÁS DYED DÍSEL, 3, NA1993, PG III:

工,与600~0~

Z42%)

GEFROX BEF

AFT .....

TOTALS

the the can the the the ten too 7:500.0

SPLIT LOAD: (Yes) OUR PUMP USED

LYesl

SPLIT UNCOAD (Yes)

LOADING TIME

DATE 3-5-04 TIME IN 530

OUT 635

UNLOADING TIME DEL DATE 3-5-04 TIME IN \$35 OUT 1055 GH/F

EXP DELAY MILEAGE: START 508144 END 545 226 TOTAL 8.2

COMMENT :

M

LOCATION : 661-945-0616

APPROX TANKS SIZE : ALT RACK : 2828 ...

RETAIN THIS DELIVERY SLIP FOR YOUR RECORDS \*\*\* \*>>> EMERGENCY SPILLS 1-800-633-8253 < < <\*

Deliver to 165th Ed RY Deliver to 170th E& AveS Tank#