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 paid in advance;
- (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. Right Of First Refusal

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

18. Non-Disturbance

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

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9 TERMS & CONDITIONS AS THE

Bolthouse#4/leases/Hartunian3201-003-041

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

Lessor agrees to furnish lessee with a conforming copy of any and all well reports, "if any", 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 or upon contiguous or nearby parcels. 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 well proposed for use in connection with Lessee's farming operations. 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 fifteen (15) days "from execution 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.

20. Water Adjudication

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

If and when such "adjudication" of water rights takes place, Lessee shall have sixty (60) days to evaluate the impact of such adjudication on the operation of Lessee's business. If Lessee determines, in its sole discretion, that such an adjudication shall have an adverse impact, then Lessee

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

ACCEPTANCE

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

Lessor agrees to pay compensation for services as follows:

Brokerage fee equal to six (6) percent of the Lease amount, or any extension thereof, to Coldwell Banker Commercial/Hartwig Realty, Inc. The brokerage fee shall be payable annually upon Lessor's receipt of the Rental payment.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of August ____, 1999.

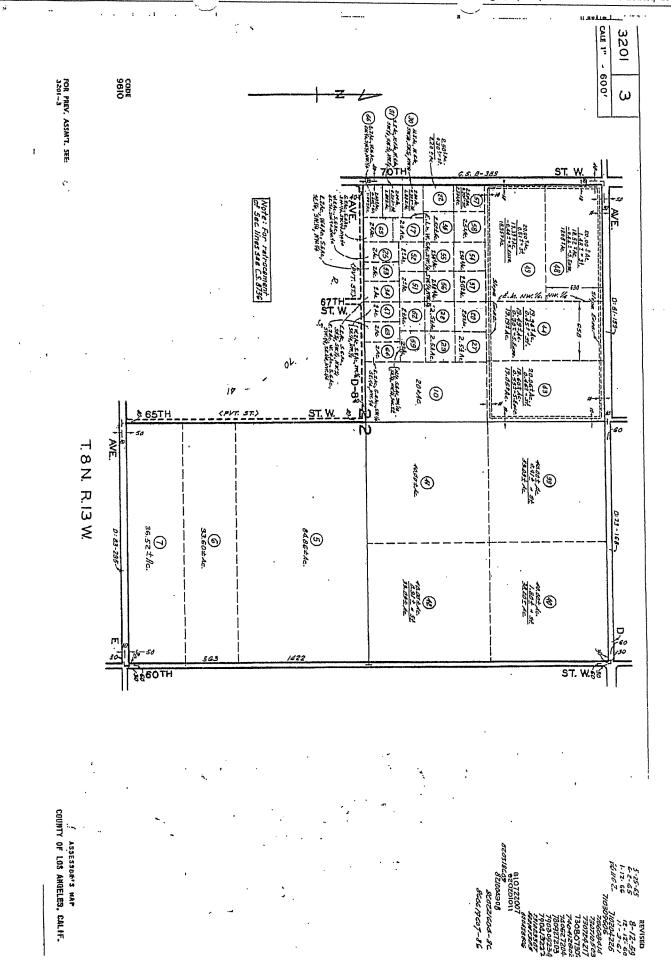
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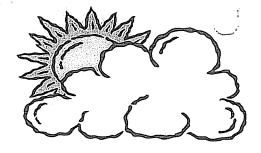
LESSEE:

Beverley A. Hartunian

Bolthouse Farms, Inc. A Michigan Corporation

BY:_____







SON RISE FARMS

John A. Calandri 40445 27th Street West Palmdale, Ca. 93551 Telephone 661-945-1359 Fax 661-945-2930

November 27, 2001

Paul Lawson 5535 E. Evergreen Blvd. #7305 Vancouver, WA 98661-6662

RE: Lease Extension

Dear Mr. Lawson:

As agreed upon in our lease assignment, dated November 27, 2000, I am hereby notifying you that I will exercise the first one-year option. All other terms and conditions of the original lease will remain in effect.

Please sign this letter where indicated, retaining a copy for your records and return the original to me in the self addressed envelope I have provided.

I have enclosed our check for \$6,000.00 for the 2002 season.

If you should have any questions or concerns, please do not hesitate to telephone my secretary at the above numbers.

Sincerely,

John A. Calandri
Owner
Paul Lawson______date_____



COLDWELL BANKER COMMERCIAL

HARTWIG REALTY 1833 WEST AVENUE J LANDCASTER, CA 93534 BUS. (661) 948-8424 FAX (661) 942-5971

November 30, 2001

Beverly A. Hartunian 16430 Ventura Blvd., Suite 205 Encino, CA 91436-2133

Re: Lease Check

Dear Beverly:

Enclosed you will find your annual lease check for Lease Year 2002.

If you have any questions or comments, please call me:

Regards,

Definis Greer

DG:dkh

LEASE AGREEMENT

This Lease made by and between Paul Lawson referred to in this Lease as "Lessor" and John A Calandri referred to in this Lease as "Lessee" is made upon the following terms and conditions:

- 1. Description of Property: 40 acres known as, L. A. County Assessors number 3201-003-042.
- 2. Conditions: Lessee and Lessor agree to all conditions and terms of the Lease dated January 1, 2000 between Paul Lawson and Bolthouse Farms, except the Lease will be for a term of one (1) year commencing January 1, 2004 and ending December 31, 2004 with no option for Lease extension.
- 3. Rental Rate: The rent is \$3,500 per year paid in advance by December 31, 2003.

PAUL LAWSON

OHN A CALANDRI

Ì:

5535 E EVERGREEN SUITE 7305 VANCOUVER, WA 98661

" AMSON

Phone: 360.694.5112 Fax: 360.694.0069

EMAIL: leighsl@aol.com

LAWSON PROPERTIES PAUL & SHARON LAWSON



To: Donna Frazer From PAUL LAWSON / SHARON LAWSON
Fax: 66/9452930 Date: 12/26/2003
Phone: 66/-94551/6 Pages: "
Ro: Jease CC:
□ Urgent □ For Review □ Please Comment □ Please Reply □ Please Recycle
•Comments:
Donna Frazer -
Enclosed are leases for two parcels (40 acros) per conditions previously discussed.
per conditions previously discussed.
Clease deposit the rent for the two parcels (\$7,000)
total to our bank account at any branch of Lank
Clease deposit the vent for the two parcels (\$7,000) total to our bank account at any branch of bank of America. The account name is Lawson Properties
(Recorded Number : 19780.5D)
Please nail copy of agreements, signed by John to us. Thank was name get wing Inst
Address
Sharon Lawson Route #

December 22, 2003

Paul Lawson 5535 E. Evergreen Blvd. #7305 Vancouver, WA 98661-6662

VIA FACSIMILE

360-694-0069

RE: Lease

Dear Mr. Lawson:

As per our telephone conversation today, this letter will confirm in writing an agreement between said parties to all conditions and terms of the original lease dated January 1, 2000, except it will be for a term of one year (1) commencing January 1, 2004 and ending December 31, 2004. Additionally, there will be no options.

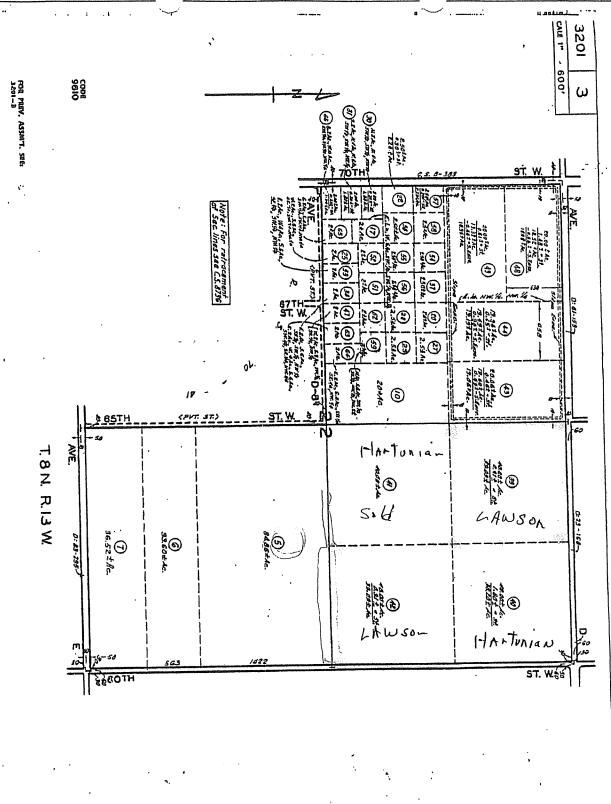
Please sign below and return to our office as soon as possible. Thank you for your immediate attention!

Sincerely,

Donna Fraser Assistant General Manager Admin. & Finance

	date	
Paul Lawson	-	
	date	
John A. Calandri	***************************************	

Fave 2 12-23-03 9:40



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Lease

This Lease, made by and between <u>Gerard K. Loy</u> referred to in this Lease as "Lessor", and Calandri 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 twelve (12) consecutive months beginning January 1, 2004 and ending December 31, 2004.

This Lease shall encompass approximately forty (40) acres known as Assessor's Parcel Number 3201-003-041, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. Purpose for which Premises are to be Used

The Leased premises are to be used by Lessee for the purpose of farming; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts which may be reasonable or necessary in connection with such farming operation.

Lessee shall conduct its farming in conformity with good agricultural operations. Lessee shall comply with all applicable State and Federal laws.

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Lessee agrees to pay by way of rent for the term of this lease the sum of approximately \$100.00 per acre, per year, or a total of Four Thousand Dollars (\$4,000) per year, which will be payable upon the execution of this Lease.

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.

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6. Equipment

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

7. Assignment or Sublease

Lessee shall not sublease, assign, transfer or hypothecate this Lease without first obtaining the written consent of Lessor, and in no event shall the demised premises be assigned, sublet, transferred or hypothecated unless the transferee shall provide evidence of adequate financial resources to fully comply with all of the terms of this Lease to the 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. Condition of Premises

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

It shall be the obligation of Lessee to maintain, if any, well, pump, motor and underground main line, in as good condition as Lessee takes them, subject to ordinary wear and tear, Lessee shall be obligated to repair any damages and maintain any well, pump,

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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

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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.

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14. Notices

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

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

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

Gerard K. Loy

Peliz Loy Centrum KM 5

La Trinidad, Benguet, Philippines

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

Calandri/Son Rise Farms, LLP

752 West Avenue L

Lancaster, CA 93534

15. <u>Miscellaneous</u>

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- (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;
- 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

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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;

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- (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. Non-Disturbance.

Lessee shall not be required to attorn/subordinate to superior mortgages or superior mortgages, etc., including, but not limited to, any purchaser taking title by or through any mortgagee or by or through a foreclosure sale ("Successor") unless the superior mortgagees or successors execute a non-disturbance agreement in favor of Lessee in such form as shall be acceptable by Lessee. Lessors delivery to Lessee of a Non-Disturbance Agreement executed by Lessor and any and all Deed of Trust beneficiary, in such form as

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shall be acceptable to Lessee, shall be a condition precedent to Lessee's performance under the Lease.

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17. Right Of First Refusal

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

ACCEPTANCE

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

Lessor agrees to pay compensation for services as follows:

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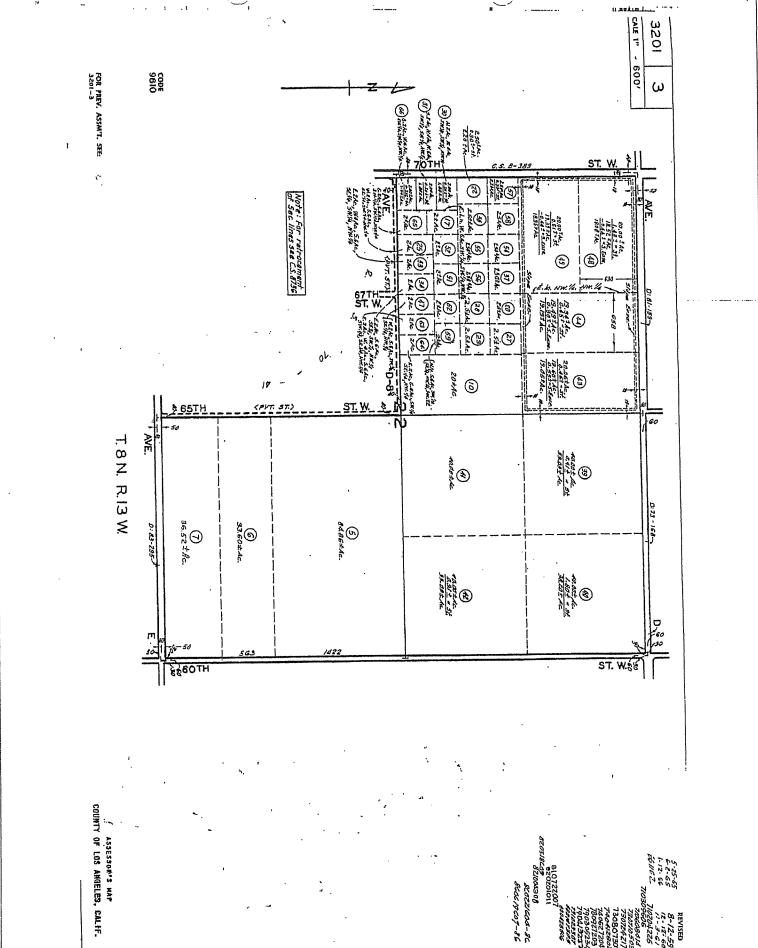
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Brokerage fee equal to eight (8) percent of the Lease amount or any extension thereof, or any transaction resulting from the Lessee's exercising of its Right of First Refusal, shall be payable to Coldwell Banker Commercial/A Hartwig Company, Inc. The brokerage fee shall be payable annually upon Lessor's receipt of the Rental payment, or in the event of a purchase, concurrent with the close of the purchase/sale transaction.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of March ____, 2004. Gerard K. Loy LESSOR: Calandri/Son Rise Farms, L/LP LESSEE: /// /// /// /// /// ///

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Lease

This Lease, made by and between <u>Jumayde N. Paayas and Editha T. Paayas</u> referred to in this Lease as "Lessor", and Calandri 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 twelve (12) consecutive months beginning

<u>January 1, 2004</u> and ending <u>December 31, 2004</u>.

This Lease shall encompass approximately forty (40) acres known as Assessor's Parcel Number 3201-003-040, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. Purpose for which Premises are to be Used

The Leased premises are to be used by Lessee for the purpose of farming; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts which may be reasonable or necessary in connection with such farming operation.

Lessee shall conduct its farming in conformity with good agricultural operations. Lessee shall comply with all applicable State and Federal laws.

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3. Rental Lessee agrees to pay by way of rent for the term of this lease the sum of approximately \$100.00 per acre, per year, or a total of Four Thousand Dollars (\$4,000) per year, which will be payable upon the execution of this Lease.

4. Occupancy

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

5. Utilities

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

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6. Equipment

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

7. Assignment or Sublease

Lessee shall not sublease, assign, transfer or hypothecate this Lease without first obtaining the written consent of Lessor, and in no event shall the demised premises be assigned, sublet, transferred or hypothecated unless the transferee shall provide evidence of adequate financial resources to fully comply with all of the terms of this Lease to the 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. 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,

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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. <u>Compliance With Law</u>

Lessee shall at Lessee's sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and

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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 or fertilizers on the premises.

10. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmens' liens to stand against the demised property for any labor or material furnished to Lessee, or claimed to have been furnished to Lessee or to Lessee's agents, contractors, or sublessees, in connection with work of any character performed on the demised premises, or claimed to

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have been performed on the demised premises, at the direction or insistence of Lessee; provided, however, that Lessee shall have the right to contest the validity of the amount of any such claims or lien provided Lessee gives Lessor reasonable security that may be demanded by Lessor with immediate notice of any such claim, lien, encumbrance and/or action arising out of any claim for labor or material furnished for the use or benefit of the demised premises.

11. Right of Entry

Lessor or his agents shall have the right to enter upon the demised premises at any reasonable time for the purpose of inspecting the condition thereof, or for the purpose of showing the same to any prospective purchaser or tenant thereof, or to conduct any necessary studies (e.g. soil) so as not to interfere with Lessee's farming. Lessor shall provide Lessee with a minimum of forty-eight (48) hours advance written notification prior to entering upon the property to conduct any such study or showing.

12. Default of Lessee

If any payments shall be due and unpaid after fifteen (15) days written notice of default, or if any default shall be made in any of the covenants or agreements on the part of Lessee contained in this Lease, or in the event Lessee is adjudicated as bankrupt or insolvent, or has a receiver appointed to receive the assets of Lessee, or has a Trustee appointed for Lessee after a petition has been filed under the Bankruptcy Act of the United

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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

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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.

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14. Notices

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

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

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

Mr. and Mrs. Jumayde N. Paayas

Mountain Trail Supply

Oa 95 Ka Tawang Drive

La Tinidad Benguet, Philippines

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

Calandri/Son Rise Farms, LLP

752 West Avenue L

Lancaster, CA 93534

15. Miscellaneous

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- (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

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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;

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- (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. Non-Disturbance.

Lessee shall not be required to attorn/subordinate to superior mortgages or superior mortgages, etc., including, but not limited to, any purchaser taking title by or through any mortgagee or by or through a foreclosure sale ("Successor") unless the superior mortgagees or successors execute a non-disturbance agreement in favor of Lessee in such form as shall be acceptable by Lessee. Lessors delivery to Lessee of a Non-Disturbance Agreement executed by Lessor and any and all Deed of Trust beneficiary, in such form as

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shall be acceptable to Lessee, shall be a condition precedent to Lessee's performance under the Lease.

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17. Right Of First Refusal

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

ACCEPTANCE

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

Lessor agrees to pay compensation for services as follows:

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Brokerage fee equal to eight (8) percent of the Lease amount or any extension thereof, or any transaction resulting from the Lessee's exercising of its Right of First Refusal, shall be payable to Coldwell Banker Commercial/A Hartwig Company, Inc. The brokerage fee shall be payable annually upon Lessor's receipt of the Rental payment, or in the event of a purchase, concurrent with the close of the purchase/sale transaction.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of March _____, 2004.

LESSOR: Jumayde N. Paayas

Editha T. Paayas

BY: Joeys

LESSEE: Calandri/Son Rise Farms, LLP

BY:_____

JOHN A. CALANDRI

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

ARČADIA, CA 91006

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

PERMIT #: 19-01-191199A County HQ District

SON RISE FARMS 42016 IVES GROVE

LANCASTER, CA 93536

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

MHOT CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Home:

Shop: (805)945-0616

Fax:

Mobile :

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Conditions: PA-19-012(03)

understand that this permit does not relieve me from liability for any damage o 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 ay 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 bunty 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 the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch] ermit Applicant:

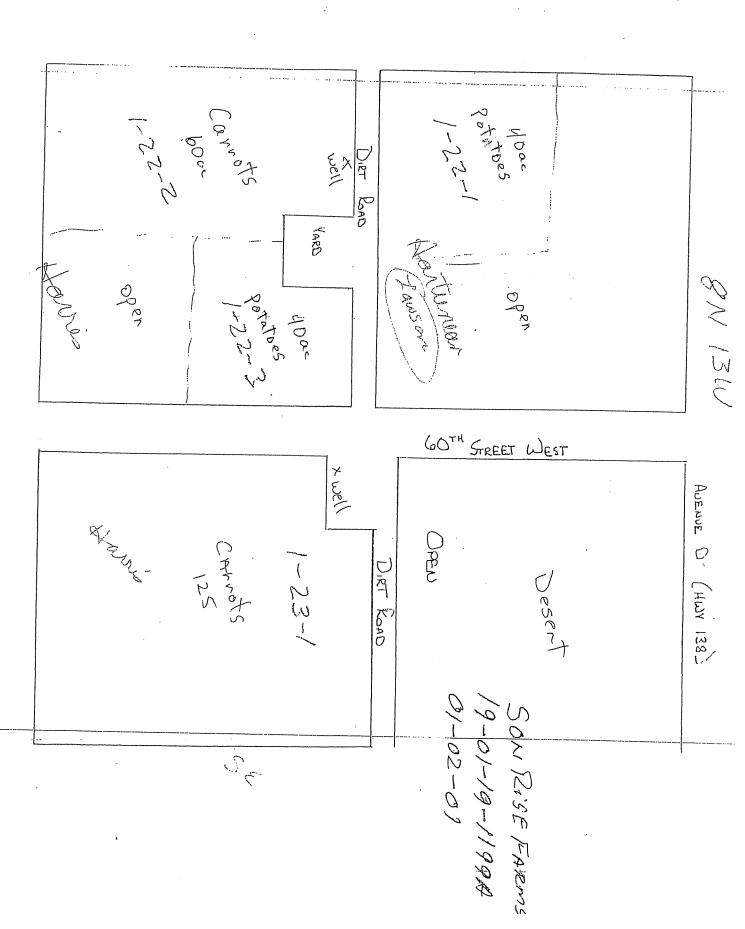
Title: Owner

Sign:

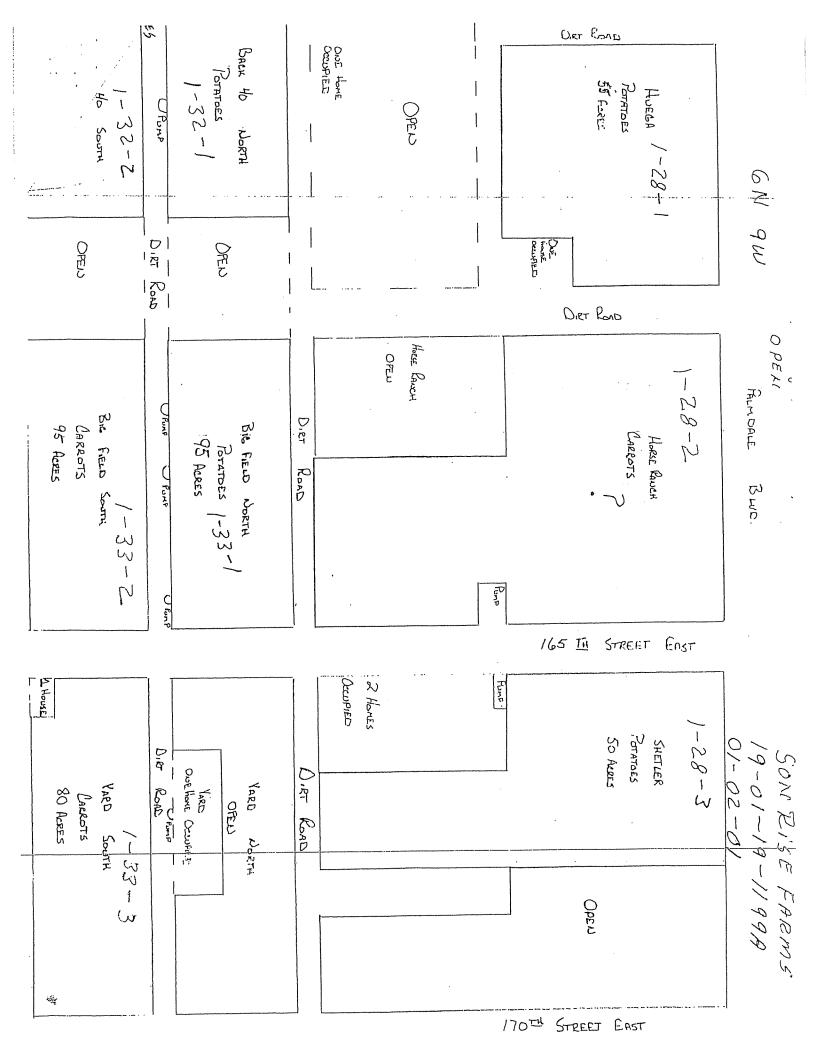
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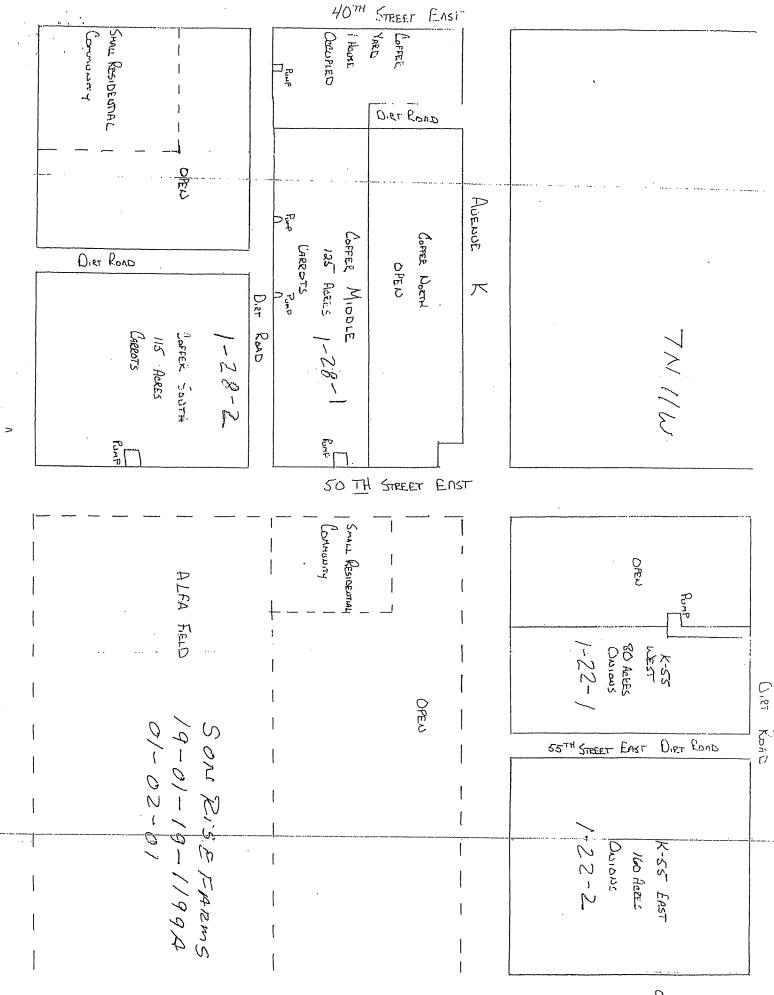
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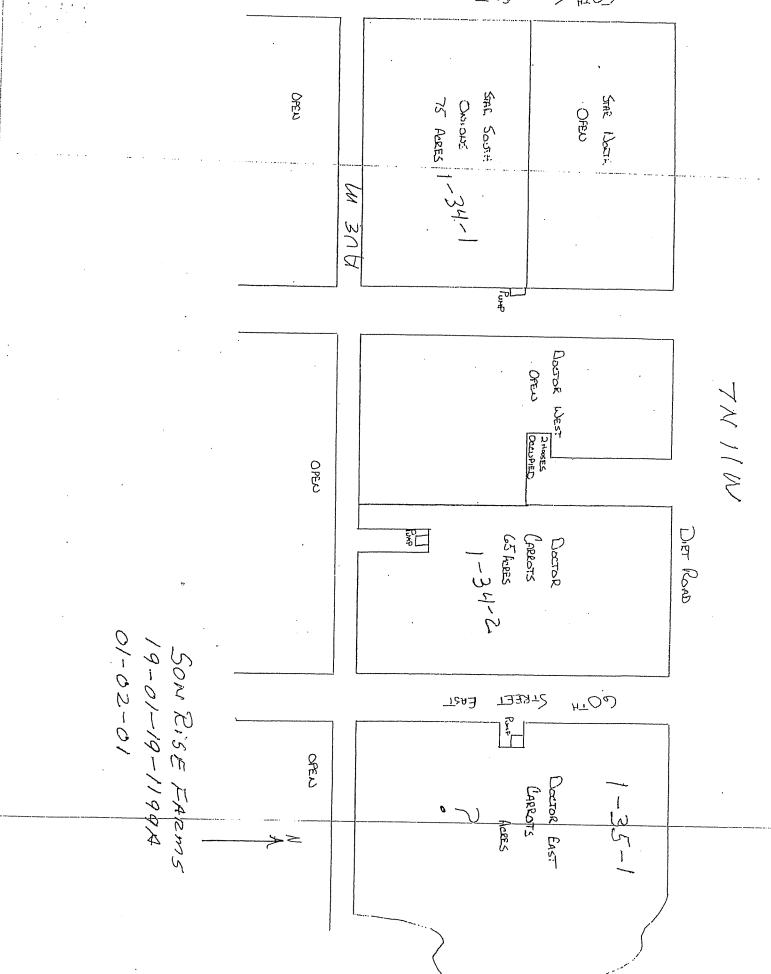


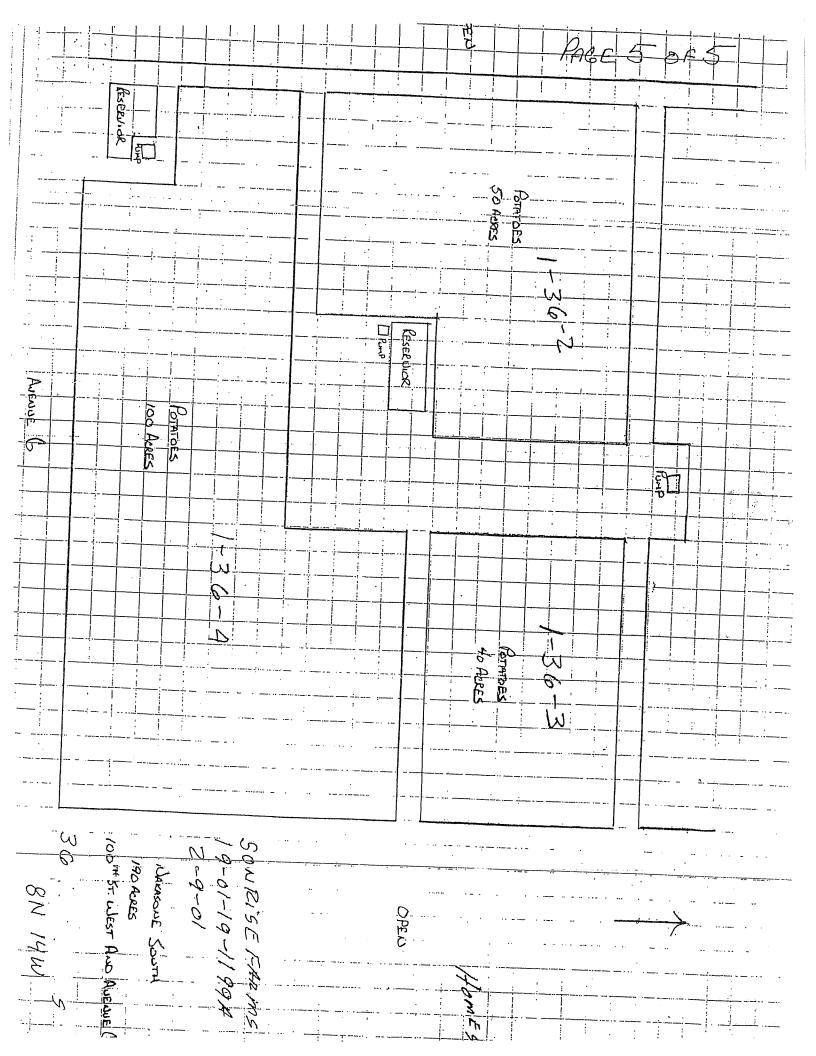
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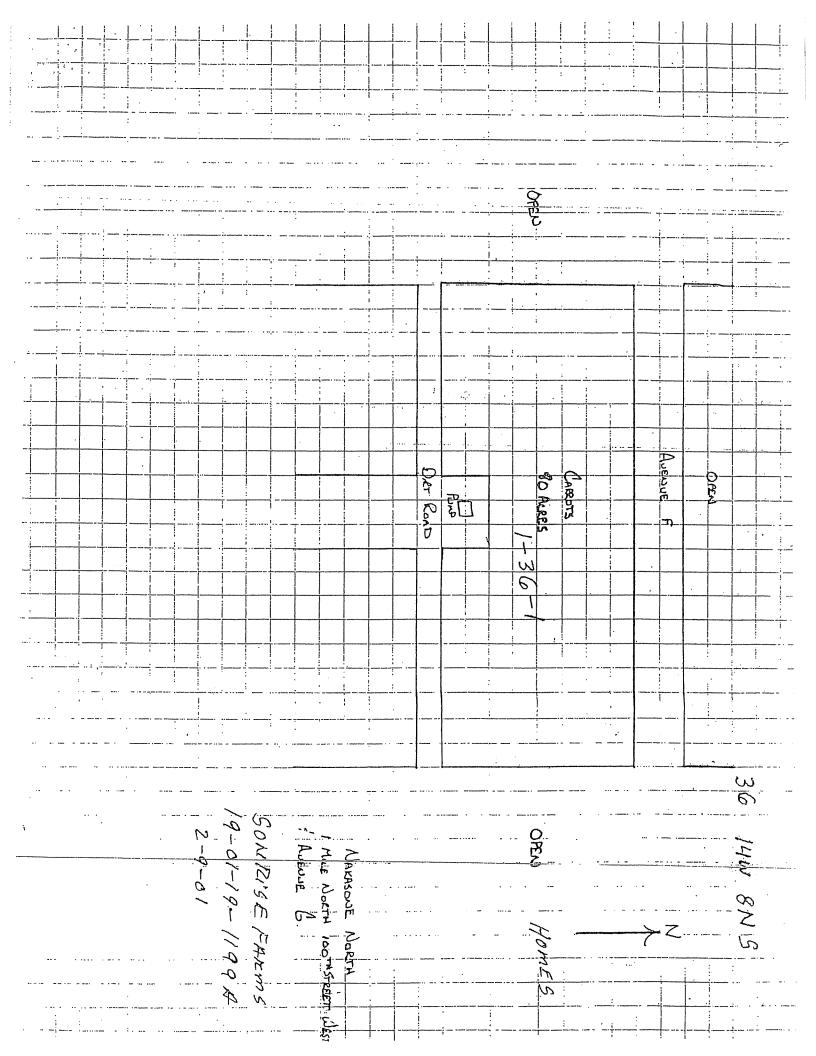


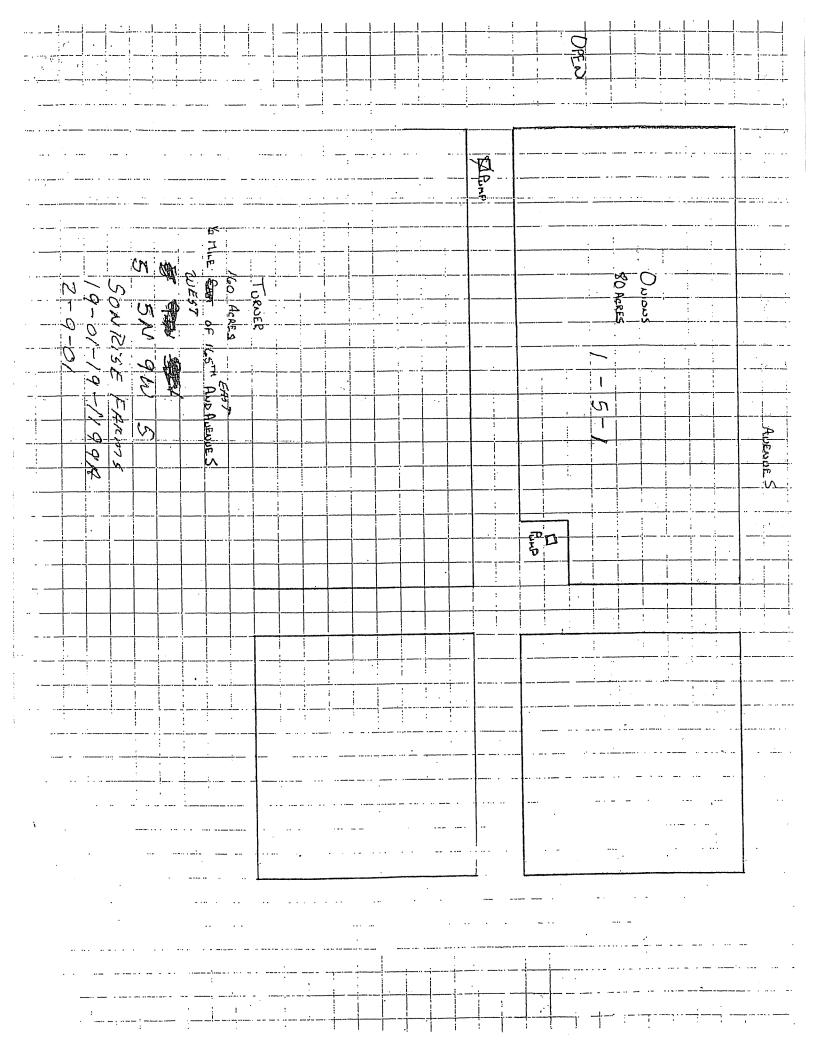
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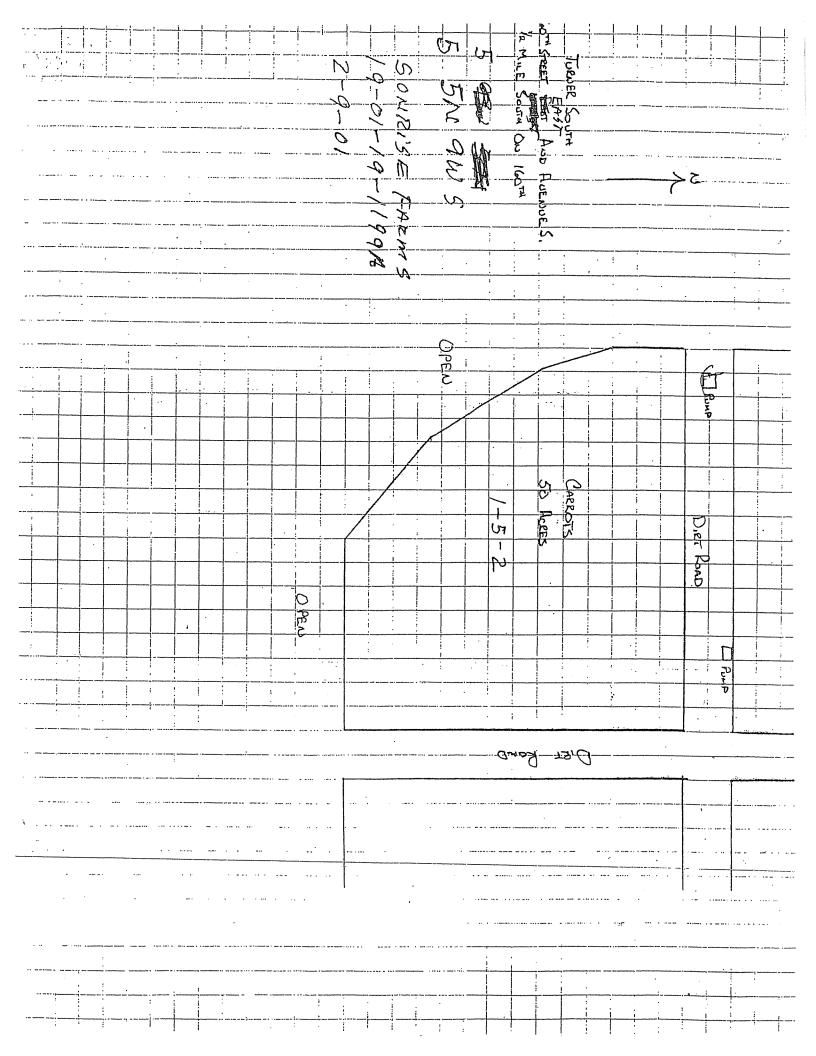




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LOS ANGELES COUNTY AG. COMM. /WEIGHTS & MEASURES 12300 LOWER AZUSA ROAD

ARCADIA, CA 91006-5872

Recorder (NOI) (626)575-5466

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-02-191199.

County HQ District

SON RISE FARMS 42016 IVES GROVE LANCASTER, CA 93536

43933 RYCKEBOSH LANE

CALANDRI

Expiration Date: 12/31/200: Effective Date : 01/01/200

Shop: (661)945-0616

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Permittee Type : Permit Type	Possesion	NOI Meth	od of Su	ubmission
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Numb: Pesticide Pest(s)	Form. Metho	d(s)	Appli	cator(s)
1050 CARBARYL INSECTS 1980 DEAZTHON INSECTS	Wettable Ground Granules Ground		PCO Grower	Employee

PCO Ground. Liquid Air 2302 DISYSTON PCO Ground 3830 METHOMYL INSECTS " Westable Air. PCO. Liquid 3940 METHYL PARATHIO INSECTS Grower 4840 Fumigant Other ALUMINUM PHOSPH RODENTS Grower Bait Other 5.0.40 STRYCHNINE Grower Liquid Other METAM SODIUM SOIL PEST 6160 Grower Other Balt ZINC PHOSPHIDE 6.260 RODENTS PCO Grower Air Ground Liquid: 6360 2.4~D WEEDS

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

Non-Ad Use:

Conditions: PA-19-012 (03

I understand that this permit does not relieve me from liability for any dama 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 Tabeling or in violation of applicable laws, regulations and specific conditions of this permit. I authorize inspection at all reasonable times ar whenever an emergency exists, by the Department of Pesticide Regulation or the County Department of Agriculture of all areas treated or to be treated, story 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: Owner

Issuing Officer: -

Issue Date:

SON RISE FARMS Restrictions continued:

Permit #: 19-02-191199A

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	CARROT 1050, 5540, 6160		29111-	0)		125.00 A	» (عمط وقب خصت فينما لينما	
1-28-1	HEUGA	g apara annung annun sparte sterme förfe s F	guest dies speel spiel dept same James Same	10	.28	-0.6N	0.9W	S
4. ·	CARROTS POTATO 1050, 3830, 5540,	6160	•	· · · · · · · · · · · · · · · · · · ·	and the second law from	55.00 A	nt space into some south some	e films summinus brook date done was n
	Contract Con	•	والمرابعة والمرابعة والمساومة والمرابعة	•		06N	0.91%	S
	CARROT (1050, 5160)		29111-	0)		125.00 A	dur yang dina mpa mastros	ϕ
	ه همچ هما خانده است است کنید و بیشت میشد به بیشت بیشت است ایند و بیشت است ایند و بیشت ایند و بیشت ایند و بیشت	gar again again again ann ann ainn	a typen and size of teas investigate page in	10	28	0.6N	0.9%	s
	UNCULTIVATED AG	(Code:		0)	,	5.00 A	artes plans beion twee bade to	
 1-28-2	HORSE BANGA		To have also make down along both facts.	10		0.614	OġW	8
	CARROT 1050, 5540, 6160	:ebco	29111-	0)	. ,	120.00 A	-	جمع چنیو پنیس دینش تجوی گربت (شیخ
:	and the same and the best sentings are the continues and the same time to the continues of	aga ala anu mpromocente vi	هجمه مند همه حفد ونهر بينه پهم	10	28	0.6N	0914	S
	UNCULTIVATED AG	(Code:	66000-	0 }		5.QO A		
1-28-3	ShETLER	eggan soure soure range from Safest's	ميد هفه فحد نمين محد عبد ميد هه	1.0	. 28	0.6M	0.9W	S
	TOTATO CARROTS 1050, 3830, 5540		14013-	- O,)		145.00 1	<u> </u>	ne allow some home chair make lawn mitte
	and supple state and state (and state and and state and and state had state and and		ative and year first and and make an	1:0	28	0.6N	0.9M	S
	UNCULTIVATED AG	(Code:	66000-	0)	e Josep, ander Josep, ander Josep, and	5,00	A .	
1-32-1	BACK GO NORTH	ar start arrive state partie special s	- plane have made upon participant from a	10	3.2	Nao	O 9 W	S
	POTATO 1050, 3830, 5540	(Code: 0, 6160	14013	- O)· ·		40.00	Α .	

Sito at			TT works takes takes report many takes, were too	Permit #:	•	
	Location/Site Narrative Grop	D*s	st Seci	Town Quant Ur	Range Nit Co	Meridi idition
1-32-1		1(32	06N	Weo	5
may have now improved and strain of	UNCULTIVATED AG (Code:	66000- 0)		5.00	A	
1-32-2	BACK 40 SOUTH	Court file few tolk notes from the season which make the	32	0.61	09W	S
	CARROT (Code: 1050, 5540, 6160	29111- 0)		40.00	Α	••
	BACK 40 SOUTH	recovered transfer from the first annual region to the first from the first transfer transfer from the first f	3.2	0.6N	WeO	S
nin majimu wa sunifiya sayaya	UNCULTIVATED AG (Code:	660000)		5.00	A	
1-83-1	BIG FIELD NORTH CARROTS	1:	33	06N	OSW	S
	707400 (Code: 1050, 3830, 5540, 5460			95.00	A .	
	BIG FIELD NORTH	A Commence of the Commence of	33	06N	09W	S-
the base time that step immerity is	UNCULTIVATED AG (Gode: 99989	68000-0)		5,00	A	
1-33-2	BIG FIELD SOUTH	4,	33	0.6 N	Meo	S
	CARROT (Code: 1050, 5540, 6160	(0 -11182		95.00	Α .	
: ·	BIG FIELD SOUTH	44	3.3	0.6 N	D9W	S
or one saletype our says yegs so	UNCULTÍVATED AG (Code:	68000-0)	A MATERIAL	5.00	A	
-33-3	YARD SOUTH MORTH	į.	0 83	06N	09W	S
	CARROT (Code: 1050, 5540, 6160	29111- 0)	· · · · · · · · · · · · · · · · · · ·	80.00	A	
•••	YARD SOUTH	1.(9 33	06N	0/9W	S
	UNCULTIVATED AG (Code:	66000 0)		5.00	A	
-84-1	STAR SOUTH CARROTS	•	34	95N	70.9W	8
	ONION DRY ETC (Code: 1050, 1980, 3830, 6160	14011- 0)		75.00	A	
. :		•	1	•		

1-34-2 STAR NORTH

1050, 5540, 6160

SON RISE	FARMS		vi i	p,	srmit #:	19-02	-191199A
Site #	Location/Site Narrative Crop	. 44 144 144 444 444 444 444 444	Djst	rerere Joes		Range	:======: :hbineM…
1-35-1	DOCTOR EAST	r alord steps demail process (make speak state) from a second	10	85	07N	11W	\$
	UNCLITIVATED AG (Code: 98,999	66000- 0)		1 2	500	Α.	
1-36-1-	NAKASONE NORTH	State (Plan 1881) and have their plan gaps and have plan	1.0	36	N80.	14W.	
The state and the state are stated as a state and	CARROT (Code: 1050, 5540, 6160	2911(- 0)			BO.00/	A	
1-36-2	NAKASONE SOUTH	Constitute and have seen man have been bridgered	10	36	N80	1°4W	S
and the same of th		14013- 0)			50.00	A	•.•
1-36-3	nakasone south C <i>arrexs</i>	Amplifying and made 1 m	10	36	OBN	14W	S
	POTATO (Code: 1050, 3830, 5540, 6160	14013- 0)			40.00	A	
1-36-4	NAKASONE SOUTH	and the same of the same of the same same same same	10	36	08N	14W	. S
men area are activity year gard	POTATO (Code: 1050, 3830, 5540, 6160	14013- 0)			100.00	A	
1-5-1	TURNER Careots	and the over each tend from the year time and	10	.5	05N	Weo	S S
	ONTON DRY ETC' (Code: 1050, 1980, 3830, 6160	14011 0)			60.00	A :	
1-5-2	TURNER SOUTH	and the last last man have seen the seen and	10	5	05N	OOW	S
	CARROT (Code: 1050, 5540, 6160	29111- 0)		And the first of the second	50.00	<u>.</u>	
1-5-3	CABBOTS	name name same base bases samp only only over same same	1.0	· 5	05N	09W	S
		14013- 0)			80.00	A	
I AM FAMI L. A. COL	LLIAR WITH THE REQUIREMEN	TS OF /	1	<u> </u>	Co Co.	<u>~ol</u>	/-O2
	- 1. 전기 : 12 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :		V	بقائل	out also the trackets	•	DATE

Site#	s handle pesticides (Y or N)	ID/permit #: 19 - 19-1199A					
	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Merid Quant Unit Condition					
1-28	2	1 28 7N 11W 5					
	CARROTS NORTH FER SOUTH	115A					
1-22	2-1	ZZ 8N 13W S					
Ta	POTATOES CARROTS Hugin GIGO	200A					
1-22-		22 8N 13W S					
	CARROTS	GOA					
14	Inne's						
-22-	•	22 - 8N 13W S					
	POTATOES	40 A					
-23-,	/	23 BN 13W S					
	CARROTS	1257					
HA	RRIS EAST						

UNICULTIVATED AS

PH NAZO:80 S005 05 .euA

PHONE NO. : 661 9481088

SA EACH SITE

FROM : LACOAGCOMMMNGOUTPOST

	Location/Site Nar rati ve Crop Chemical Code	Dis		Town	~	Meridian Condition
1-21-1	and the second s		21	TN	11w	S
K-4	ONIONS			160	<i>A</i>	
-21-2	The section of the se	·	21	711	11W	S
	ONIONS			45	T A	,
	15 NORTH	angelipes enteriorina de les establica, la mon	21		114	
-21-3	ONIONS			4/3		
K-41	'5 South			-7 C) <i>[</i>]	•
1 - 23 - 1	1	***	23	フル	11h	1 . S
	ONIONS		•	5	OA	
J	8+62			•		• • •
- 23-	2	*	23	アハ	11 h	V 5
	ONIONS		Ċ,	8	0 A	
1-22-1	<u> </u>	Constructive and material control of the second	22	ブメルノ	11W	S
<u> </u>	ONI'ONS	7	C 6-		017	
	J-55				- / /	

UNCULTIVATED AS

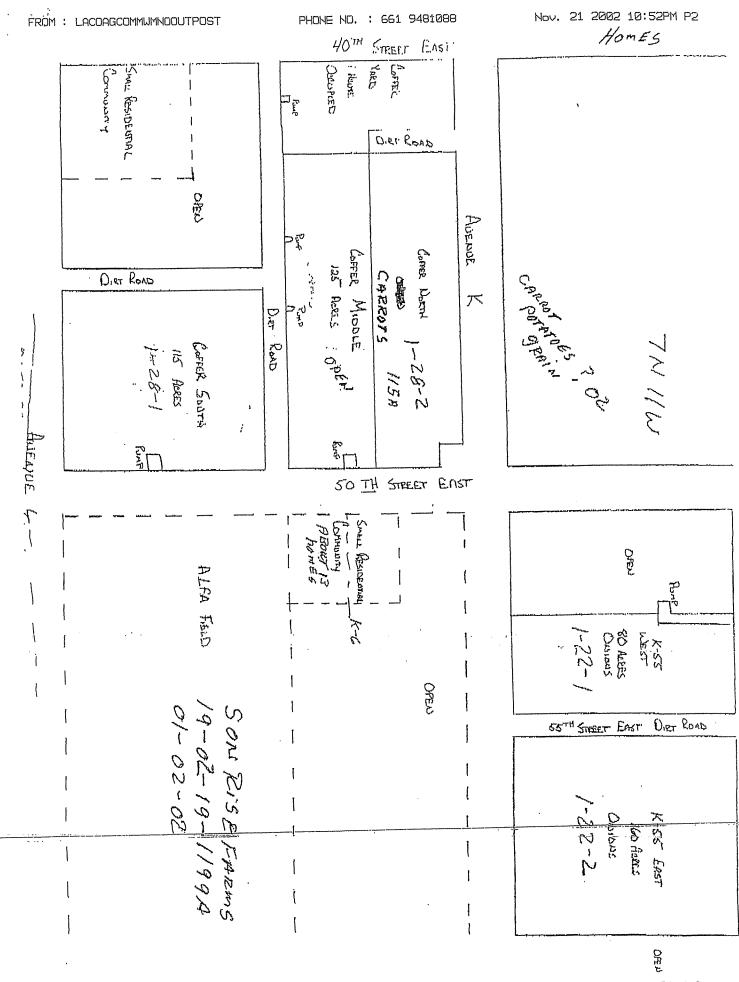
5A EACH SITE

Aug. 20 2002 08:02AM P3

PHONE NO. : 661 9481088

TECOTIONAMMMACOLIFOST

Firm: SON RISE FARM 9 Employees handle pesticides (Y or N)				-//99A				
lite#	Location/Site Narrativ Crop Chemical Code			Dist		uant (Jnit	e Meridian Condition
-28-1	Coffer South			10	28	TN	1160	<i>S</i> .
G10	onions	•				115 A	·	4
		and a state of the	*		,			
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					,	e de la companya de La companya de la co		` >
	#20 market with the state of th	·	- Carlotte Control of the Control of					
			1 <u>1,</u> 10				٠.	
the state of the s	d they are the debut to the state of the sta		,		, ,		QL. On A LLIANS COLORED GRADING STREET	- Anna ang ang ang ang ang ang ang ang ang





Crop Chemi	on/Site Narrative cal Code	Dist	Sect Qu	Town Rauge Meridian ant Unit Condition
-21-1	оориа (пред Поред Насельна (пред 1994 году и по не	. /	21	7N 11W S
K-40	ONIONS			160 Pg
- Z/- Z		Non-Reference and Company of Assessment Assessment	21	7N 11W 5
	ONIONS			45A
K-4511	ORTH	كالمتحاصرة بالمحاصد محاصرة والمحارة ويزار	and the state of t	
-21-3	• •		2.1	7N 11W 5
•	ONIONS			43A
K-455	outh	كالمراجعة والمراجعة		The second state of the second se
1-23-1		ş	23	TN 11W 5
	ONIONS		•	50A 44 44 444
J-8+	62			
1-23-2	engalara disabbasiya ya dili Turkisa di Ababasiya da Turkisa di Ababasiya da Ababasiya da Ababasiya da Ababasi	··	23	7N 1/W S
	ONIONS			80 A
		TO PERSONAL SALES CONTRACTOR		FN 11W S
1-22-1	OMIONS		2.2	80 A

K-70

Apr. 01 2002 10:24AM P2 PHONE NO. : 661 9481088 FROM : LACHAGCOMMUMNOOUTPOST 1 SOM RISE FARMS North 21 7N 11 W 19-02-19-1199 SENISITIVE AREA TO carrots OPEN 1-21-2 4 45ac carrots 160 ac onions K-45-North Onions 1-21-3 K-40 4500 carrots Onions K-45-South 1-21-1 well Ave, K carrots open

> K-40 K-45 North K-45 South

PHONE NO. : 661 9481088 FROM: LACGAGCOMMUMNOOUTPOST NorthT SONIRISE FARMS 19-02-19-11991 55th East open Aveil open X WEll 80 ac. xwell wheat open onions 1-22-1 carrots

4-55

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD ARCADIA, CA 91006-5872

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

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-04-191199A

County HQ District #: 10

SON RISE FARMS 40445 27TH STREET WEST Expiration Date: 12/31/2004

Effective Date: 01/01/2004

PAIMDALE, CA 93551

KEN STACY 752 WEST AVENUE L LANCASTER, CA 93534 Home:

Shop: (661)945-0616

Fax:

Mobile: Harteenear

Permi	ttee Type	Permit Type	Possessi	on	NOI Meth	od of S	ubmission
Privat Q A Co Ag PCO Non-Ag)	Seasonal X Job	Poss & Use Poss Only NOI rec	1 1		cior to	Fax X Modem application
===== Numb	======== Pesticid	======================================	/=====================================	Meth	od(s)	====== Appli 	cator(s)
1050 1980 2302 3830 3940 4840 5540 6160 6260	CARBARYL DIAZINON DISYSTON METHOMYL METHYL PARA' ALUMINUM PHO STRYCHNINE METAM SODIU ZINC PHOSPH	OSPH RODENTS RODENTS M SOIL PEST	Wettable Liquid Fumigant Bait Liquid Bait	Ground Air Air Air Other Other Other Other		PCO Grower PCO PCO PCO Grower Grower Grower	Employee
6360	2,4-D ***** PEST	WEEDS ICIDES CONTINUEI		Air AGE ***	Ground ***	PCO	Grower

Non-Ag Use:

Conditions: PA-19-00056(05)

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

Permit Applicant: Ken Stacey

Sign: 1 Kin Stages

Title: Foreman

Issue Date: 1-16-04

Issuing Officer:

Issue Date: ///4/04

COUNTY'S LOBBYIST OF DIVINANCE NO. 53031.

SIGNATURE

CON DICE EARMS

Permit #: 19-04-191199A

	SE FARMS ides continued:							
Numb Pesticide		Pest(s)	Form.	Meth	od(s)	Applicator(s)		
19102 20080	 PARAQUAT VYDATE PERMETHRIN CYPERMETHRIN	WEEDS NEMATODES INSECTS INSECTS	Liquid Liquid All Reg Liquid	Air Ground Air	Ground Ground	PCO Grower PCO PCO PCO	Grower	
	MCPA NON-PERMIT AG I		Liquid Liquid	Air Air	Ground	PCO	Grower	
Employ	rees handle pest	cicides (Y or	N) ¦Y¦					
	t People:	Phone O SEAN S	DE	PCO 	PCA 	PCD 	Other 	
	en jaron de la serie de la ser				•			
·	海河·维罗尔 (1994年) 20		•	• •				
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	$\frac{1}{2}(x,y) = \frac{1}{2}(x,y) + \frac{1}{2}(x,y) = \frac{1}{2}(x,y) + \frac{1}$					٠.		

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Opions_	ACKES	Sitet	Sec	Two.	Rng.
Jesert South	1 7.5	1-34-1	3 Y	6N	9 W
and South	1 80	1-33-1.	33	6 N	9 W
Kochen	1, 280	1-30-1	30 15	.7 <i>IV</i>	10 w
ochenlest hristoff	1, 100 1, 100	1-25-2	25	7n. 7n	11 W
1-70	1 80	1-23-1	2·3	7 N	1112
1)um	1. 160	1-24-1	24	710	116
vole East	80	1-23-3	23	7N	
J-8 1 JOISKV V	60	1-10-2	23	7 <i>N</i> 7 <i>N</i>	11 W
$\frac{2013737}{84.5hht}$	40	1-10-2	10	7N	1160
1-45 1	, 100	1-21-4	21	ŤW	-11 W_
(-40 V	80	1-21-3 1-33-1A	21.	7N	11 W
Kyle	<i>60</i>	1-33-1A	<u> 33</u>	100	- 11 w _
	,				76-
			a recording to the second seco		
arrots.	<u> </u>				
offir South	1 150-	1-28-2	28	72	9 W
offer North	125	1-28-3	28	フル	9 W
offer North y	155	1-22-2	22	8 N	9 W
lakusone	198	1-36-1-	36	8 N 8 N	14 W
lome v	200	1-1-1		8N	16 W
INPREAD	2017				-
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Descrt South Yard South Kochen West V Christoff V K-70 Blum Avole East V Bush Kell K-45 K-40 Kyle	ACYCS 1 80 280 40 100 80 160 80 40 40 40 40 40 40 40 60 80 60 40 60 80 60 60 60 60 60 60 60 60 60 6	5/+c ++ /-34-1 /-33-1 /-30-1 /-25-2 /-25-1 1-23-1 /-24-1 /-23-3 1-23-2 /-10-2 /-10-1 /-21-4 /-21-3	Sec. 3 4 3 3 3 0 2 5 2 3 2 4 2 3 1 0 1 0 2 1 2 1	Twn. 6 N 6 N 7 N 7 N 7 N 7 N 7 N 7 N 7 N 7 N 7 N 7	8 ng. 9 W 9 W 10 W 11
Carrots Coffer South Loffer North V Hartanian Nakasone Home	150 125 155 198 160	1-33-1A 1-28-2 1-28-3 1-22-2 1-36-1- 1-8-1-	28 28 28 26 36	8N	9 W 9 W 9 W 14 W

		138		
	220+4		Homes	230+hwcst
Open		will carrot. 200 a sitc#1-	well 5 6.	Open
		Ave A.		OPCH
1-23-04		8N-16W		North

1190 th AusB Auc.C Auc. B-8 Ave.D 19-04-19-1199 Son Rise Farms Home Ranch 160 ac 8, 8N, 15W, Permit#19.03-19-11996 SOWRISE FARMS 12/9/03

open 100+4 Open × Well XWell . xwell Carrots 198 ac Nakasone Crop Site# 1-36-1 Crop Homes 90th West AucF 36 - 8N - 14W

> Son Rise Farms 19-04-19-1199A 1-23-04

46611-61-40-61 2 map 7 25: A nos

House

Hartanian carrots 155 ac

60th west

22-8 N-13W

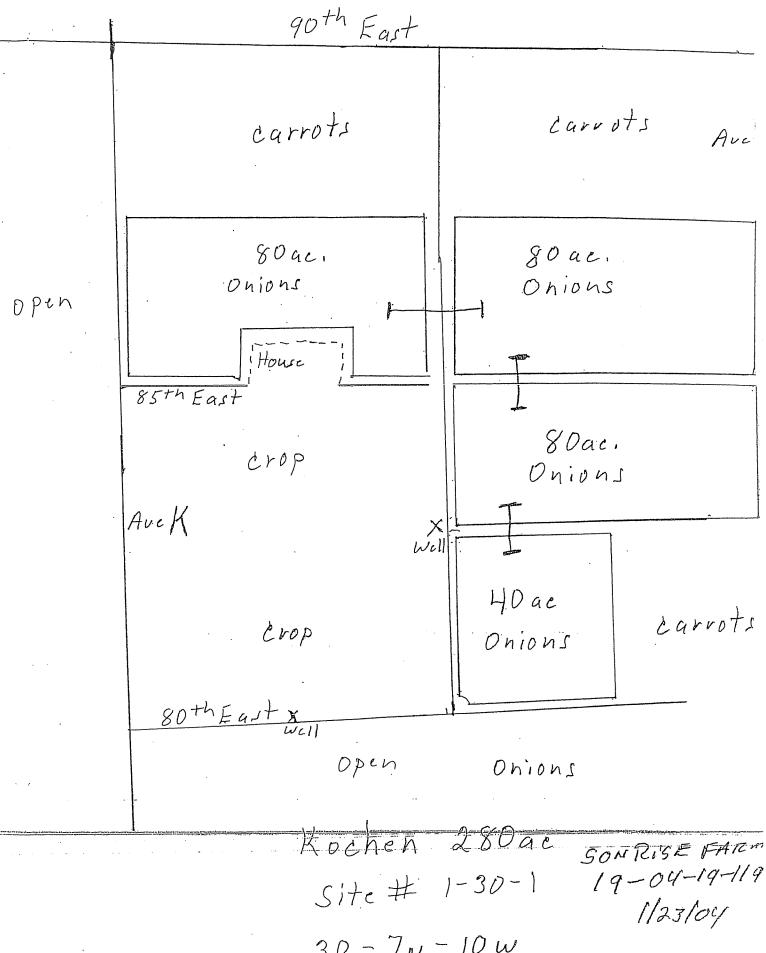
Open

* .·	Homes	21-7N-11W	5.7-4 1-21-2 well	WEIJX , 80 ac	100 ac	Site#1-21-4 x		
38	0.9en		Site#1-28-3 Well		125 ac Open carrots		Soth Homes	
28-7N-NW SON7	1/16	19-0	cll ' '	X., Open	Carrots Site#1-28-2 Coffee North	150ac	Alfalfa	
SON RISE FARMS	1/16/04	19-04-19-1199	10/89/1 406/1-61-60-61	33-7N-11W	SIt=# 1-33-1A	60ac	House	F457

		(
			75ac, Onions Site#1-34-1 Desert South	Crop
		CLOP		
170 th East			34-6N-9W	
· F0131				The second secon
		R-4	80ac. Onions	
			site#1-33-1	() () ()
		Crop	Yard South	Open
		ishop		
165 Fast	Xwell	wellx	33-6N-9W	
<u>u</u>				
			Crop	10.00 Language and
			•	
	(SON RISE FAR.	m 5

AveR

50N RISE FARMS 19-04-19-11994 1/23/04

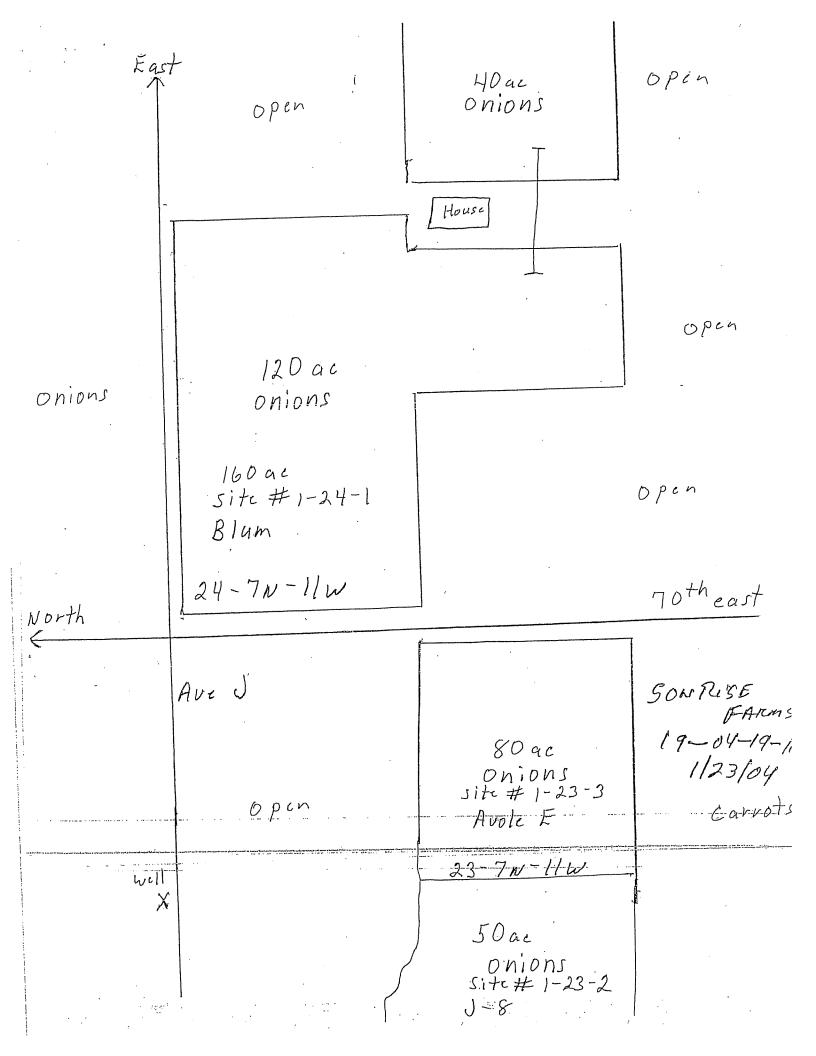


30 - 7N - 10W

one is a second	25-/N-11W	Avek		AveL
	K-70 × well 23-7N-11w	:House; carrots		
	80ac Ohions Open site#1-23-1	open		Open
	Open	70th East		Christoff 100 ac
			carrots	House; well X 60ac Onions K of Site# 1-25-1
		carvots	West Kocher 25-72-11	40ac.
		open	onions site#1-25-2	open

East open Xwell 40 ac Site#1-10-2 open Onions Wolsky Open House 5 Onions Bushnell 10-7N-11W Ave I AVC H 50th East

> SON PRISE FARMS 19-04-19-11994 1/23/04



Farm Tax Yes No Date Rec' QCT 1 4 2004mt 11 905.05

PETRO LOCK, INC

A/P Entered_____ GL#

45315 N TREVOR AVDate Paid CK# -LANCASTER, CA. 93534

661 948 6044

DISPATCH INVOICE 10/05/04

BILL TO :

74292

CALANDRI/SONRISE FARMS

40445 27TH ST WEST PALMDALE, CA 93551 SHIP TO # 12020202020203

SON RISE FARMS

752 WEST AVE L LANCASTER, CA 93534

P O NUMBER :

INADICE NO # 11208

RESELLERS # # . EXP CERT # #

TERMS : NET DUE 10 DAYS

BILL DUE # 10/15/04 DELIVERY DATE : 10/05/04

DELIVERY TIME : (2020/202)

RACK	PRODUCT DESCRIPTION .	UNITS ORDERED	UNITS	SALE PRICE	EXTENSIO
4015	DIESEL FUEL, 3, NA1993, POII B/L 802037	7, 502021, 02020	7,125.00	1. 57500	11,221.80
A(2(8)	SPLIT DELIVERY FREIGHT	•	1,20 7,125,20	25. 22222 . 243922	25.00 312.75
CA SPI	LL FUND EXMPT TAXABLE LA SALES	3 TAX	7, 125, 70 11,230,35	. 201190 . 232220	8.47 336.9:
			TOTAL INVOIC	3):::	11,925.20

NOTE # DELIVERED TO SR21 AND SR22

**** 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' 多多多 化形形

+8619453792

T-445 P.001/002 F-917

Otha John Fr

PETRO LOCK, INC

45315 N TREVOR AVE LANCASTER, CA 93534 661 948 6044

BILL OF LADING

	P TO : 74090/0000001 SON RISE FARMS			CALT-1 25	753	
	752 WEST AVE L LANCASTER, CA 935	134 1354				
	INVOICE NO : P O NUMBER : RESELLER # : EXP CERT # : BILL OF LADING:		91.81.7	DRIVER TRUCK DEL DATE DEL TIME	# # 기정/경(중 / 전4 # 경(장 # 전(전)	
RACH 4Q15 CHE AFIE	PRODUCT K DESCRIPTION DIESEL FUEL, V VRONZEL SEGUNDOHS ROX BEF	EPA GRAVII NA1993,F DYED DISEL, 3	TOTALS	UNITS ORDERED 7, 500.0 11 AFT 7, 500.0	GROSS	UNIT NET
	SPLIT LOAD TYes			,	D TYEEJ \$	etronia metrik a terbisa a sa
	LOADING TIME DATE TIME IN			I CAC JUIL		
M	EXP DELAY MILEAG	E. START	END	EXP DELAY	INUI marynynyn	
	MENT : 661-945-0		APP	KOX TANKS 51% RACK : 2808		
	***	RETAIN THIS DE	LIVERY SLIP 'SPILLS 1-80	FOR YOUR REC MA-633-6253	(
	REC' BY :	- LIA JAPAN L	DRIVE	ER :		

Deliver to SRZ1, Balance to SRZZ

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RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Horse	2000	carrot	145	4.55	659.75
		onion	0	5.22	0
į		potato	0	3.35	0
2000 Horse	e Total				659.75

2001	carrot	120	4.55	546
	onion	0	5.22	0
	potato	0	3.35	0
2001 Horse Total				546

2002	carrot	120	4.55	546
	onions	0	5.22	0
	potato	0	3.35	0
2002 Horse Total				546

2003	carrot	0	4.55	0
	onion	0	5.22	0
	potato	0	3.35	0
2003 Horse Total				0

2004	carrot	0	4.55	0
	onion	0	5.22	0
	potato	0	3.35	0
2004 Horse Total				0

Total Horse Groundwater	2000 to 2004	1751.75



Horse Ranch

LEASE

This LEASE, made by and between <u>Rona Becker</u>, <u>Trustee</u> referred to in this <u>LEASE</u> as "Lessor", and <u>SonRise Farms</u> referred to in this <u>LEASE</u> 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 (24)</u> consecutive months beginning <u>January 1, 1998</u> and ending <u>December 31, 1999</u>, with two (2) one-year options.

This LEASE shall encompass approximately <u>One hundred thirteen (113)</u> acres, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. Purpose for which Premises are to be Used

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

3. Rental

Lessee agrees to pay by way of rent for the term of this LEASE the sum of approximately \$125.00 per acre, per year, or a total of Fourteen thousand one-hundred twenty-five dollars (\$14,125.00) 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, an accident or event occurring in or about the premises. The limits of liability under said public liability insurance shall be no less than one million dollars (\$1,000,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) for property damage. Lessor shall be named as an additional insured.

5. Utilities

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

6. Equipment

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

7. Condition of Premises

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

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

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

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

If LEASE is so Terminated:

- (a) Lessee shall have the right to remain on the property long enough to harvest any growing crop, if they so desire.
- (b) Lessee shall be refunded, pro rata, any advance rent based on the monthly use of the premises up to the date Lessee actually leaves the premises.

7A. Wells - Lessee's Option

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

8. <u>Compliance With Law</u>

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

8A. <u>Indemnification</u>

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 sublessees in connection with work of any character performed on the demised premises, or claimed to have been performed on the demised premises, at the direction or insistence of Lessee; provided, however, that Lessee shall have the right to contest the validity of the amount of any such claims or lien provided Lessee gives Lessor reasonable security that may be demanded by Lessor with immediate notice of any such claim, lien, encumbrance and/or action arising out of any claim for labor or material furnished for the use or benefit of the demised premises.

10. Right of Entry

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

11. Default of Lessee

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

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

15. First Right of Refusal

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

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

LESSOR:

Rona Becker, Trustee

LESSEE:

SonRise Farms

Harse

AGREEMENT REGARDING ASSIGNMENT

This Assignment of Lease ("Assignment") is made and entered into this 6th day of February 2004, by and among Son Rise Farms ("Son Rise Farms"); Wm. Bolthouse Farms, Inc., a Michigan Corporation ("Bolthouse"); Rona Becker, Trustee ("Becker"), with reference to the following facts:

- A. Becker as Lessor and owner of certain real property has leased to Son Rise Farms as Lessee that real property (the "Leased Property") pursuant to that certain Lease, dated January 1, 1998, (the "Lease"), and Lease having previously been extended, the current term of which Lease ends December 31, 2004, and the tent paid by Son Rise Farms annually in advance.
- B. Son Rise Farms has agreed to Assignment of the Leased Property to Bolthouse and Bolthouse has agreed to abide by all of the terms of the Lease (the "Assignment").
- C. Becker has consented to the Assignment with the agreement of Son Rise Farms and Bolthouse that the Lease remains in performance under the Lease, and Assignment.

 Becker has consented to the Assignment with the agreement of Son Rise Farms and Bolthouse is Son Rise Farms' replacement lessee under the Assignment.
- D. Notwithstanding the foregoing, the parties have entered into this Agreement to more completely address the Assignment and Bolthouse's use of the Leased Property pursuant to the Assignment.

NOW, THEREFORE, the parties agree as follows:

- 1. Bolthouse has read and hereby approves of and agrees to abide by all of the provisions of the Lease, as the Assignee of Son Rise Farms and as Becker's Lessee.
- 2. Becker shall not prevent Bolthouse's use of all or part of the premises for the cultivation of onion, carrot and other crops until December 31, 2004, and in exchange Bolthouse represents and warrants as follows:

Bolthouse#11/Assignment/Bolthouse-SonRise-Becker

- Compliance with Law. Bolthouse shall at its sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (hereinafter collectively referred to as "regulation") 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 Becker/Son Rise Farms Lease or became effective thereafter, regulating the use by Bolthouse 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. Bolthouse shall not use nor allow the use of the premised in any manner that would tend to create waste or a nuisance. Without limiting the generality of the foregoing, Bolthouse 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"). Bolthouse 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. Bolthouse shall not store fuel, insecticides, pesticides, fumigants, hazardous wasted or fertilizers on the premises.
- B. <u>Indemnification</u>. Bolthouse shall indemnify, defend and hold Becker and Son Rise Farms harmless for any and all costs, expenses, including attorney's fees, or damages that either Becker or Son Rise Farms are forced to expend or becomes liable to expend, as a result of Bolthouse's use of the premises.
- Mechanic's Liens and Encumbrances. Bolthouse will not permit any mechanics', laborers' or materialmens' liens to stand against the demised property for any labor or material furnished to Bolthouse, or claimed to have been furnished to Bolthouse or to Bolthouse's agents, or contractors, 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 Bolthouse; provided, however, that amount of any such claims or liens provided Bolthouse gives Becker reasonable security that may be demanded by Becker with immediate notice of any such claim, lien, encumbrance and/or action or material furnished for the use or benefit of the demised premises.
- **D.** Right of Entry. Becker or its 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 Bolthouse's farming. Becker shall provide Bolthouse with reasonable advance notice prior to entering upon the property to conduct any such study or showing, and Becker's notice to be in writing.

E. Attorney Fees. Becker shall be entitled to receive reasonable attorney's fees and other expenses incurred by Becker in enforcing any provision of the Lease or in any action or proceeding in which Becker is successful by reason of the default by Bolthouse or by anyone holding under Bolthouse or incurred by Becker by reason of any action to which Becker 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.

SON RISE FARMS
By: Title:
WM. BOLTHOUSE FARMS, INC.
By: Title:
RONA BECKER
By: Title: Trustee



12300 LOWER AZUSA ROAD

ARCADIA, CA 91006

Office: (626)575-5466 Recorder (NOI) (626)575-5466 FAX: (626)443-6852

RESTRICTED MATERIALS PERMIT

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

NHOL CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Home:

Shop: (805)945-0616

Fax:

Mohile .

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Permittee Type	Permit Type .	Possess	ion NOI Me	thod of S	Bubmission	
Private App X Q A Cent Ag PCO Non-Ag	Seasonal X Job	Poss & Use Poss Only NOI rec	• •	on	Fax X Modem application	
Numb Pesticid	e Pest(s)	Form.	Method(s)	Appli	cator(s)	
1050 CARBARYE 1980 DIAZINON 2302 DISYSTON	INSECTS INSECTS	Wettable Granules		PCO Grower	Employee	

2302 DISYSTOM INSECTS Liquid Air Ground PCO 3830 METHOMYL LHSECTS Wettable Air Ground PCO 3940 METHYL PARATHIO INSECTS Liquid Air PCO 4840 ALUMINUM PHOSPH RODENTS Fumigant Other Grower 5540 STRYCHNINE RODENTS Bait Other Grower 6130 METAM SODIUM SOLL PEST l.iauid Other Grower 6260 ZINC PHOSPHIDE RODENTS Bait Other Grower 6360 WEEDS Liquid Air Ground PCO Grower ***** PESTICIDES CONTINUED ON NEXT PAGE *****

Non-Ag Use:

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 be 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 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 use in the treatment. [Form PR-ENE-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Issuing Officer:

SOMERISE FARMS Pesticides continued:

Permit #: 19-00-191199A

Numb Pesticide		Pesticide Pest(s)		Method(s)		Applicator(s)	
19102 20080 21710	PARAQUAT VYDATE PERMETHRIN CYPERMETHRIN	WEEDS HEMATODES INSECTS INSECTS	Liquid Liquid All Reg Liquid	Air Ground Air Air	Ground	PCO Grower PCO PCO	Grower
22941 23260 99999		INSECTS WEEDS	Liquid Liquid	Air Air	Ground Ground	PCO PCO	Grower Grower

Emoloyees handle pesticides (Y or N) $\{Y\}$

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Site #	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
-34-1		1 34 TN 11W 5
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-34-7	CARROT	34 7M 11W 5 80A
	J R	JOA
- 28-		28 GN 9W S
	POTATO	28 GN 9W 5
(once Dinch	•
- 28-	- /	28 GN 9W S
• 1	CARROT	55 A
).	Lucaya	•
1-32-	- <i>l</i>	32 GN 9W S
	CARROT	HOA
7	jaen 40	
-32-2	2	32 GN 9W S
	ONION	40A
The	Wr 40°	

	handle pesticides (Y or N)	
Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridia Quant Unit Condition
1-33-1		1 33 GN 9W S
	CARROT	100AC
1 27 7	Long 100 n	
1-33-Z		33 GN 9W S
	POTATO	100 A
	Birfind	r.
-27-/	•	27 GN 9W S
,	CARROT	27 GN 9W S 165A
. 1	When-	
-34-1		34 GN 9W 5
	ONION	65 A
	Brown	
-34-2		211 (21)
	CARROTS	34 GN 9W 5
	•	80A
	Brown	
- 34-3)	34 GN 9W 5
	CARROT	75 A
Do	sart	

· •	Firm: SO Employees h	AI RISF FARMS andle pesticides (Y or N)	•	ID/permit #:/9-00-19-1199.					
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		CARROT:				143	5 A		
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	1-33-3	3	• •		33	GN	9W	5	
		CARROT				7	OA	¥	
	<u> Yar</u>	d North		······································	# ************************************			institutenti das des del 100 de de 100 de de 100	
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Firm: SON RISE FARMS

ID/permit #: 19-00-19-1/99 A

Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect Qu	Town ant U	Rang nit	e Meridiar Condition
-28-1		1	28	71	11u) 5
	CARROTS (code:29/11-	0)		135 A	7	
coll	R 6160					r
-22-1			22	TN	114	V S
	ONIONS (code: 140)	11-0)		80	A	
ellog						r
	80, 3830, 6160, 2008	30,21	710			appearance and and an experience of a fee of
I			23	TNI	110	J 5
-23-1					•	
-23-/	POTATO (cod E: 1	•		40	•	•
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·	•	4013-			7 A	
·	•	4013-	21	40	11 W	
·	09 6160	4013-	21	7N1	11 W	
1/2/L/	09 6160 BNION	4013-	21	7N1	11 W	
12/-1 -2/-1	09 6160 ONION Long	4013-	21	7N1) A W O A	5
12/-1 -2/-1	09 6160 ONION Long	4013-	21	7N1 15	11 W 0 A	5
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UNCULTIVATED AG (CODE: GGOOO-O) SAEASHSITE.

SONRISE FARMS

SEC 33-6N-9WS

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	1-28
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7 3 03.25	MOTH STREET EAST DDD DB' (A)
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	$\overline{\mathcal{A}}$

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19-00-19-1199A SEC 34-6N-9W S SON 2.5E FARMS		0 PEN	CARROT FIELD 80 ACRES APOMP		(AREST)
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SONR'SE FARMS 19-00-19-119914 SEC 27- CON-9W Pump OPE N 5,76#1-27-1 TURNER 165 ACRES CARROT FIELD HUENUE DIRT ROALS OPE N HUD HUELUE S. FIELD IS WEST OF () PEN MOST'S FAST

CARROT FIELD

1-33-2 POTETION FIELD DIRT ROAD ENST Owe Horse の飛り

OPEN

5.75 # 1-5.2-2 SM-9W S 50NRISE FARMS

SEC 33 - GW - 9W S 19-00-19-11992 SON RISE FARMS

CARROTT FIELD

100 ACRES NORTH

POTRIDE FIELD

STEET IN THE

1 HOME OCCUPIED

QHOMES T		
Ouion Fierd Hoffees	CARROT FIELD 40 ACRES	AUENUE R-4
T/ano.	•	O P

SOMRISE FARMS 19-00-19-1199A 5EC 3Z-6M-9W 5ITE# 1-3Z-1

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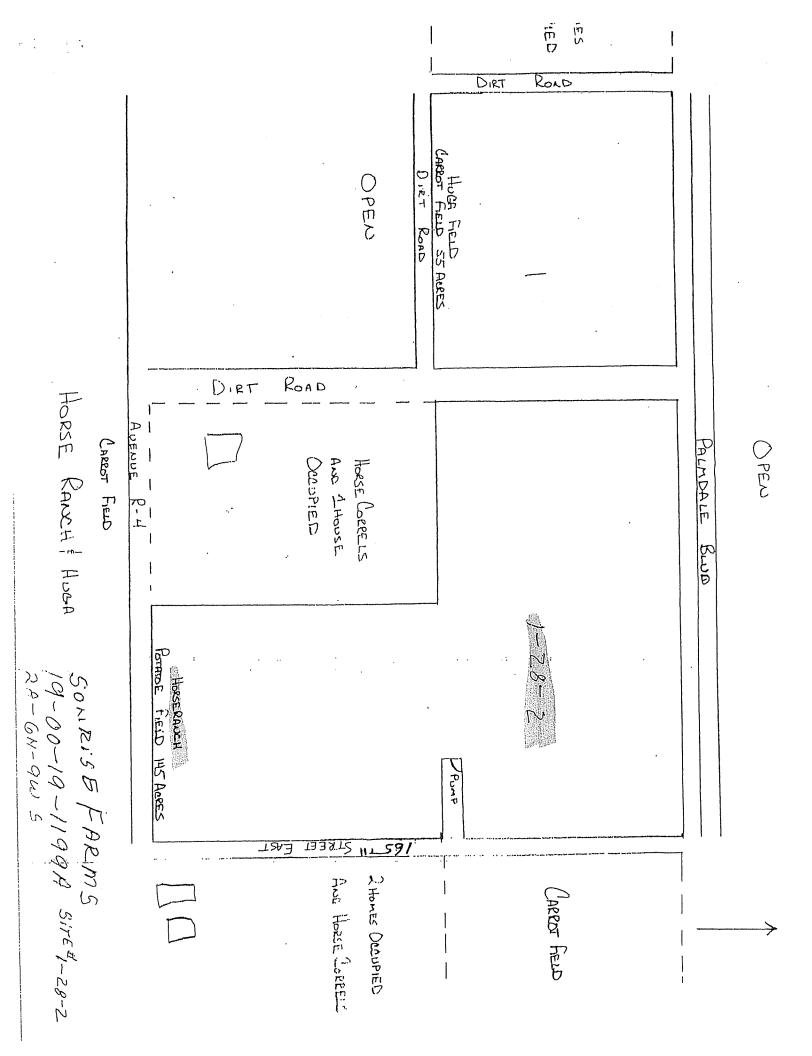
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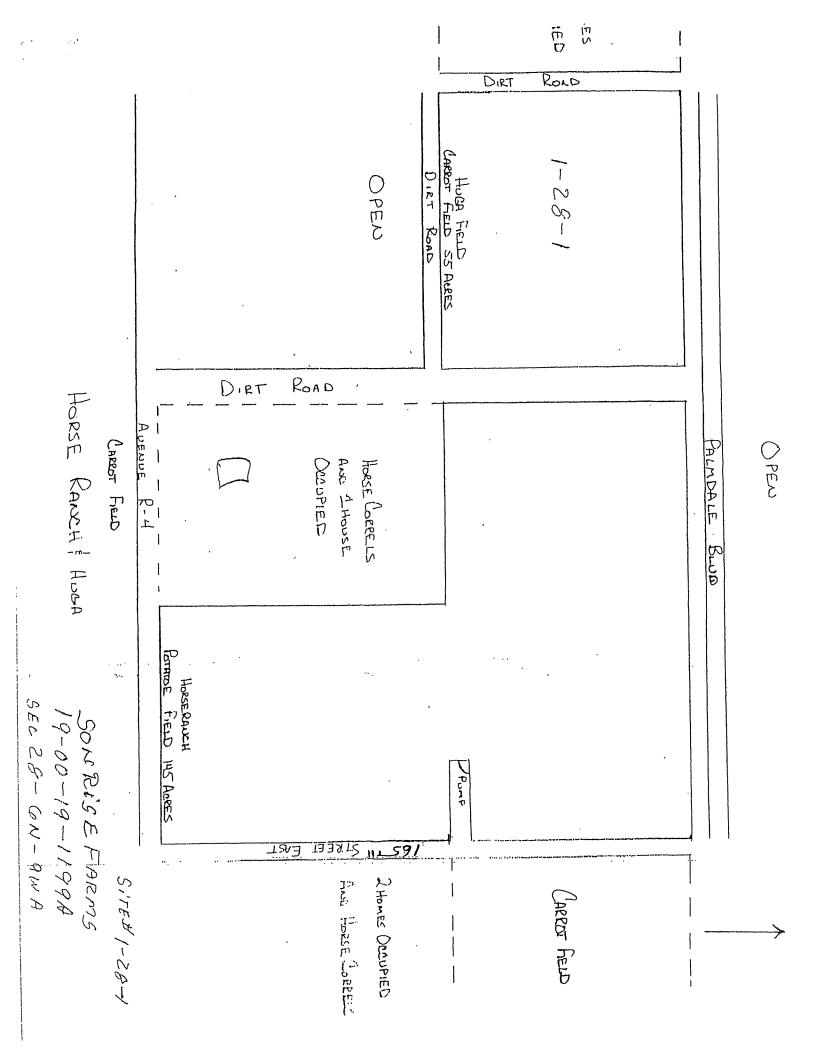
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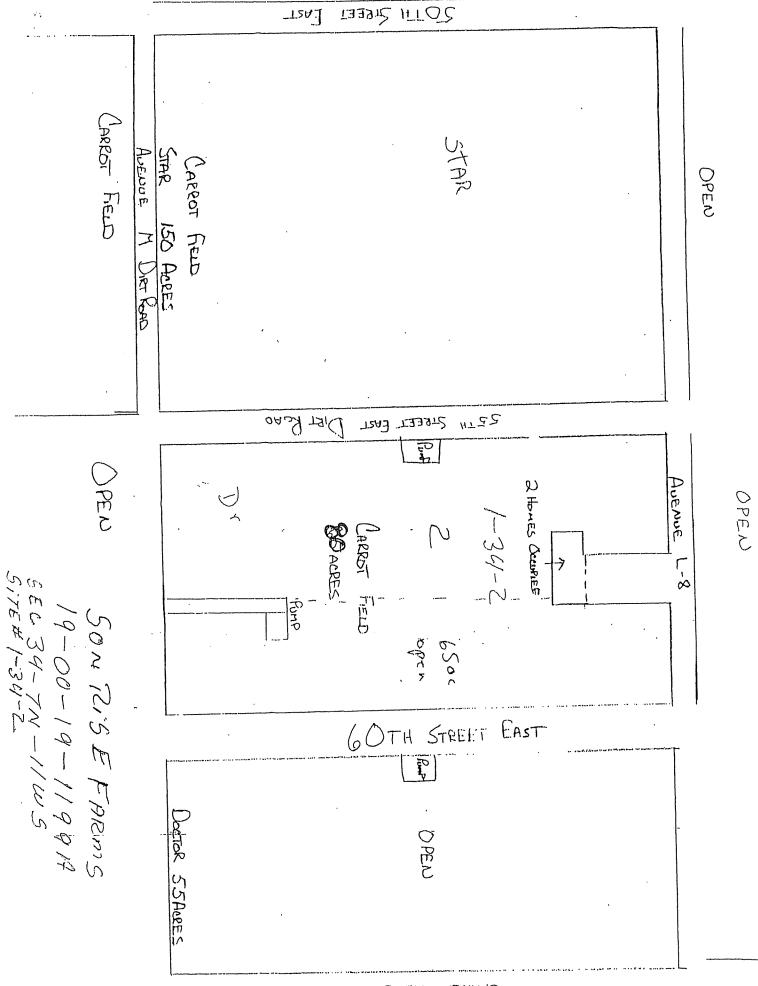
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SONRISE FARMS. 19-00-19-11992 SEC 32-6N-9WS C:rr # 1-22-2

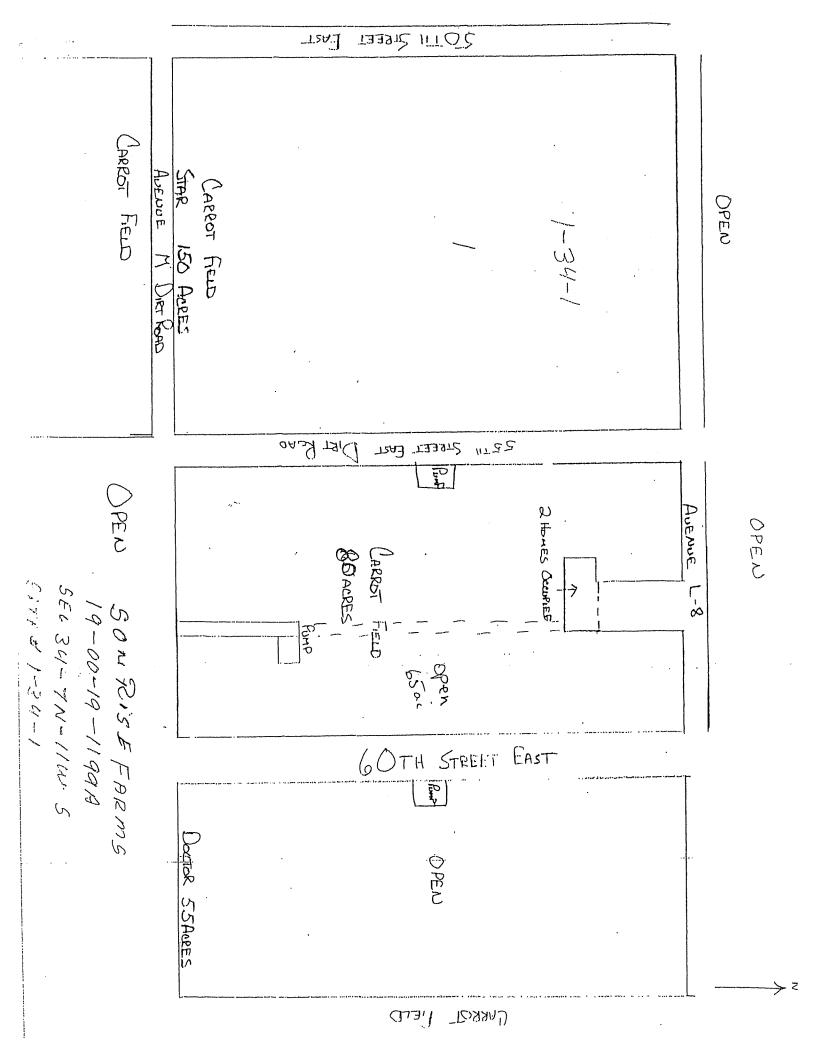
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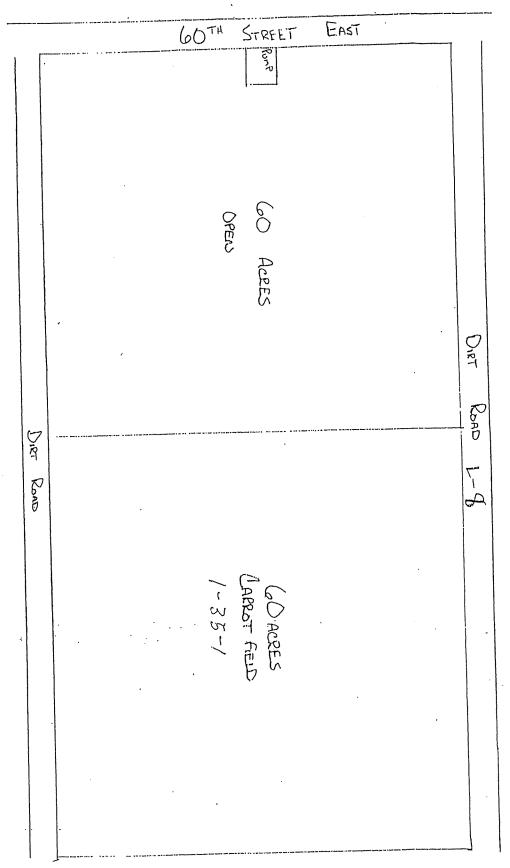






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SONRISE FARMS 19-00-19-1199A 5EC 35-7N-11W 5 517E#1-35-1

DOCTOR EAST

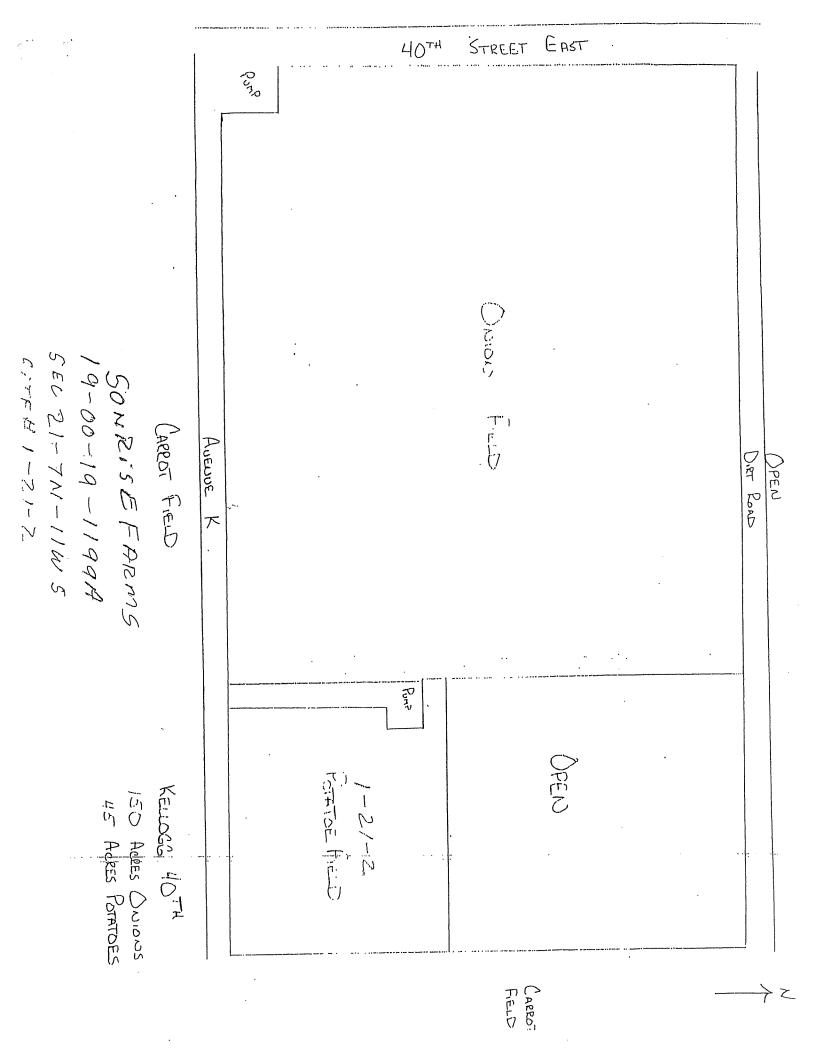
CARROT FIELD

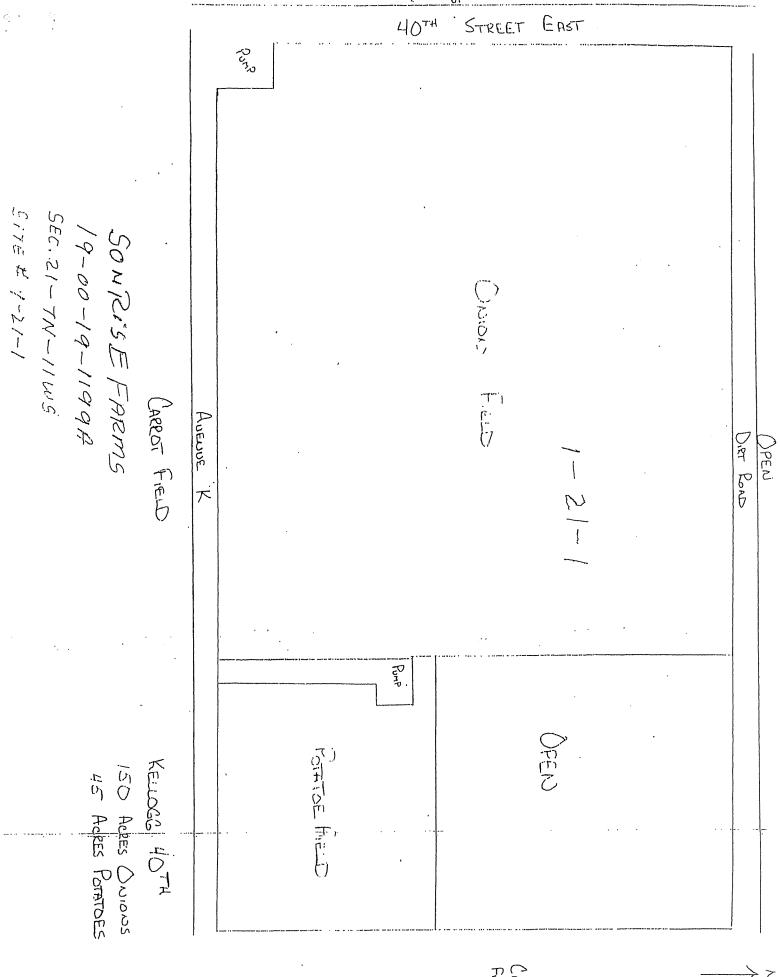
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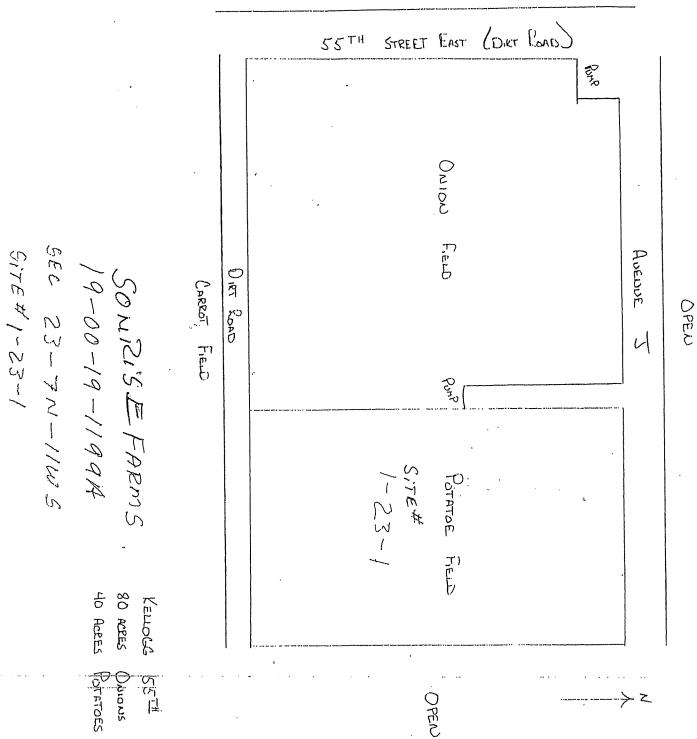
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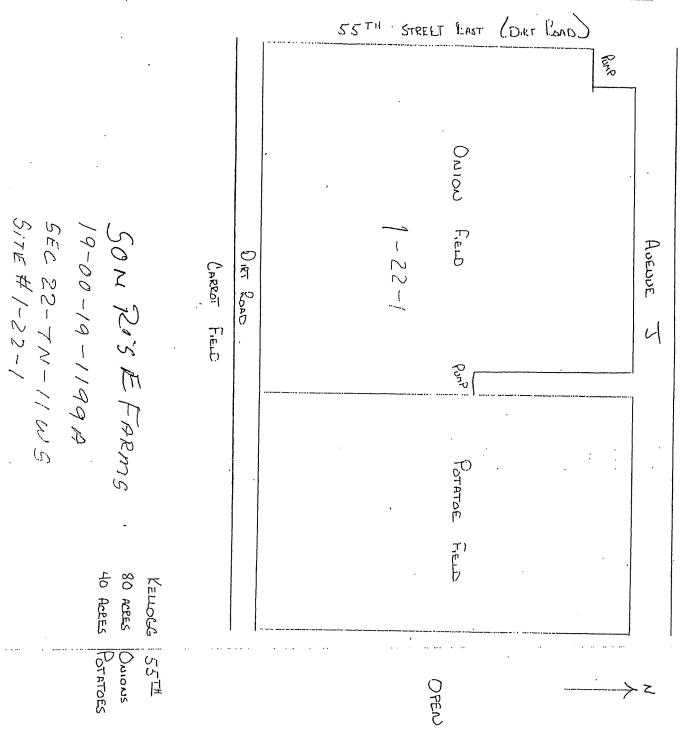




CARROT

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COTTER				20 Acres	ONION FIELD						SIIP	5-11-11-11Wis	00-19-11	SONRISE FARMS	- 28-1 - 28-1		CARROT FIELD
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LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES 12300 LOWER AZUSA ROAD

ARĈADIA, CA 91006

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

PERMIT #: 19-01-191199A

County HQ District #: 10

SON RISE FARMS 42016 IVES GROVE LANCASTER, CA 93536

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

MHOU CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Home:

Shop: (805)945-0616

Fax:

Mobile :

20 to			11015118	TANKS TO STATE OF THE STATE OF
	Permit Type	Possession	NOI Method of	Submission
a A Cert	Seasonal X '	Poss & Use X Poss Only	Phone X	Fax X Modem
Non-Ag		MOI required	In Person { 24 hours prior to	application

Numb Pesticide	Pest(s)	Form.	Meth	nod(s)	Appli	cator(s)
6160° METAM SODIUM 6260 ZINC PHOSPHIDE 5360 2,4-D	INSECTS INSECTS INSECTS INSECTS INSECTS RODENTS RODENTS SOIL PEST RODENTS WEEDS CONTINUED	Bait Liquid Bait Liquid	Ground Air Air Air	Ground Ground	PCO Grower PCO PCO Grower Grower Grower PCO	Employee

Conditions: PA-19-012(03)

Î 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-EMF-125 (Rev. 07/92) Pesticide Enforcement Branch]

permit Applicant:

Title:

Sign:

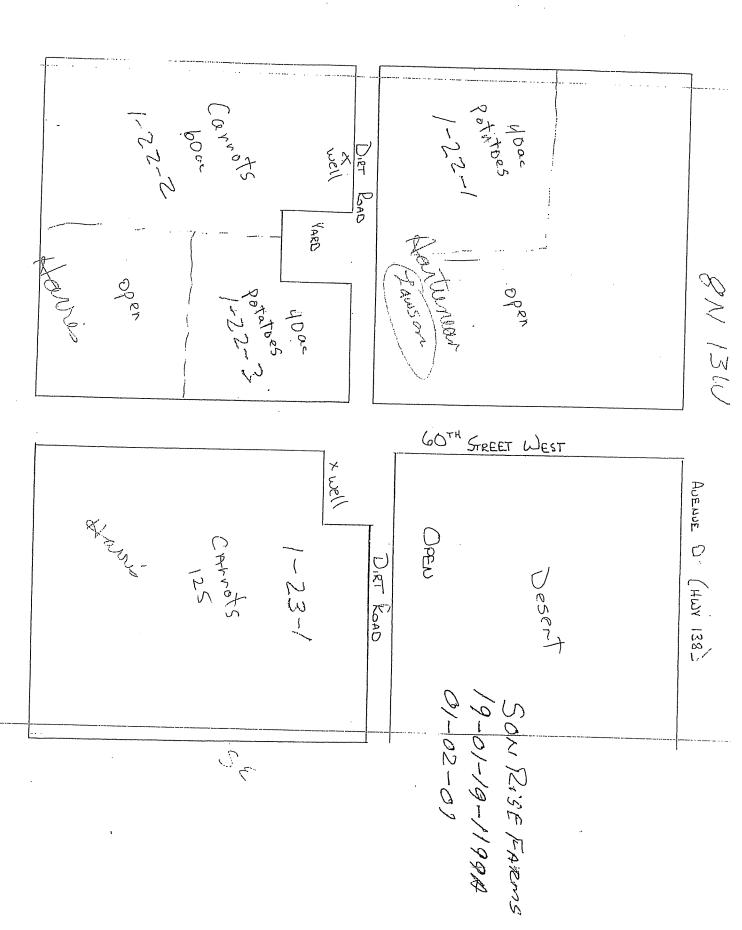
Issue Date: /-/0-0/

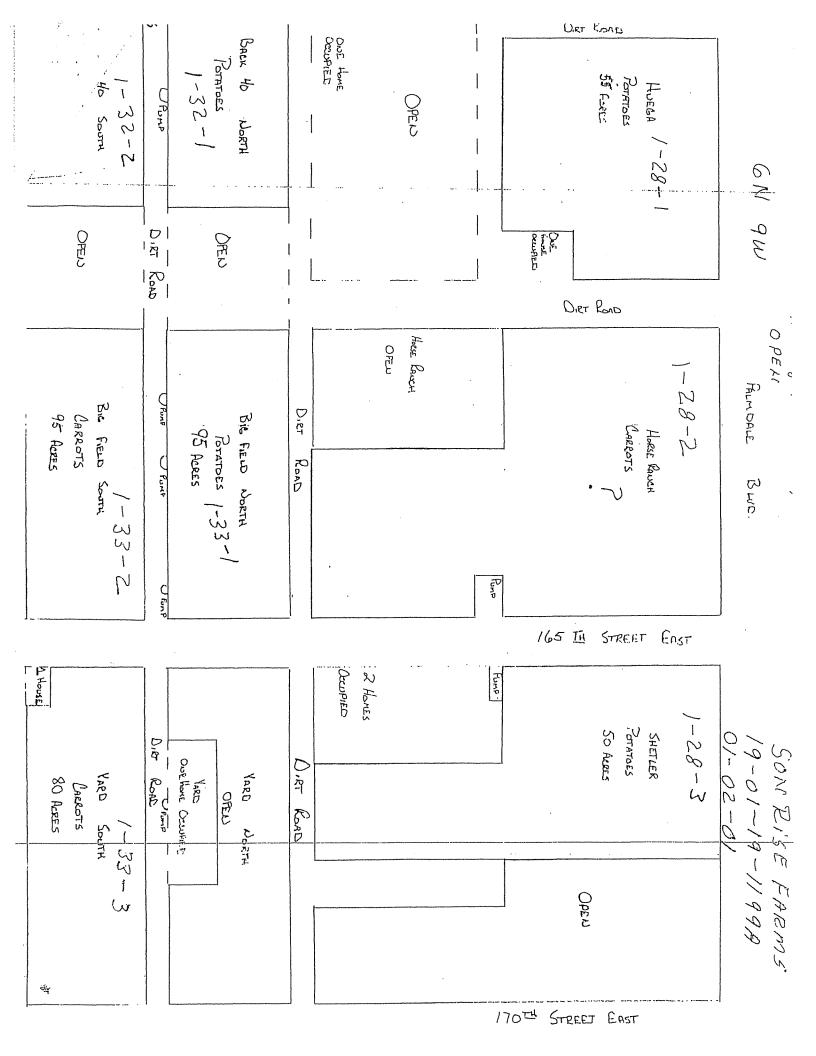
Issuing Officer:

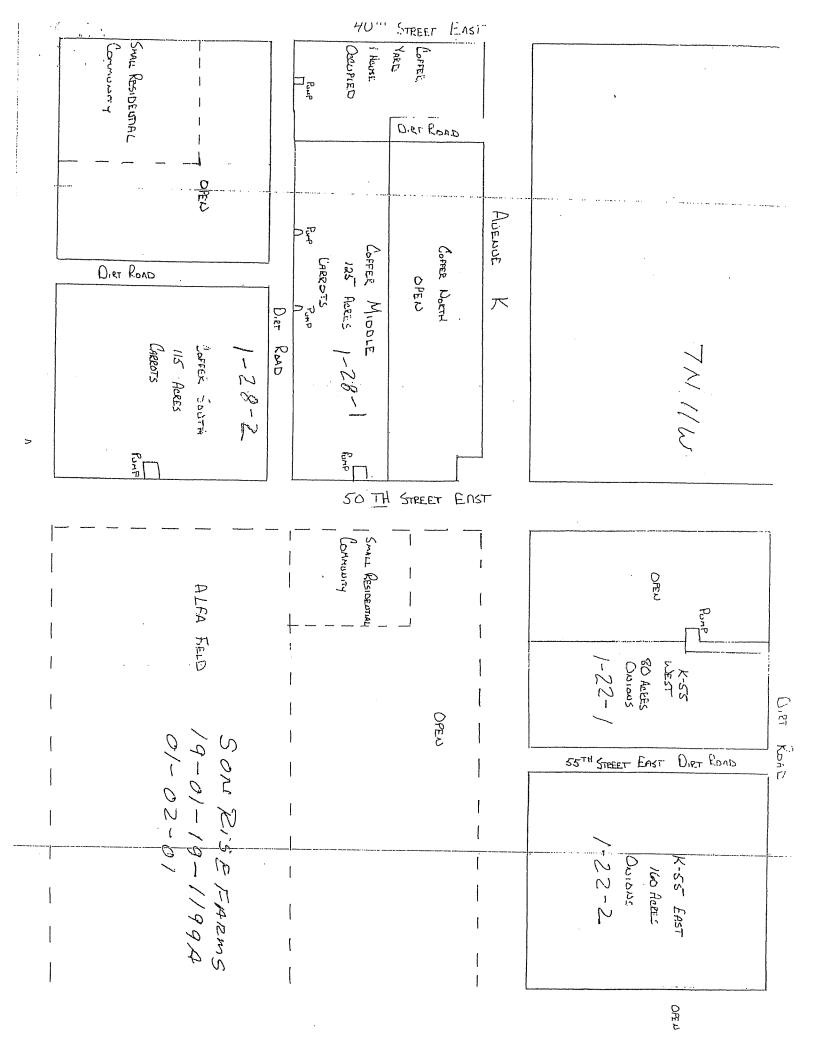
Issue Date:

SON RISE FARMS Permit #: 19-01-191199A Pesticides continued: APPlicator(s) 16011 FARAQUAT WEEDS તું. guri d Air Ground PCO 19102 VYDATE HEMATODES Grower Lìquid Ground Grower 20080 PERMETHRIN INSECTS All Reg Air 21710 CYPERMETHRIN PCO INSECTS Liquid Air PCD 22941 ASANA -INSECTS Liquid Air 23260 MCPA Ground FCO Growel WEEDS Liquid 99999 NON-PERMIT AG P Air Ground PCO Grower 19102

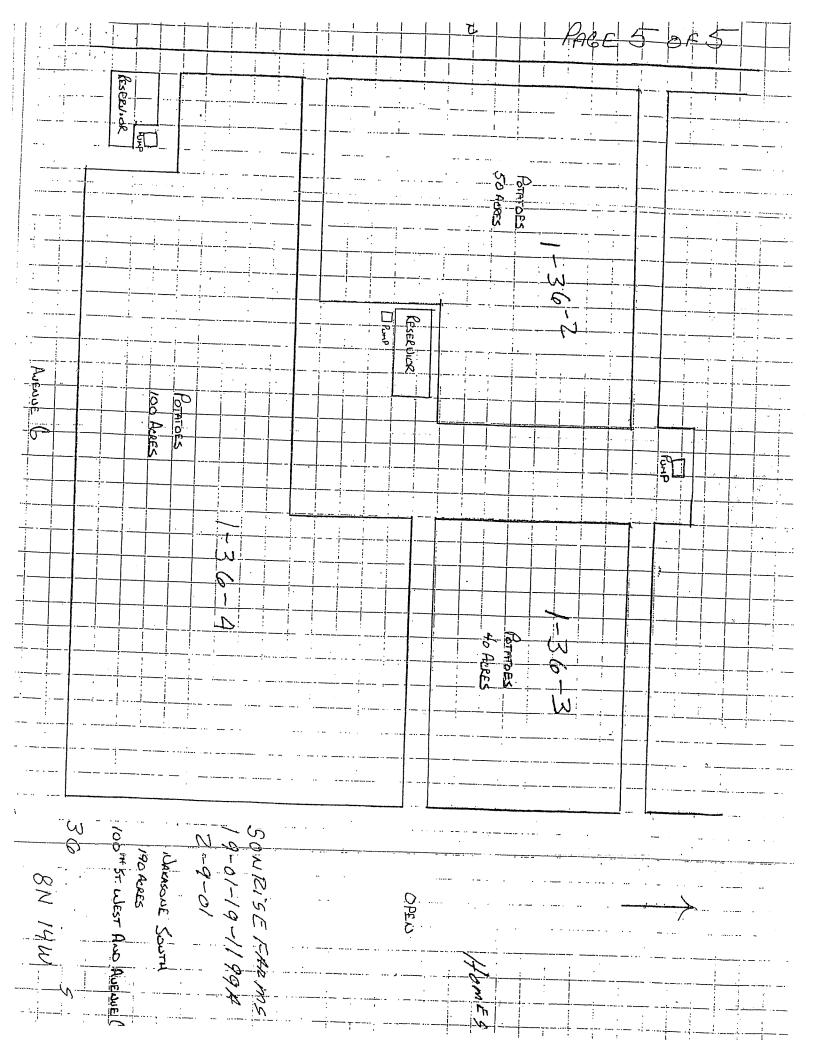
Employees handle pesticides (Y or N) |Y|



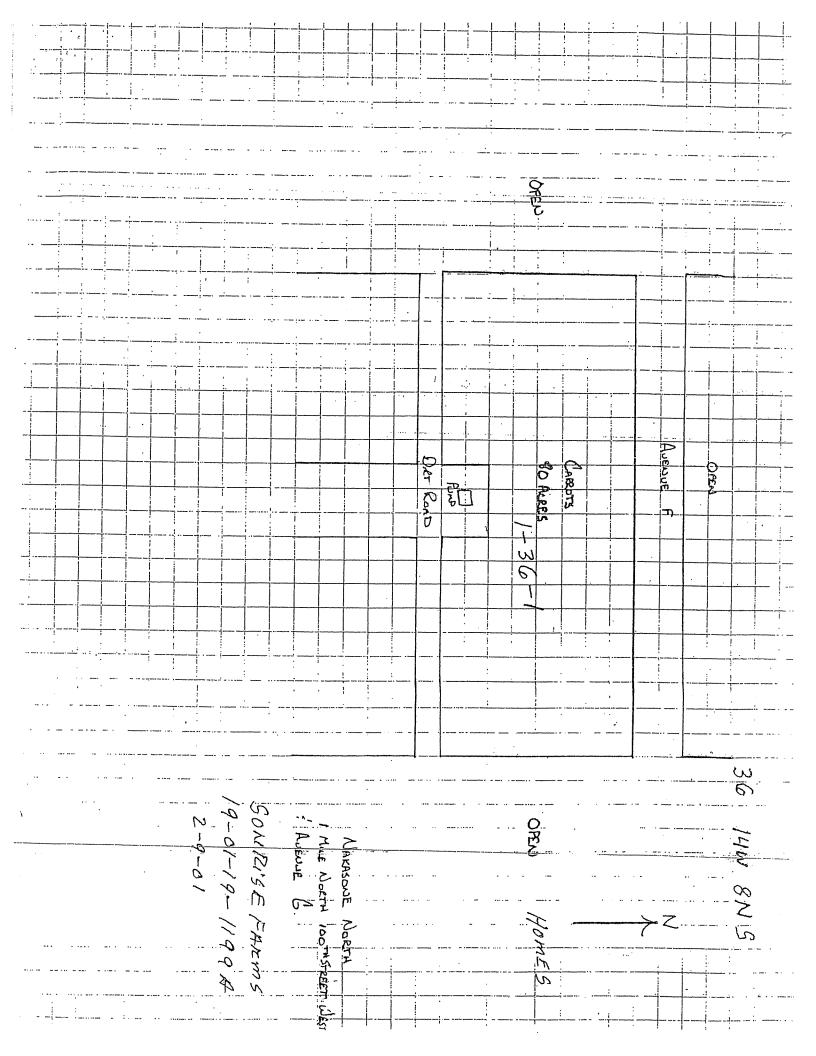


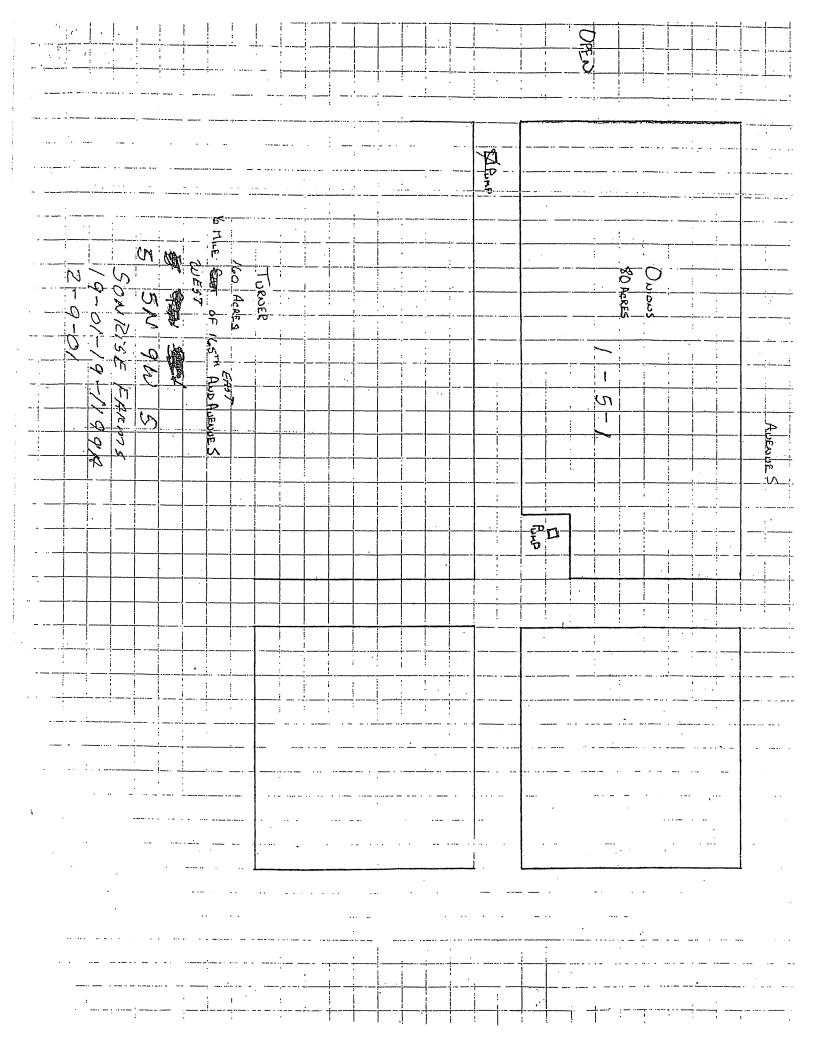


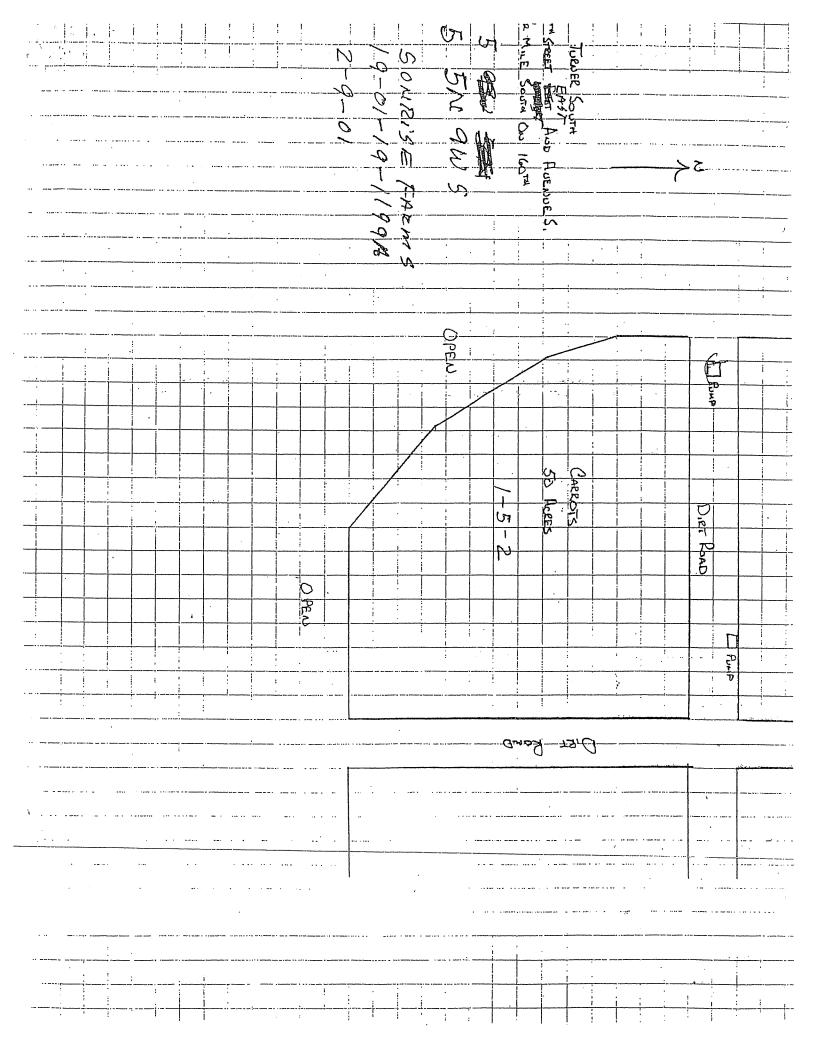
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e# Location/Site Narrative Crop Chemical Code	Dist	Sect Town Range Meridian Quant Unit Condition
-28-1	1	28 GN 9W 5
POTATOES (code	14013.	-0 55A
6160, 1050, 3830, 5540		HWEGA 28 GN 9W 5
-28-2		•
CARROTS Cod	E: 291.	111-0) ? 120AG
6/60, 1030, 5340,		HORGERANCH 1 28 GN 9W S
1-28-3		
POTATOES		50A
1-32-1		32 GN 9W 5
POTATOES		40A
1-32-Z		32 GM 9W 5
CARROTS		40 A
C/HC/C/C		
BACK 40 GOUTh		32 CON 9W S
1-33-1 POTATOES		33 GN 4W 2 93A
·		
Big field NORTh		

Crop	nical Code	Dist Sect Town Range Meridian Quant Unit Condition
1-33-2		1 33 GM 9W 5
	CARROTS	95 A
<u> </u>	ed south	33 GN 9W S
	CARROTS	80A
	South	34 GN 9W S
1-34-3	Potatoes	
DESERT	NORTH	
1-34-4	CARROTS	34 GN 9W 5 75A
DESERT	South	7 a (-N/ 911) S
1-34-1	CARROTS	34 GN 9W S G5-A
BROWN	A STATE OF THE PARTY OF THE PAR	34 GN 9W S
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Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
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	ONIONS	75 A
	STAR SOUTH	
1-34	-2	34 TN 11W 5
	CARROTS	Co5 A
D	OCTOR	
1-35		35 TN 11W S
	CARROTS	? 120
DO	CFOR EAST	_
-22		22 TM 11W 5
	ONIONIS	SOA
K-3	55WEST	22 FAI 11W S
1-22	•	22 FM 1/10 3
	ONIONS	160A
Commence of the Commence of th	55~EAST	28 7N 11W S
1-28	?-/	28 /14 /100
	CARROTS	12 <i>5A</i>
0	ffer middle	•

Firm: Som Employees han	Rise Farms dle pesticides (Y or N)	ID/	permit #	‡: <u>/9-</u> c	01-19-	11992
•	Location/Site Narrative Crop Chemical Code	Dist	Sect Qu	Town	_	Meridian Condition
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	CARROTS			1/3	5 A	./
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1-22-	-/		ZZ	811	13W	S
	POTATOES			4/	OA	e e e e e e e e e e e e e e e e e e e
14-58						
1-22-2		. 2	2	8N	13W	5
	CARROTS			60	A	
K-55						•
1-22-3		22	· ~ ,	811	13W	S
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Havi						
1-23-1	·	23		8M	13 W	S
	CARROTS			125	A	
Harris			·		• .	

Firm: <u>So</u> Employees	handle pesticides (Y or N))/permit i	#: <u>/9-0</u>	1-19-	11
Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Qu	Town nant Ur		Ierio ditio
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	LRN ER South	.	<u> </u>	TAI	IW	e de la companie de l
1 - 1 - 1	POTATOES		<i>7</i> .	80 A		
A (IOLE RANCH				na ang ang ang ang ang ang ang ang ang a	
1-36-	- /	-	30	, 8N	14W	<u>c</u>
	CARROTS		' ',	801	7	
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1-36-	Z		36	8N	14W	
	POTATOES			50 F	9	
	AKASONE South					micros love
1-36			36	O	14W	,
	POTATOES	,		404	•	
*** 1-	ASONE SOUTH			•		

Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect Qua			Meridian ondition
-36-	- 4	/	36	8N1	14W	5 .
	POTATOES		/	100 A		
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LOS ANGELES COUNTY AG. COMM. /WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD ARCADIA, CA 91006-5872 Office: (626)575-5466 Recorder (NOI) (626)575-5466 FAX: (626)443-6652 RESTRICTED MATERIALS PERMIT PERMIT #: 19-02-191199/ County HQ District #: 10 SON RISE FARMS Expiration Date: 12/31/2002 42016 IVES GROVE Effective Date : 01/01/2008 LANCASTER, CA 93536 JOHN CALANDRI Home: 43933 RYCKEBOSH LANE Shop: (661)945-0616 LANCASTER, CA 93535 Fax: Mobile : · 我我们为我们的心理还可以在他们就是我们还有我们的自己的我们的我们的我们的我们的我们的我们的我们的我们的,我们会没有什么。 Permittee Type Permit Type Possession NOI Melthod of Submission بلسر عبيد ينتهد مصر يتجام فيند بمندر بمندر مندو عبدو فينج أدسون Seasonal |X| Private App (X) Poss & Use |X| Phone: - ! X ! Q A Cert Poss Only Box Modem Ag PCO In Person Non-Ag NOT required 24 hours prior to applicatio Pesticide Pest(s) Form. Method(s) Applicator(s) 1050 CARBARYL INSECTS INSECTS Wettable Ground PCO 1980 DIAZINON, Granules Ground Grower Employee 2302 DISYSTON INSECTS Liquid Air Ground PCO 3830 METHOMYL Wettable Air. INSECTS Ground PCO 3940 METHYL PARATHIO INSECTS Liquid Atr PCO. 4840 ALUMINUM PHOSPH RODENTS Fumigant Other Grower 5040 STRYCHNINE RODENTS Bait Other Grower 6160 METAM SODIUM SOIL PEST Liquita Other Grower 6260 ZINC PHOSPHIDE RODENTS Balt Other Grower 6360 2,4-D WEEDS Liquid Air Ground PCO Grower ***** PESTICIDES CONTINUED ON NEXT PAGE **** Non-Ag Use: Conditions: PA-19-012 (03) 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 Tabeling 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 use in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch? Permit Applicant: Sign Title: <u>Owner</u>
Issuing Officer: 7 Issue Date!

Issue Date:

RESTRICTED MATERIALS PERMIT cont.
SON RISE FARMS
Pesticides continued:

Permit #: 19-02-191199A

Numb	Pesticide	Pest(s)	Form.	Meth	od(s)	Appli	cator(s)
19102 VYE 20080 PES 21710 CYS 22941 ASA 23260 MCS	WELHEIN WELHEIN WALE	INSECTS INSECTS	Liquid Liquid ATT Reg Liquid Liquid	Ground Air Air Air	Ground Ground Ground	PCO Grower PCO PCO PCO PCO	Grower Grower Grower
Employees	handle pest	icides (Y or	M) IXI				
Contact F PACIFIC F	eople: Kroks	Phone OCEAN 6	IDE	RCO []	1.	PCD	1 1
Site #	Location/Site	A 19		Dist		n Range	e Meridia
1-14-1	AVOLE RANCH			10/	1 , 0.7	N 11W	S
	POTATO 1050, 8830,	(Code: 5540, 6160	14013-0)		80.00)»A	
1-22-1	K-56 WEST			10	22 07	N 11W	S
	ONION DRY E	TC (Gode: 3830, 6160			80.00) · A	
	K-55 WEST			10	22 0	7N 11W	\$
	ВОТАТО 1050, 3880,				40.00) A	
	W-65 WEST			10	22 0	7N: 11W	8
	UNCULTIVATE) AG (Code:	66000-0))	5.00	A C	
1-22-2	K-55 EAST	and and their first and their first first first first		1.0	22 0	7N 11W	5
	ONION DRY E 1050, 1980,		14011- 0),.	160.0) A	
	K-55 EAST			1.0	22 0	7N 11W	S
	CARROT 1050, 5540,	(Code: 6160	29111- 0)	60.0	, A C	· .
	K-55 EAST	and their and west and past that after May they are	THE PERSONNEL WITH THE PERSONNEL PRINTERS.	10	2.2 0	7N 11W	8
	UNCULTIVATE	D AG (Code:	66000- 0) ·	5.0	O A	

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. CO. #	Location/Site Narr	ative	man spine soul ware was pure year own	نا.	11 ST	Sect	uant	own Ur	11 t	ange Con	Meridia dition
22-3	K-55 EAST				10	22		08N		13W	S
	POTATO (1050, 3830, 5540,		14013-	0.)	Ý		4.0	.00	A		
23-1	K-55 EAST		and any bear and any sets and any	.: ,	10	23		08N		1 3W	8
	CARROT 1050, 5540, 6160	Code:	29111-	0)			125	. 00	A		
-28-1	HEUGA				10	28		0.6N		0.8M	\$
4. 1	CARROTS POTATO 1050, 3830, 5540,	6160		Q)			5.5	.00	A		
	COFFER MIDDLE	me an me in me	ares familia entre mente funcia, unifa, familia, segu	a maria ania ani	1:0	28	- 140-446 663 8	06N		0.9W	\$
	CARROT (1959, 5540, 6160	Code:	29111-	0)			125	.00	Α.		ϕ
					10	28	.,,	06N	• .	0.9W	s
,	UNCULTIVATED AG (Code:				na-pira,ikao mfa inna iya		.00	A		
28-2	HORSE RAMAN	mak mad bake yen, gam jam	was also hade done many field balk. At		10			0.614	-	OÓW	. 8
	CARROT (1050, 5540, 6160	Code:	29111-	<u>@</u>)		La j	120	.00	. A		
					10	28		0.6N		:09W	S
:	UNCULTIVATED AG (Code:	66000-	0)		¥* .	. 5	.00	Α		
28-3	Sherler	Arter and and being deal and	day for and the mark take and ta		10	28		06N		OSW	S
:	POTATO CARROTS (1050, 3830, 5540,		14013-	0,)	en ver ble ser ver	/	50	700 00	Á	, Par that park have	
•				•	1.0	28		0.6N		0.9M	S
	UNCULTIVATED AG (Gode:	66000-	0)	nton žigua (1840) polipe (1944) t	سر محمد کمبری رموند "وسان شاند	5	.00	Α	nar anda Britz mith Selat	
32-1	BACK GO NORTH				10	3.2	u ia mu-alii.	06N	•	OSM	S
	POTATO (1050, 3830, 5540,		14013-	0)	. •	,	40	00.	A:	,	

SON RISE	ED MATERIALS PERMIT cont			F	ermit ∗	: 19-02	Page 4
Site #	Location/Site Narrative Crop		ee===== Dist	sect Sect	Town	Range	Meridiar
1-32-1	the second secon	dat tagan dada janut kanu daran dada sakar saku daga A	10	- 32·	, man man this man'med sean 'con' :	Weo	
one and any against sing any	UNCULTIVATED AG (Code: 99999	66000- 0)	∮ . 	m man	A	
1-32-2	BACK 40 SOUTH	ne man help come forly non-copy, and come place in	10	32	06N	09W	WC'
	CARROT (Code: 1050, 5540, 6160				4000	Α	
	BACK 40 SOUTH	re recent speed a seen salage recent paper seems black days had	10	32	06N	0.9W	
and the second from the second	UNCULTIVATED AG (Code:	66000-0)			5.00	A	
1-33-1	BIG FIELD NORTH		1:0	33	06N	OSW	
	POTATO (Code: 1050, 3830, 5540, 5160				95.00	Α	
	BIG FIELD NORTH	And the second second second second second second second	10	33	06N	09W	S.
The way have the manifestation the way	UNCULTIVATED AG (Gode:	66000- 0)			5.00	A	
1-33-2	BIG FIELD SOUTH	علمه ليسه هناي ويعد لغلك للمد ناميه نأسم للألك تكسد	10	38	0.6 N	weo.	S
	1050, 5540, 6160	29111- 0)			95.00	A .	
:	BIG FIELD SOUTH	alan manu anda sama dina sama diak tahih manin sama'	10	33	06N:	09W	\$
معين معهد ويق عيس نداد معيد دارد عدد مس	UNCULTIVATED AG (Code: 99999	68000-0)			5.00	A	
1-33-3	YARD SOUTH MORTH	ر يتونو زيتينس سهو عبيد إيساق مسك الميد المدو مجد	10	33	06N	09W	S
:	CARROT (Code: 1050, 5540, 6160	29111-0)	v. *		80.00	A	· "
	YARD SOUTH	والمرو وهوم مناوه وجود ومنوه وجود ومناه الأخوا	1.0		06N	. 0/9W	s
	UNCULTIVATED AG (Code:	66000 0)		, .	5.00	A	
-34-1	STAR SOUTH CARROTS	ar Berja yanga sadar salam yang dalam samar sadar gang sa	10%	34	OSN.	,0,9,W	8
	ONION DRY ETC (Code: 1050, 1980, 3830, 6160	14011- 0)			7N 75.00	1 <i>960</i> A	
			* •	****			

1-34-2 STAR NORTH

34. 06N 75.00.4 0960 5

SON RIS	E FARMS	with the the goal peri was long from past tage.	es boo ou see see see see	Re	mtt #:	19-02-	-191199A
Site #	Location/Site Narrative	and the read this creat also long the way give a	Dist	Sect Sect Qu	Town	Range	Meridian Motion
1-34-1	BROWN ONTOALS		10	34	06N	Weo	m my sum and and surface and and
	CARROT (Code: 1050, 5540, 6160	29111- 0).		35.00	A	
	BROWN	See wan from more come parts, young mest figure tome in	10	3.4	06N	0.9W	<u> </u>
	UNCULTIVATED AG (Code:	66000- D)	Table prince State .	5.00	A.	
1-34-2	BROWN CARROTS	ي ومارد دورو مورو مينود مينود ميرود ميد ماهد المعد المعد	10	34	06N		S
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	DOCTION	مين المينان المينان والمواجعة المينان المينان المينان المينان المينان المينان المينان المينان المينان المينان المينان المينان المينا	10	34	06N	0.9W	ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب ب
	1000, 5540, 6160	29,11 (- 0)		Ć	5.00	Varian	
	BROWN	الم المادر المقاولية المادر	10	3.4	96N	09W	8
and one can you can their star was	UNCULTIVATED AG (Code: 99999	66000-0)			5.00 /	\$	
1-34-3	DESERT NORTH	ينظر شنيز شودو هدد شديد شمود يسحدونها كالتو حوية	10	84	06N	OSM	
; · · · :	POTATO (Code: 1050, 3830, 5540, 6160	14013- 0)		7	5,00 /	4	
	DESERT NORTH	المناور والمراود والم	1.0	34	0.6 N	0.9.W	. S
tra tank atau ayaa kan jasa saya' sala.	UNCULTIVATED AG (Code:	66000-0)			5.00 A	1	
1-34-4	DESERT SOUTH	a mana manakapana naman manakanan je beni aman mana, mana	10	34	06N	09W	. 8
	Open manuscript of the contract of the contrac	29111- 0)			5.00 A	V	
	DESERT SOUTH	the state and additional same about their same time.	10	34	06N	09W:	8
water was year age; was very sale as	UNCULTIVATED AG (Code:	66000-0)			5.00 A		
-35-1	DOGTOR EAST	and the things and the same and the same and	10	35	07N	1 1 W	\$ ·
; ; ;	CARROT (Code: 1050, 5540, 6160	29111- 0)			0.00 A		**

ite #	Location/Site Nar Crop	rative		D	ist		Jown uant Ur				ian
-35-1	DOCTOR EAST	the state and the same terms, mad speed a	The Trans Steen Share Sales (ages (ag		10	.85	07N	1	1 W	S	سرسر
	UNCLLTIVATED AG	(Code:	66000-	0)		%	500	Α.			
-36-1	NAKASONE NORTH	, amin data sure perce terre fire par-	charles with one love and but a		10	36	И80	1,	4.W.	S	
	CARROT 1:050, 5540, 6180	(Code:	29111-	O)			BO.001	A			
-36-2	NAKASONE SOUTH				10	36	08N	1	4W	'S'	
	CARROTS POTATO 1050, 3830, 5540	(Code:	14013-	0.)			50.00	A			
-36-3	NAKASONE SOUTH				10	36	OSN	1	4W	S	
	CARRONE 5001.6 POTATO -1050, 3830, 554	(Code: 0, 6160		Ø)		•	40.00	· A			
-36-4	NAKASONE SOUTH	an you by seeps from fight a said seems from	Apple, seed, sheet print a seed of the		10	36	, QBM	1	4W	S	
	Cherots Potato 1050, 3830, 554		14013-	O)			100.00	A			
-5-1	TURNER	are found, graph is the graph, which which which			10	5	OEN	Ċ) 9W	S	
· · · · · · · · · · · · · · · · · · ·	CARROTS ONTON DRY ETC' 1050, 1980, 383		14011	Q)			80.00	A			
-5-2	TURNER SOUTH	The same and the same and same that and	A 2007 See 1007 3 See 1007 2 See 1007		10	5 .	05)	j (. WEE	, S	Α
	CARROT 1050, 5540, 616		29411-	0).	• •		50.00	Α			
-5-3	La Carlo Car	ngga vetab bing drum shret about must be	a yang man angu kana hang mali sing		10	5	0.51		We C	S	
• • • • • • • • • • • • • • • • • • •	CARROTS PUTATO 1050, 3830, 554		14013-	- O)		. ,	80.00	A	ſì.	. '	
AM FAN	MILIAR WITH THE RE	QUIREMEN	NTS OF	/	Tol .	2.0	IGNATURI	المحالا		/-c) <u>)</u>

Restricted Materials Permit /LD. Number

Firm: 5	OH RISE FARMS shandle pesticides (Y or N)	ID	/permit	#:19	02-	1/99	1
Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect Q	Tow uant	n Range Unit (Merid Condition	
11-28	2-2	1	28	7N	11w	5	•
<u></u>	CARROTS NORTH OFFR SOUTH			11.	5 A	٠	4
11-2	2-/	¹⁹ (14 년 - 14 년 년 년 년 년 년 년 년 년 년 년 년 년 년 년 년 년 년	ZZ	8N	13 W	S	7 300 6.0 6.6~
	POTATOES CARROTS Mugin 6160			200	TO A	e .	
1-22-	.2	2	2	8N	13W	S	
	CARROTS			60	A		
	ARNI'S					•	
1-22-	3	22	,	811	13W	5	******
	POTATOES			40	A		
		•				•	
1-23-	/	23	***************************************	BN	13 W	S	
	CARROTS		•	125%	9.		
21)	ARRIS EAST	•					

UNICULTIVATED AS

PHONE NO. : 661 9481088

Crop Chemical Code Crop Chemical Code	Crop Chemical Code	Site# Tanatian		·				
ONIONS K-40 ONIONS ONIONS CONIONS CONIONS	CONIONS K-40 CONIONS CONION	Crop	•	Dist				
21 7N 11W 5 ONIONS 45A K-45 NORTH -21-3 21 7N 11W 5 ONIONS 43A K-45 South -23-1 23 7N 11W 5 ONIONS 50A J-8+62 -23-2 23 7N 11W 5 ONIONS 80A K-70 22 7N 11W 5	21-2 21 7N 11W 5 ONIONS 45A K-45NORTH 21-3 21 7N 11W 5 ONIONS 45A K-45 SOUTH -23-1 23 7N 11W 5 ONIONS 50A J-8+62 23-2 23 7N 11W 5 ONIONS 80A K-70 22-1 ONIONS 80A	1-21-1			2/	TN	11 w	S
ONIONS K-45 NORTH 21 7N 11W 5 NIONS ONIONS 45A K-45 South -23-1 ONIONS ONIONS 50A J-8+62 23 7N 11W 5 ONIONS SOA N-8+62 23 7N 11W 5 ONIONS SOA 23 7N 11W 5	ONIONS 45 A K-45 NORTH 21-3 21 7N 11W 5 ONIONS 43 A K-45 South -23-1 23 7N 11W 5 ONIONS 50A J-8+62 23 7N 11W 5 ONIONS 80A K-70 22 FN 11W S ONIONS 80A	K-40	ONIONS			160	A	
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K-115 SOW + H -23-1 ONIONS ONIONS 50A J-8+62 23 7N 11W 5 TONIONS ONIONS K-70 22 7N 11W 5	K-45 SOUTH -23-1 ONIONS ONIONS 50A J-8+62 23 7N 11W 5 50A J-8+62 23 7N 11W 5 80A K-70 22 7N 11W 5 ONIONS EMPTHY SOUTH	·2/-3			21	7N	116	1 5
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UN CULTIVATED AS

5A EACH SITE

Aug. 20 2002 08:02AM P3

PHONE NO. : 661 9481088

FROM: LACOAGCOMMMMAGOUTPOST

FROM: LACOAGCOMMWMNOOUTPOST

PHONE NO. : 661 9481088

Nov. 21 2002 10:52PM P1

Restricted Materials Permit /LD. Number

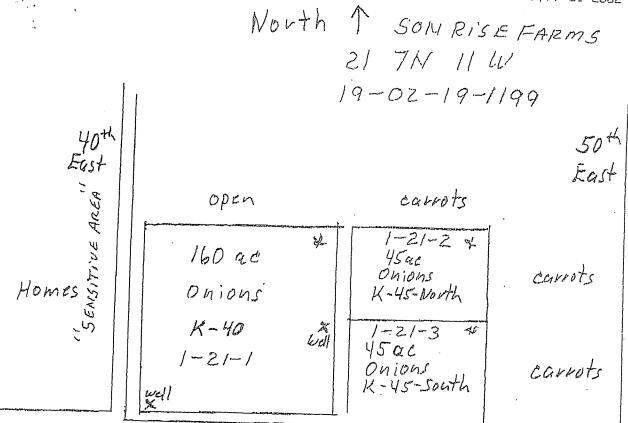
Site #	Location/Site Narrative Crop Chemical Code	•	Dist	•	uant	Unit (Meridian Condition
1-28-1	Coffer South	gy with discussion against the top of the	10	28	TN	11 W	<u>.</u>
<u> </u>	onions			,	115 A	,	\$
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CONTRACTOR OF STATE AND ASSESSED.	er er die de kontrollende de stamme kontrollen en e	1 ¹ , V.	rice and a second describe		······································		resembleres & (SAFFERENCES SEPTEMEN
				•			

FRÖM: LACOAGCOMMUMNOOUTPOST PHONE NO. : 661 9481088 Nov. 21 2002 10:52PM P2 HomEs STREET BASI SMIT KERIDERAN JELY PLEC Nu_D Dier Boar AUENOE COFFER MODELE DIRT ROAD CARROL? ベ D.RT ROAD HUEAVUE 4. 50 TH STREET ENST Sat O Strains Start Os SON RISE FARMS 19-02-19-1199A 01-02-02 0,27 55TH STREET EAST DIRT ROAD 9.HQ

Restricted Materials Permit/LD. Number

Site#	handle pesticides (Y or N) Location/Site Narrative	The state of the s
	Crop Chemical Code	Dist Sect Town Rauge Meridian Quant Unit Condition
1-21-		1 21 7N //W S
K	ONIONS 40	1609
1-21-2		2.1 TN 11W S
	ONIONS	45A
	-45 NORTH	
1-21-3	3	21 TA 11W 5
·	ONIONS	43A
K-0	15 South	
1-23-	/	23 7N /1W 5
	ONTONS	50A
J	8+62	
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Z. Z. == /	OMIONS	22 FN 11W S
		80 A

K-70 J-8+62



open

Ave. K carrots

K-40 K-45 North K-45 South Northt

SONI RISE FARMS 22 Th IIW 19-02-19-1199.

50th East

55 th

open open

Ave, J

open

carrots

XWEII 80 ac. Onions wheat J-55 Xwell

1-22-1

carrots

U-55

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 :

10635

RESELLERS # :

EXP CERT # :

SHIP TO : 0000001 SON RISE FARMS

752 WEST AVE L LANCASTER, CA 93534

TERMS : NET DUE 10 DRESS

BILL DUE # 03/15/04 DELIVERY DATE : 03/05/04

DELIVERY TIME : 0000

***** ***** *** * ****	PRODUCT DESCRIPTION DIESEL FUEL, 3, NA1993, PGII 7	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
	B/L 9136000 FREIGHT	, 500. 00	7,400.00	1.149(202)	8, 500, se
CA SPIL	L FUND EXMPT TOYOR E LO GOLTON	TAX	7,400.00 7,400.00 8,511.41	. 036100 . 001190 . 032500	867.34 6.83 d76.83
			TOTAL INVOICE		9,055

NOTE :

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 ***

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

BILL OF LADING

SHIP TO : 74090/00000001 SON RISE FARMS

.,; CAL-T-129 753

752 WEST AVE L LANCASTER, CA 93534

INVOICE NO : 10635

P O NUMBER : RESELLER #

EXP CERT #

BILL OF LADING 87/3600

DRIVER 1 008-5. Renes TRUCK

96-97 DEL DATE : 03/05/04

DEL TIME # (200 : 00)

DISPATCHER :

PRODUCT RACK DESCRIPTION

GRAVITY

TEMP

UNITS ORDERED

UNITS GROSS

UNIT:

EPA DIESEL FUEL, 3, NA1993, P_36.0 4015 DIESEL FUEL, 3, NA1993, P<u>36.0</u> <u>(10</u> 7,500 CHEVRON/EL SEGUNDOHS DYED DISEL, 3, NA1993, PG III

Z_q=566; 0---AFT BEF AFT

TOTALS

7,7500.0

SPLIT LOAD (Yes) OUR PUMP USED

PYesi

LOADING TIME

DATE 3-5-64 TIME IN \$30 OUT 635 6

SPLIT UNLOAD (Yesi) \$

UNLOADING TIME

DEL DATE 2-5-04 TIME IN 235 OUT /055 SEAS A

EXP DELAY

M

MILEAGE: START 545144 END 548 726 TOTAL 82

COMMENT : LOCATION : 661-945-0616

APPROX TANKS SIZE : ALT RACK : 2809

RETAIN THIS DELIVERY SLIP FOR YOUR RECORDS *** *>>> EMERGENCY SPILLS 1-800-633-825%) < <<*

DRIVER : C

Deliver to 165th Ed R4 Tank # Deliver to 170th Ed Aves Tank#

RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Huega	2000	carrot	55	4.55	250.25
		onion	0	5.22	0
		potato	0	3.35	0
2000 Huega	aTotal				250.25
	2001	carrot	0	4.55	0
		onion	0	5.22	0
		potato	55	3.35	184.25
2001 Huega	a Total		,		184.25
	2002	carrot	55	4.55	250.25
		onions	0	5.22	0
		potato	0	3.35	0
2002 Huega	a Total				250.25
,					
	2003	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
2003 Hueg	a Total				0
	2004	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
2004 Hueg	a Total				0
-					

2000 to 2004

Total Huega Groundwater



684.75

Huega

LEASE

This LEASE, made by and between <u>Jean Huega</u> referred to in this LEASE as "Lessor", and <u>SonRise Farms</u> 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>Twelve (12)</u> consecutive months beginning <u>January 1, 2000</u> and ending <u>December 31, 2000</u>. with two (2) one-year options.

This LEASE shall encompass approximately **FIFTY FIVE (55)** acres the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. Purpose for which Premises are to be Used

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

3. Rental

Lessee agrees to pay by way of rent for the term of this LEASE the sum of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)** 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, an accident or event occurring in or about the premises. The limits of liability under said public liability

insurance shall be no less than one million dollars (\$1,000,000.00) for any one accident, and one hundred thousand dollars (\$100,000.00) for property damage. Lessor shall be named as an additional insured.

5. <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. If utility extensions are required, same shall be at the expense of Lessee.

6. Equipment

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

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

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

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

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

If LEASE is so Terminated:

- (a) Lessee shall have the right to remain on the property long enough to harvest any growing crop, if they so desire.
- (b) Lessee shall be refunded, pro rata, any advance rent based on the monthly use of the premises up to the date Lessee actually leaves the premises.

7A. Wells - Lessee's Option

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

8. <u>Compliance With Law</u>

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

8A. Indemnification

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

9. Mechanics' Liens and Encumbrances

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

10. Right of Entry

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

11. Default of Lessee

If any payments shall be due and unpaid after fifteen (15) days written notice of default, or if any default shall be made in any of the covenants or agreements on the part of Lessee contained in this LEASE, or in the event Lessee is adjudicated as bankrupt or insolvent, or has a receiver appointed to receive the assets of Lessee, or has a Trustee appointed for Lessee after a petition has been filed under the Bankruptcy Act of the United States, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall vacate or abandon the demised premises, then in such event Lessor shall have the right at its election, then or at any time thereafter, to re-enter and take possession of the demised premises and terminate this LEASE, in which event Lessee hereby covenants to peaceable and quietly yield up to Lessor the demised premises. Lessor shall also have the right, with or without resuming possession of the premises or terminating the LEASE, to sue for and recover all rents and other sums, including damage at any time and from time to time accruing hereunder together with such other rights as may be provided Lessor by law. Lessor may further have the right, at its option, without terminating this LEASE, to relet the premises for the remainder of the term to such tenants, and at such rentals as Lessor may agree upon and Lessee agrees to pay such deficiency to Lessor and further agrees to pay to Lessor, when ascertained, all costs and

expenses incurred in such reletting. No re-entry or taking of possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate the LEASE unless a written notice of such intention is given to Lessee or unless the termination be decreed by a court of competent jurisdiction.

12. Surrender of Premises

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

13. Notices

Any notice required or permitted to be given by Lessor to Lessee shall be deemed given 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:

Jean Huega 2521 E. Palmdale Blvd. Palmdale, Ca. 93550

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

SonRise Farms 43933 Ryckebosch Lane Lancaster, CA 93535

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

15. First Right of Refusal

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

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

November 22, 1999

LESSOR:

Jean Heuga

LESSEE:

SonRise Farms

Jean & Heurs 11-29-99

IOHN A CALANDRI

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

ARCADIA, CA 91006

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

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-00-191199A

County HQ District

SON RISE FARMS 42016 IVES GROVE LANCASTER, CA 93536

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

Home:

Shop: (805)945-0616

Fax:

Mobile :

NHOL CALANDRI 43933 RYCKEBOSH LANE LANCASTER, CA 93535

Permittee Type Permit Type Possession NOI Method of Submission Private App |X| Seasonal Poss & Use |X| Phone !X! Q A Cert Job Poss Only Box Modem Ag PCO In Person Non-Aa NOI required 24 hours prior to application Pesticide Pest(s) Form. Method(s) Applicator(s) 1050 CARBARYL INSECTS Wettable Ground PCO 1989 DIAZINON INSECTS Granules Ground Grower Employee

2302 DISYSTON INSECTS Liquid Air Ground PCO 3830 METHOMYL IMSECTS Wettable Air Ground PCO 3940 METHYL PARATHIO INSECTS Liquid Air PCO 4840 ALUMINUM PHOSPH RODENTS Fumigant Other Grower 5540 STRYCHNINE RODENTS Bait Other Grower 6130 METAM SODIUM SOLL PEST l.iauid Other Grower 6260 ZINC PHOSPHIDE RODENTS Bait Other Grower 6360 WEEDS Liquid Air Ground PCO Grower ***** PESTICIDES CONTINUED ON NEXT PAGE *****

Non-Ag Use:

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 be 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 County Department of Agriculture of all areas treated or to be treated, storage facilities for pesticides or emptied containers and equipment used or to be used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Issuing Officer:

SON RISE FARMS Pesticides continued:

Permit #: 19-00-191199A

blounty	Pesticide	Pest(s)	Form.	Meth	od(s)	ilqqA	cator(s)
19102 20080 21710	PARAQUAT VYDATE PERMETHRIN CYPERMETHRIN	WEEDS HEMATODES INSECTS INSECTS	Liquid Liquid All Reg Liquid	Air Ground Air Air	Ground	PCO Grower PCO PCO	Grower
23380	ASANA MCPA NON-PERMIT AG P	IMSECTS WEEDS	Liquid Liquid	Air Air	Ground Ground	PCO PCO	Grower Grower

Emoloyees handle pesticides (Y or N) $\{Y\}$

	s handle pesticides (Y or N)	
Site #	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridian Quant Unit Condition
1-34-1		1 34 TN 11W 5
	CARROT	150A
	Stor	
1-34-7		34 7N 11W 5
	CARROT	SOA
	DR	•
1-28-	•	28 GN 9W 5
	POTATO	145 A
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1-28-	-/	28 GN 9W S
• • • • • • • • • • • • • • • • • • • •	CARROT	55.0
ACCORDING TO	20120p	
1-32	-1	32 GN 9W 5
	CARROT	HOA
C	Jack 40	
1-32-	Z	32 GN 9W S
	ONION	40A
Bo	20c 40	
	- MATER AD	SA. EAGH SITE

	s handle pesticides (Y or N)	
Site#	Location/Site Narrative Crop Chemical Code	Dist Sect Town Range Meridia Quant Unit Condition
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	CARROT	100AC
1-23-7	lono 100 n	
1 23 2		33 GN 9W S
	POTATO	100 A
	Birfwa	· ·
1-27-/		27 GN 9W S
,	CARROT	27 GN 9W S 165A
	When.	••
1-34-1		34 GN 9W S
	ONION	65 A
	Brown	
-34-2	12000	
	CARROTS	34 GN 9W 5
		80A
	Brown	
- 34-3		34 GN 9W 5
	CARROT	75 A
Ma	aax	

	Location/Site Narrative Crop Chemical Code		Dist	Sect Qu:	Town ant U	Range nit C	Meridian Condition
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	CARROT:				145	5 A	
<u>-33-</u>			tale na especial sol the birdhill	33	GN	9W	5
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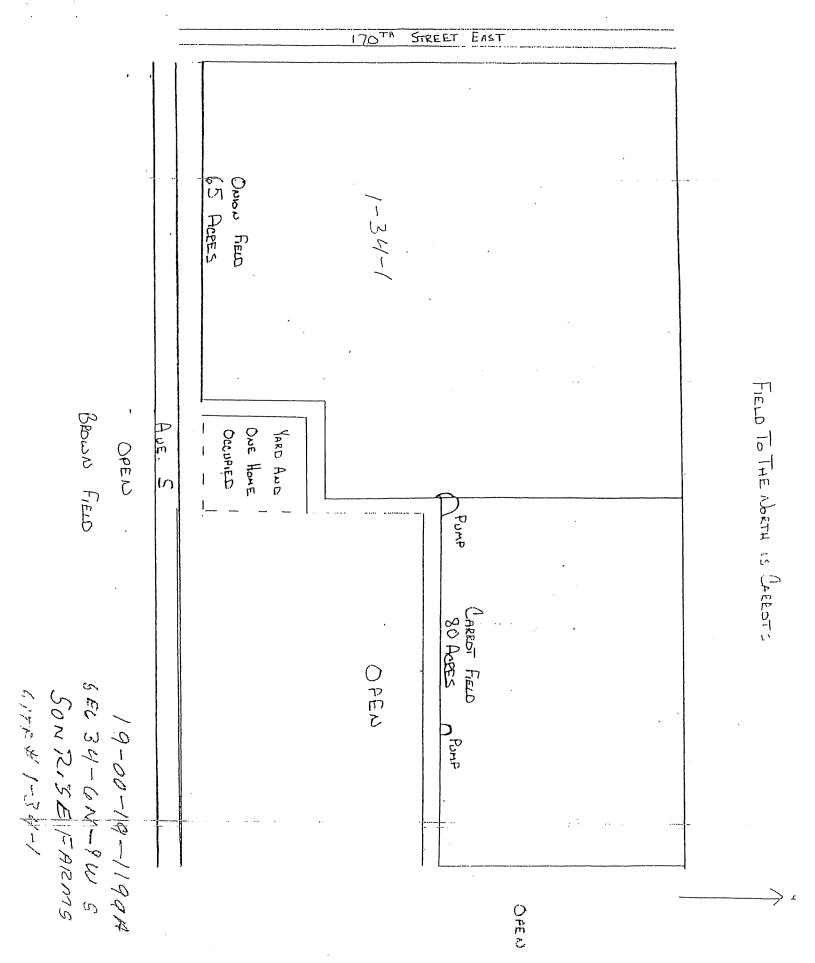
Site#	Location/Site Narrative Crop Chemical Code	Dist	Sect Qu	Town Range Meridi ant Unit Condition
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	CARROTS (code:291	111-0)		135A
coll	esi 6160			
-22-1	•	·	22	TN 11W S
	ONIONS (code: 1	4011-0)		80 A
Lellog	·			r
	980, 3830, 6160, Za	2080, 2,	710	
1-23-1			23	TN 11W S
	POTATO (cod E	: 14013.	-0)	40A
Kell	-09 C0160			-
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1-21-1	1		21	TN 11W 5
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1-21-1	ONION		·	
1-2/-	ONION Llory		·	
1-21-1	ONION Llory			150A
1-21-1	ONION Lloy -2			150A 7N 11W S
1-21-1	ONION Blog -2 POTATO			150A TN 11W S 45A
1-21-1	ONION blog -2 POTATO			150A 7N 11W S 45A
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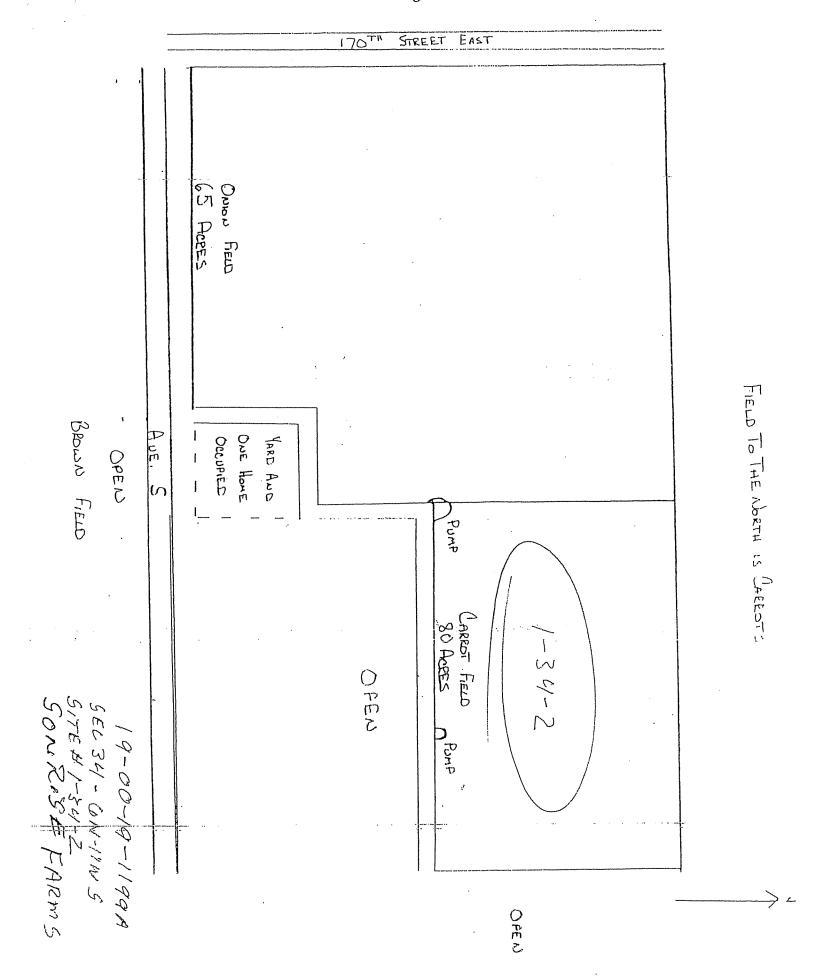
5 7 165TH STREET EAST CAUPIED / TARD - I HOME OCUPIED 10 ' -33-3 SONRISE FARMS SEC 33-6N-9WS ∞ CARROT FIELD 19-00-19-11992 D - L OPEN 口雪 (エスアじょ CAP. DIRT - 1711 YARD NORTH ROAD 170 STREET EAST

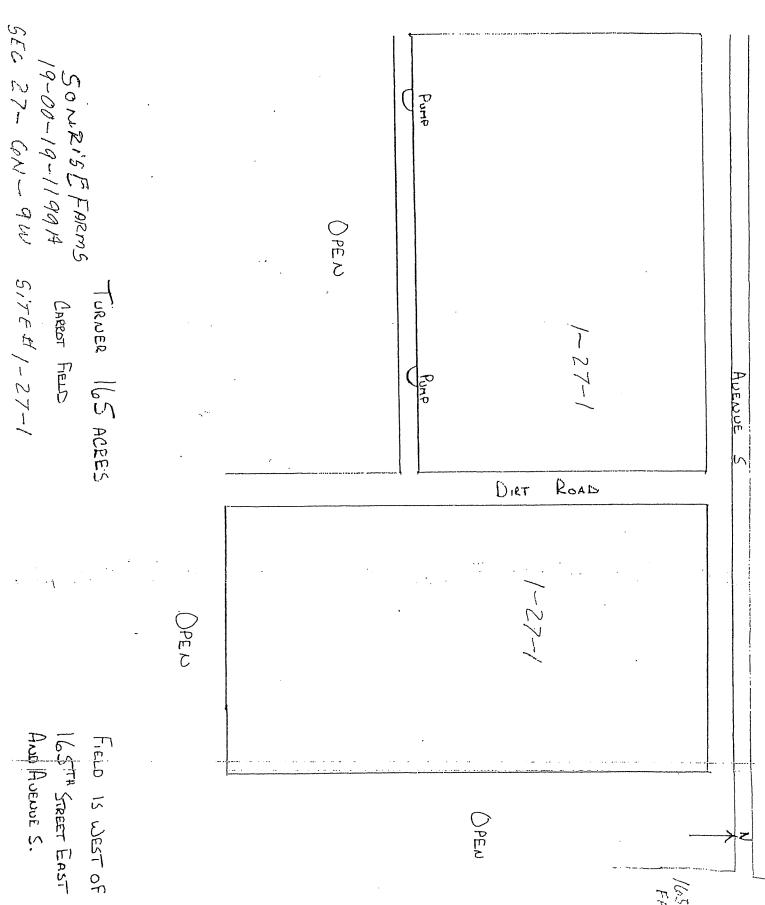
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19-00-19-1199A Ec 24-6N-900 S NR 255 F ARMS) PPE C		> ≿

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1-33-2

CARROT FIELD

ORUM DIRT ROAD

POTETION FIELD

One House

OPEN

SON RISE FARMS 19-00-19-1199A 5EC 33-6N-9W S SITEK 1-27-2

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500 33 - 6N - 9W S

1 HOME OCCUPIED

OBYEL D QHOME! CARROT ONION FIELD to PERES AUENUE R-4 1-32-1 O PUMP FIELD 40 ACRES AVENUE-R-8 1/220

SITE # 1-32-1 SEC 32-6W-9W 19-00-19-11991 50WRISE FARMS

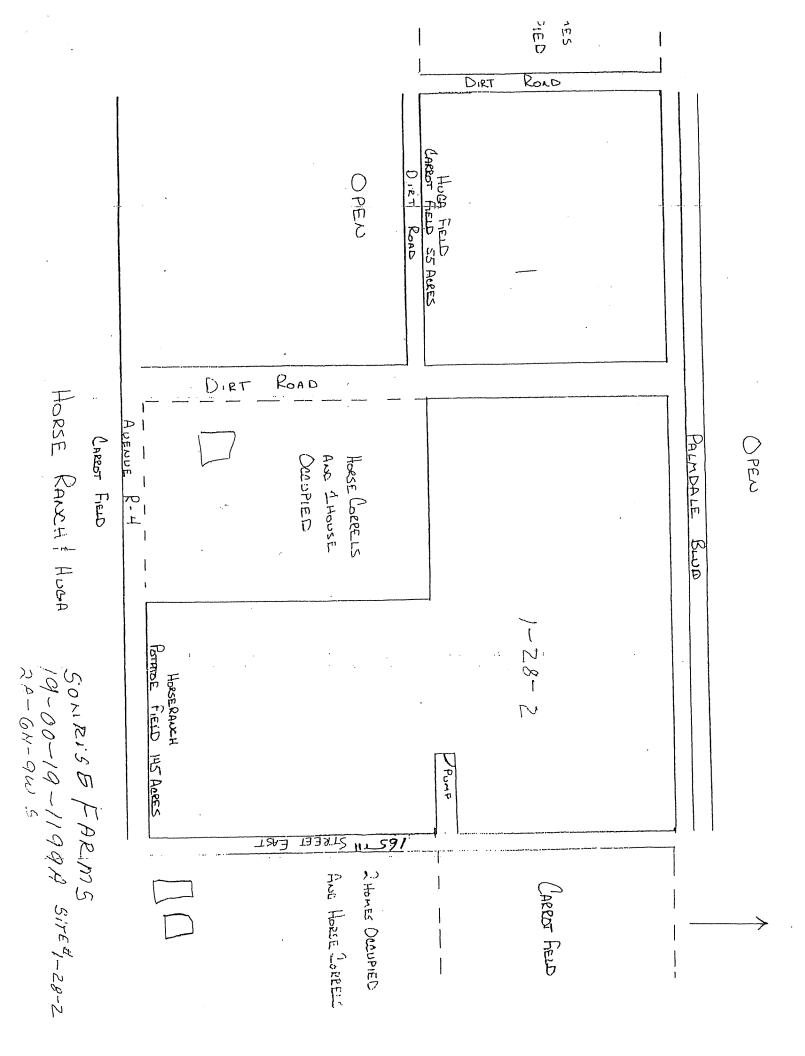
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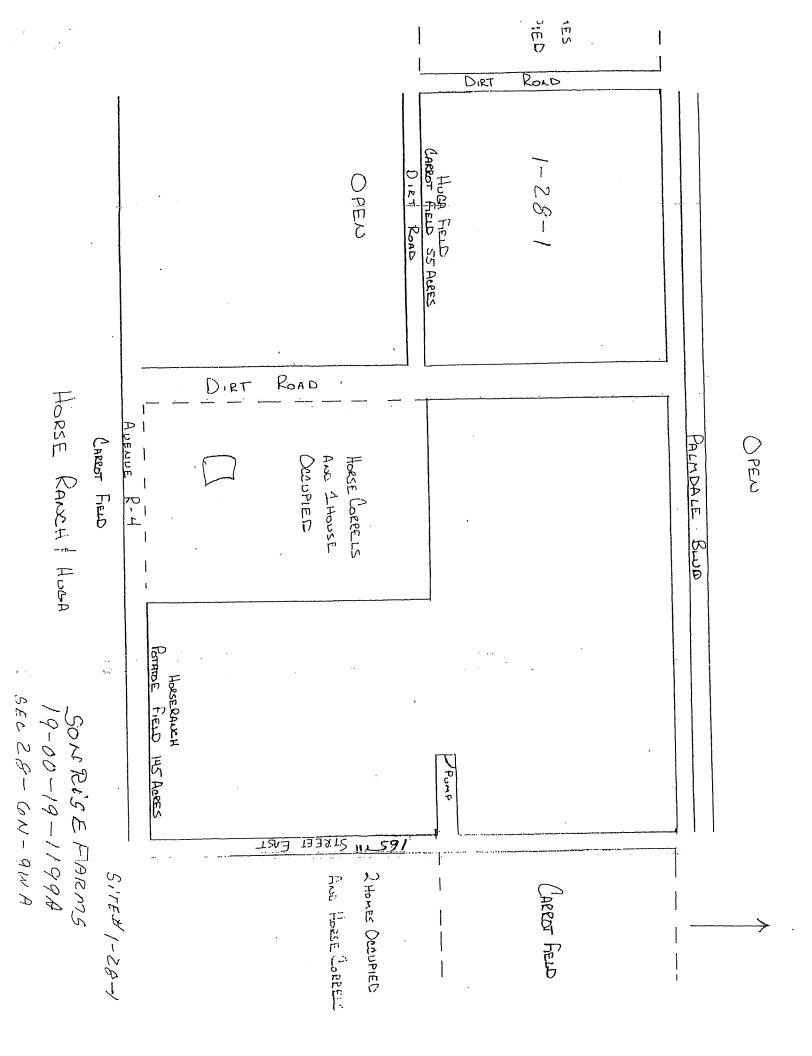
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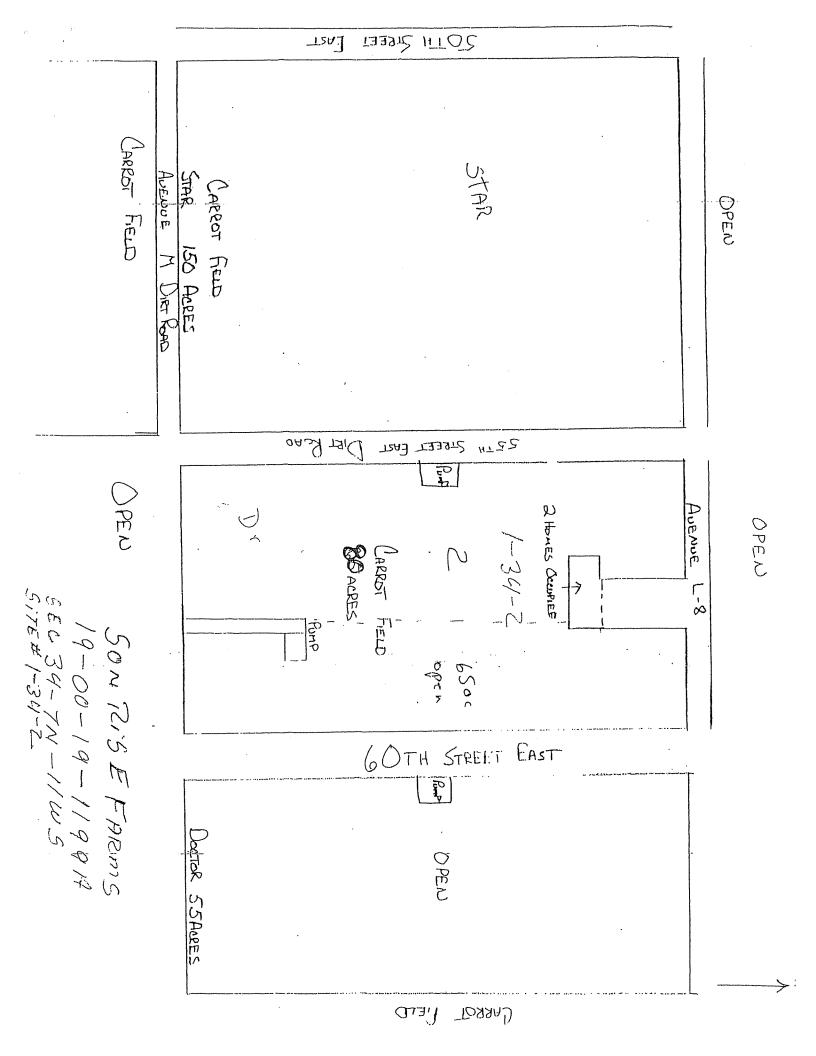
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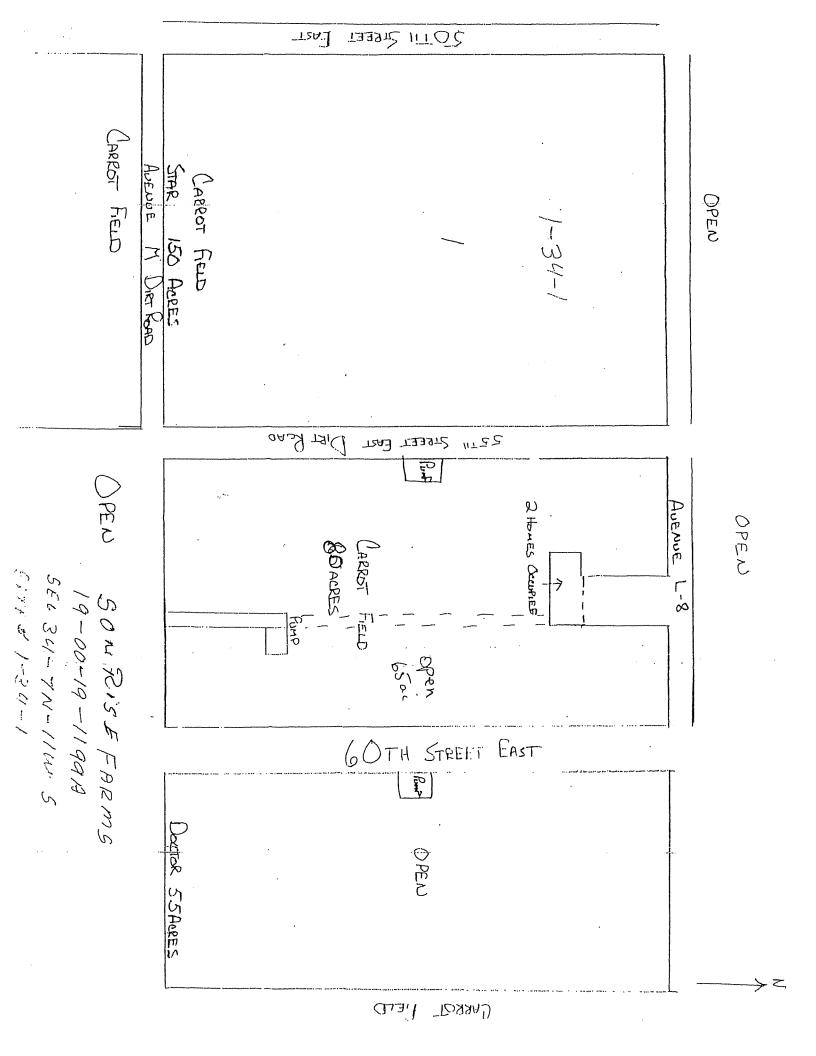
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SONRISE FARMS 19-00-19-119919 SEC 32-6N-9WS









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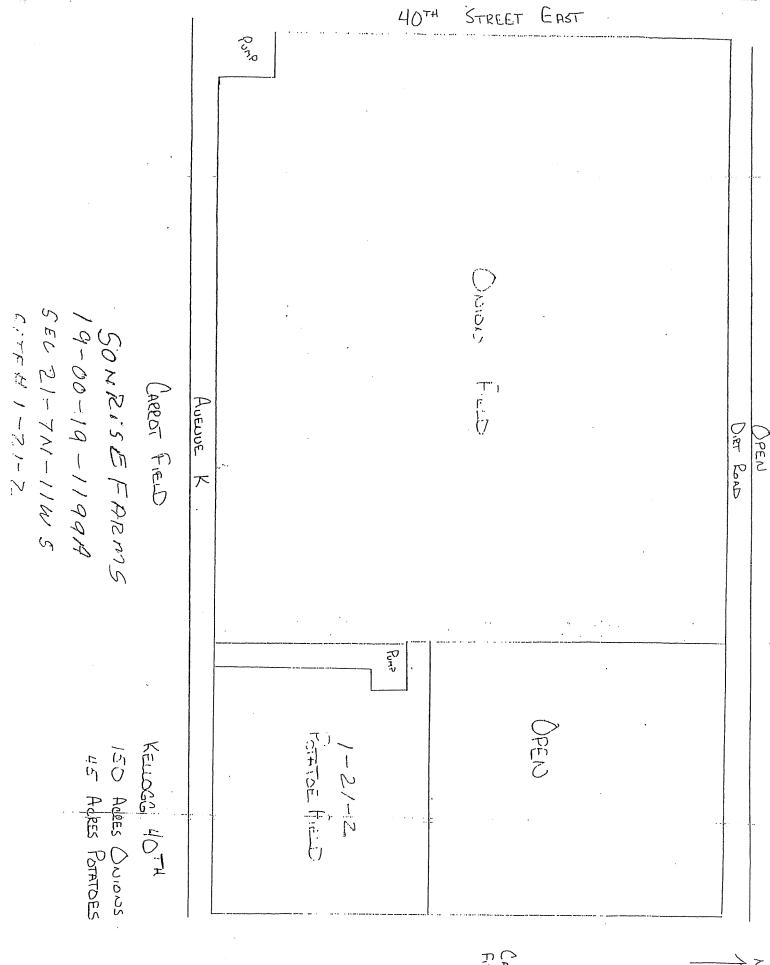
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CARROT FIELD

(OTH STREET EAST

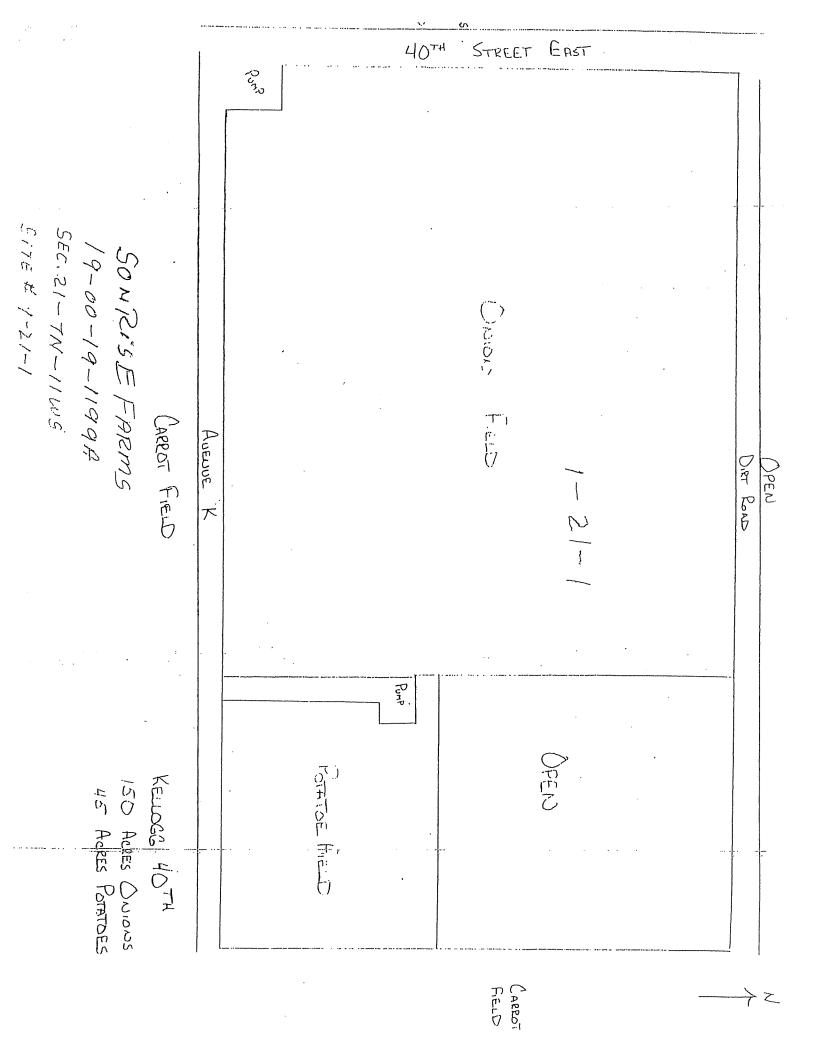
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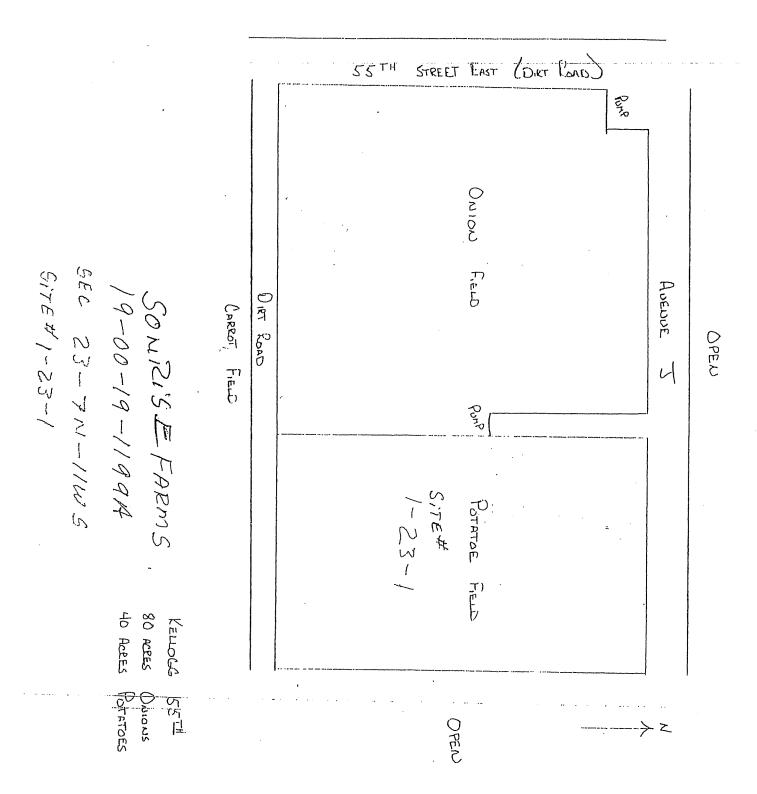
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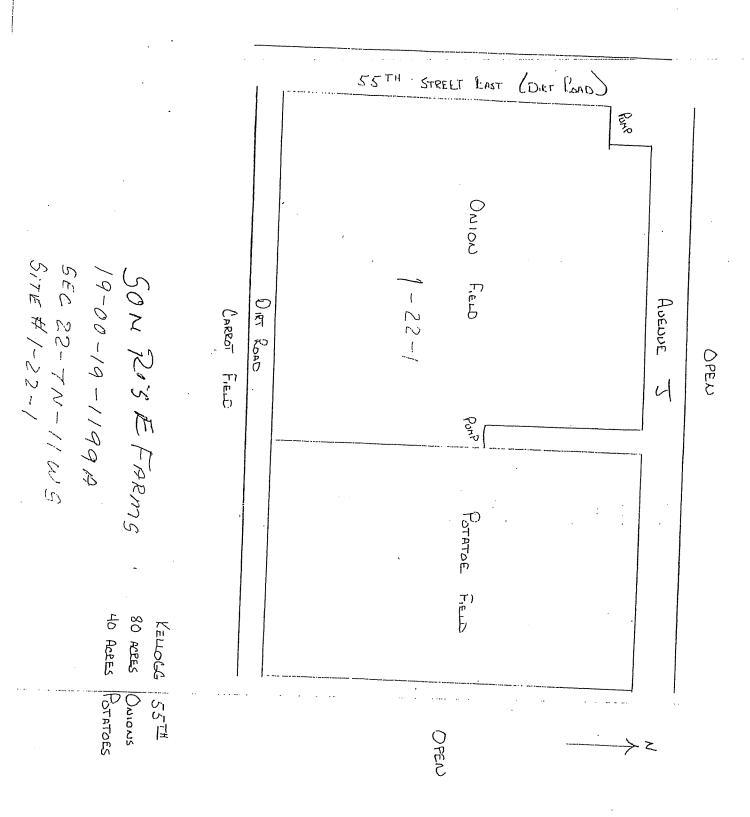


CARRO?

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		40TH STREET EnsT	AREW .
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COFFER RALEH	ONION FIELD 120 ACRES	Fig. 19	500C (STE# 1-28-1 FIELD 50NR15E FARMS ARRES 19-00-19-1199# SEC 28-7N-11WIS
	ALFALFA FIELLS		OCCUPIED >Z