

compliance with all laws and regulations then in existence regulating Hazardous Material, and that the Premises is, as of the day before Lessee came into possession, in compliance with all laws and regulations then in existence regulating the handling, transportation, storage, treatment, use and disposition of Hazardous Material.

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

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

9. Insurance. Lessee shall at its sole cost and expense maintain during the term hereof broad form comprehensive public liability and property damage insurance covering its personal property on the Premises, insuring Lessee, Lessor and the Premises against loss or damage with a combined, single liability of not less than \$1,000,000 with a reputable insurance carrier. All such policies shall contain an agreement by the insurer that such policies shall not be canceled or modified without at least thirty (30) days' prior written notice to the other party. Each party shall cause a certificate of insurance to be delivered to the other party within ten (10) days after the date of execution of this Lease.

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

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

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

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

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

- (a) Use of the Premises for any purpose other than as authorized in this Lease; or
- (b) Default in the payment of rent or any other sums owing when due if not cured within fifteen (15) days after prior written notice by Lessor to Lessee; or
- (c) Abandonment or vacation of Lessee from the Premises; or
- (d) A default in the performance of any of the material terms, covenants, and conditions hereof if not cured within thirty (30) days after prior written notice by Lessor to Lessee.

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

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

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

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

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

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

21. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessor at 7200 E. Brundage Lane, Bakersfield, CA 93308, or Lessee at 43933 Ryckebosch Lane, Lancaster, CA 93535. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

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

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

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

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

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

comply with all of the terms of this Lease to the satisfaction of Lessor, and unless the transferee be in all respects a fit and proper person for the purpose of carrying out the obligation under the Lease.

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

SON RISE FARMS
a sole proprietorship

By: John A. Caland
Title: _____

WM. BOLTHOUSE FARMS, INC.,
a Michigan corporation

By: [Signature]
Title: Farm Manager

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

AGRICULTURAL LEASE

THIS LEASE is made and entered into this day, November 27, 2001 by and between WM. BOLTHOUSE FARMS, INC., a Michigan corporation ("Lessor"), and SON RISE FARMS, a sole proprietorship ("Lessee").

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

Description: Minn Ranch - 475 Acres known as Sections 21-3, 21-4W, 22-2W, 23-1 and 23-4.

2. Term. The term of this Lease shall be (1) one crop season, commencing on January 1, 2002 and ending on December 31, 2002.

3. Rent. Rent for the term of this Lease shall be \$125 per acre for land, and \$125 per acre for equipment per crop season; \$118,750 payable upon signing.

4. Use of Premises. The Leased premises are to be used by Lessee for the purpose of growing onions; and for such purpose Lessee is authorized to cultivate, irrigate, fertilize, fumigate, and do all other acts, which may be reasonable or necessary in connection with such farming operation. Lessee shall conduct its farming in conformity with good agricultural operations. Lessee shall harvest all onions from the Premises or pay Lessor for the total expenses of having the onions harvested and removed from the Premises. Lessee shall comply with all applicable State and Federal laws.

5. Water. Lessor hereby represents and warrants that there are four water wells furnishing water to the Premises of the following gallonage: Well #1, #3, #5 and #7 (new well) for 6,900 g.p.m.

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

Lessor shall, at its sole cost and expense, maintain and repair the above ground portion of the water well(s), including the electric motors, gear heads, diesel engines and fuel tanks where applicable, and distribution facilities, and shall be responsible for all other operational expenses in connection therewith. Lessee shall at its sole cost and expense hire McCormick Diesel & Brake to service all diesel engines at the manufactures recommended service intervals. Lessor shall be responsible for all-underground repair and maintenance. Under no circumstances shall Lessee be required to construct or drill a new well, or to maintain, repair or replace any portions of the existing water wells or related facilities except as provided in the preceding sentences. Water from such facilities shall be used only on the Premises and in the performance of Lessee's obligations hereunder, and such water shall not be exported to other lands without the prior written consent of Lessor. Lessee at its sole cost and expense shall pay any tax, assessment, pump tax or other charges imposed by public authorities for the furnishing, extraction, availability, or other use of water, and Lessee shall comply with all statutes, rules and regulations relating to the reporting of water extractions.

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

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States government. Lessor represents and warrants that all handling, transportation, storage, treatment, or use of Hazardous Material that has occurred on the Premises, if any, prior to the date of this Lease, has been in

compliance with all laws and regulations then in existence regulating Hazardous Material, and that the Premises is, as of the day before Lessee came into possession, in compliance with all laws and regulations then in existence regulating the handling, transportation, storage, treatment, use and disposition of Hazardous Material.

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

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

9. Insurance. Lessee shall at its sole cost and expense maintain during the term hereof broad form comprehensive public liability and property damage insurance covering its personal property on the Premises, insuring Lessee, Lessor and the Premises against loss or damage with a combined, single liability of not less than \$1,000,000 with a reputable insurance carrier. All such policies shall contain an agreement by the insurer that such policies shall not be canceled or modified without at least thirty (30) days' prior written notice to the other party. Each party shall cause a certificate of insurance to be delivered to the other party within ten (10) days after the date of execution of this Lease.

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

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

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

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

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

- (a) Use of the Premises for any purpose other than as authorized in this Lease; or
- (b) Default in the payment of rent or any other sums owing when due if not cured within fifteen (15) days after prior written notice by Lessor to Lessee; or
- (c) Abandonment or vacation of Lessee from the Premises; or
- (d) A default in the performance of any of the material terms, covenants, and conditions hereof if not cured within thirty (30) days after prior written notice by Lessor to Lessee.

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

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

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

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

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

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

21. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessor at 7200 E. Brundage Lane, Bakersfield, CA 93308, or Lessee at 43933 Ryckebosch Lane, Lancaster, CA 93535. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

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

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

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

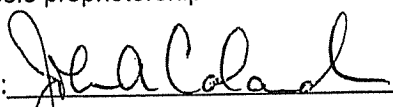
26. Severability. A determination by a Court of competent jurisdiction that any provision of this Lease or any party thereof is illegal or unenforceable, shall not cancel or invalidate the remainder of such provision, or this Lease, which shall remain in full force and effect.

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

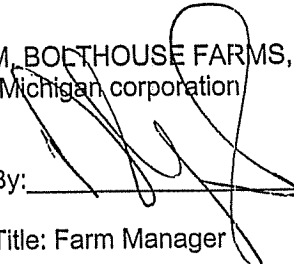
comply with all of the terms of this Lease to the satisfaction of Lessor, and unless the transferee be in all respects a fit and proper person for the purpose of carrying out the obligation under the Lease.

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

SON RISE FARMS
a sole proprietorship

By: 
Title: Owner

WM. BOLTHOUSE FARMS, INC.,
a Michigan corporation

By:  11/28/01
Title: Farm Manager

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

Various

AGRICULTURAL LEASE

THIS LEASE is made and entered into this day, December 4, 2002 by and between WM. BOLTHOUSE FARMS, INC., a Michigan corporation ("Lessor"), and SON RISE FARMS, LP ("Lessee").

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

Description:	- Bushnell 10-4W	95 acres
	- Wolsky 10-4	40 acres
	- Desert 33-1 N	75 acres
	- Anderson 5-2	85 acres
	- Avol 14-3	80 acres
	- Avol 23-2	80 acres
	- Avol 25-2	55 acres
	- Avol 25-3	110 acres
	- Avol 21-1 S	40 acres
	- LRC 21-2 S	35 acres
	- Minn 21-4 E	60 acres
	- Minn 22-3 E	75 acres
	- Minn 22-4	155 acres
	- Tapla 22-1	40 acres
	Total Acres	1,025 acres

Handwritten notes:
165 }
hambro }
501 K
501 K
64 3 E - 7000

2. Term. The term of this Lease shall be (1) one crop season, commencing on January 1, 2003 and ending on December 31, 2003.

3. Rent. Rent for the term of this Lease shall be \$125 per acre for land, and \$125 per acre for equipment per crop season; \$256,250 payable upon signing.

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

5. Water. Lessor hereby represents and warrants that there are ten water wells furnishing water to the Premises of the following gallonage: Bushnell 10-4 & 10-3, Minn 21-3E, 22-4, 22-2E, 23-3, Avol 14-3S, 25-3 and Retlaw for 12,900 g.p.m.

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

Lessor shall, at its sole cost and expense, maintain and repair the above ground portion of the water well(s), including the electric motors, gear heads, diesel engines and fuel tanks where applicable, and distribution facilities, and shall be responsible for all other operational expenses in connection therewith. Lessee shall at its sole cost and expense hire and reimburse WM. Bolthouse Farms, Inc. to service all diesel engines at the manufactures recommended service intervals. Lessor shall be responsible for all-underground repair and maintenance. Under no circumstances shall Lessee be required to construct or drill a new well, or to maintain, repair or replace any portions of the existing water wells or related facilities except as provided in the preceding sentences. Water from such facilities shall be used only on the Premises and in the performance of Lessee's

obligations hereunder, and such water shall not be exported to other lands without the prior written consent of Lessor. Lessor at its sole cost and expense shall pay any tax, assessment, pump tax or other charges imposed by public authorities for the furnishing, extraction, availability, or other use of water, and Lessor shall comply with all statutes, rules and regulations relating to the reporting of water extractions.

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

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

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

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

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

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

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

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

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

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

- (a) Use of the Premises for any purpose other than as authorized in this Lease; or
- (b) Default in the payment of rent or any other sums owing when due if not cured within fifteen (15) days after prior written notice by Lessor to Lessee; or
- (c) Abandonment or vacation of Lessee from the Premises; or
- (d) A default in the performance of any of the material terms, covenants, and conditions hereof if not cured within thirty (30) days after prior written notice by Lessor to Lessee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SON RISE FARMS, LP

By: _____

Title: _____

WM. BOLTHOUSE FARMS, INC.,
a Michigan Corporation

By: _____

Title: Farm Manager

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

Walter

AGRICULTURAL LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALANDRI/SON RISE FARMS, LP

By: _____

Title: _____

WM. BOLTHOUSE FARMS, INC.,
a Michigan Corporation

By: _____

Title: Director of Agricultural Operations

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

AGRICULTURAL LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALANDRI/SON RISE FARMS, LP

By: _____

Title: _____

WM. BOLTHOUSE FARMS, INC.,
a Michigan Corporation

By: _____

Title: Director of Agricultural Operations

AGRICULTURAL SUBLEASE
LANCASTER, CALIFORNIA
AREA

PARTIES:

CALANDRI / SON RISE FARMS, LP

&

WM. BOLTHOUSE FARMS, INC.

TERM: 1 YEAR

TERM: JANUARY 1, 2012 – DECEMBER 31, 2012



LANDLORD: WM. BOLTHOUSE FARMS, INC.

SUBTENANT: CALANDRI / SONRISE FARMS, LP

This Agricultural Sublease ("Sublease") is made and entered into as of the date last signed below and shall be effective on January 1, 2012, by and between WM. BOLTHOUSE FARMS, INC., a Michigan corporation, authorized to do business in the State of California ("Landlord"), and CALANDRI/SONRISE FARMS, LP ("Subtenant"), as described below. Landlord and Subtenant are singularly referred to as a "Party" and collectively referred to as the "Parties."

1. **PREMISES.** Landlord does hereby sublease to Subtenant the real property described in Exhibit "A", attached hereto and incorporated by reference (the "Premises"), along with all ditches, canals, reservoirs, wells, pumps, irrigation equipment, tanks, generators, pipelines, and all other improvements and fixtures attached or affixed to the Premises and used or useful for farming or ranching (the "Improvements").

Landlord warrants that it has the power and authority to enter into this Sublease. Landlord warrants that its execution of this Sublease does not constitute a breach of any provision of any lease or any other agreement to which Landlord is a party.

2. **RENT.** The annual rent payable by Subtenant during the term of this Sublease is set forth on Exhibit "B", attached hereto and incorporated by reference.

A. **Manner/Place of Payment of Rent.** Rent for any period during the term hereof which is for less than one month will be a pro rata portion of the monthly installment. Rent will be payable in lawful money of the United States in immediately available funds with no deduction or offset to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

B. **Late Charge and Interest on Rent in Default.** Subtenant acknowledges that the late payment by Subtenant of any monthly installment of rent will cause Landlord to incur certain costs and expenses not contemplated under this Sublease, the exact amount of which is extremely difficult or impractical to fix. Those costs and expenses may include, without limitation, administration and collection costs and processing and accounting expenses. Therefore, if any such rent is not received by Landlord from Subtenant within 30 days after the same becomes due, Subtenant will immediately pay to Landlord a late charge equal to 5% of such delinquent rent. Landlord and Subtenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by Subtenant's failure to make timely payment. In no event will this provision for a late charge be deemed to grant Subtenant a grace period or extension of time within which to pay any rent or prevent Landlord from exercising any right or remedy available to Landlord



upon Subtenant's failure to pay any rent due under this Lease in a timely fashion, including the right to terminate this Lease. If any rent remains delinquent for a period in excess of 30 days then, in addition to such late charge, Subtenant will pay to Landlord interest on any rent that is not paid when due at the rate equal to the lesser of (i) the maximum legal interest rate or (ii) the rate of 12% per annum, from the date such amount became due until paid.

- C. **No Accord and Satisfaction.** No payment by Subtenant or receipt by Landlord of a lesser amount than the rent herein provided will be deemed to be other than on account of the earliest rent due and payable hereunder, nor will any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Sublease.

3. **TERM.** Unless terminated earlier in accordance with this Sublease, the term of this Sublease shall be for a period of One (1) year beginning on January 1, 2012, and ending December 31, 2012 ("Sublease Term" or "Term") or upon final harvest and Calandri's final land cleanup, which Calandri agrees and promises to perform no later than two weeks after the final day of harvest.

4. **USE OF PREMISES.** Subtenant shall utilize the Premises only for the growing of onions and uses incidental thereto, and for no other use whatsoever. All operations incident to Subtenant's use of the Premises shall be carried on in accordance with reasonable husbandry practices utilized in the region. Subtenant shall take the appropriate action to minimize irrigation water from escaping on to adjoining lands or public highways. Reasonable efforts will be made by Subtenant to minimize the use by the general public and unauthorized individuals of private roads located on the Premises. **Subtenant may not grow carrots or allow carrots to be grown on the Premises, except with the express written consent of Landlord.**

5. **ACCEPTANCE OF PREMISES.** Subtenant warrants that it has inspected the Premises. Subtenant accepts the Premises in its present condition. Landlord shall have no obligation or liability whatsoever to make any improvements, alterations or repairs, or to pay or reimburse Subtenant for any part of the cost thereof, except as otherwise expressly provided in this Sublease.

6. **SUBTENANT'S MAINTENANCE AND REPAIR.** Subtenant shall, at its own cost and expense: (a) keep all ditches, ditch banks, and fields free and clean of weeds and other noxious weed, growths, and obstructions; (b) make reasonable efforts to minimize the spread of noxious weeds, rodents, and other vertebrate pests on the Premises; (c) keep and maintain all above-ground Improvements on the Premises including, but not limited to above-ground water wells and component parts in order to maintain existing water flow rates for all existing agricultural wells or for any new wells that may be drilled during the Sublease Term. Subtenant shall return the Premises and the Improvements to Landlord at the conclusion of this Sublease in the same condition as received, reasonable wear and tear excepted. As part of these maintenance obligations, Subtenant agrees to timely perform the specific tasks enumerated in **Exhibit "C"** respecting maintenance and service of electric well motors, attached hereto and incorporated



by reference; and (d) prevent the accumulation of any rubbish or waste on the Premises or dump any waste off the Premises.

7. **LANDLORD'S MAINTENANCE AND REPAIR.** Landlord's maintenance and repair obligations will be limited to keeping and maintaining in good condition and repair below-ground portions of the water well and irrigation systems, except those repairs caused or contributed to by Subtenant's negligence or failure to properly maintain, as otherwise provided in this Sublease.

8. **IMPROVEMENTS AND STRUCTURES.** All personal property placed on the Premises by the Subtenant shall be and remain the property of Subtenant during the Sublease Term. All fixtures will become part of the Premises immediately upon installation. Upon lease termination, Subtenant shall have the right to remove portable structures, facilities, equipment, and/or personal property of Subtenant, except where such facilities and improvements were installed as part of the maintenance or repair of the leasehold.

9. **CONSTRUCTION OF LANDLORD IMPROVEMENTS.** Landlord, on behalf of itself and the property owner, reserves the right, at its reasonable discretion, to construct improvements to the Premises and to take any other action to improve the Premises such as granting easements, constructing or relocating power, sewer, water, or other utility lines and the like. Landlord shall indemnify, defend, and hold harmless Subtenant from and against any and all claims, losses (including reasonable crop damages), and liabilities arising from or in connection with Landlord's exercise of these rights hereunder.

10. **ALTERATIONS; MECHANIC'S LIENS.** Subtenant shall not make, nor permit to be made, any alterations of or on the Premises, without first obtaining Landlord's consent. Except as described in Section 8, additions to or alterations of the Premises shall become at once a part of the realty and belong to Landlord or property owner, and Subtenant shall leave same intact and in good condition at the expiration or termination of the Sublease Term. Subtenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Subtenant on the Premises during the Sublease Term. Subtenant shall discharge of record by payment, bonding, or otherwise, any claim of lien filed against the Premises on account of any labor performed or materials furnished during the Sublease Term in connection with any work performed by Subtenant on the Premises immediately upon the filing of any claim of lien. Subtenant shall indemnify and hold Landlord and property owner harmless from any and all loss, cost, or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title, and interest of Landlord or property owner arising from the act or agreement of Subtenant during the Sublease Term. Subtenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises. Landlord shall have the right, at Landlord's option, of paying and discharging any lien or encumbrance attaching to the Premises during the Sublease Term as a result of Subtenant's actions or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and applicable late charge, shall be rent immediately due and payable upon rendition of a bill therefore. None of the foregoing provisions shall create any obligations by Subtenant or its partners to Landlord respecting any claims of lien that had attached to the Premises prior to the commencement of this Sublease. Subtenant shall notify Landlord at least ten (10)



days prior to commencing any work, and Landlord may post and maintain such notices of non-responsibility upon the Premises as it may deem necessary or appropriate.

11. LANDLORD'S INSPECTION AND ACCESS RIGHTS.

A. Subtenant shall permit Landlord and property owner, including their agents and assigns, at all reasonable times during the Sublease Term, to: (a) enter the Premises and to use the roads established on the Premises for purposes of inspection to determine compliance with the terms of this Sublease; (b) exercise their rights under this Sublease; (c) post notices; (d) conduct any pre-development activities; and (e) conduct all other lawful purposes. Subtenant shall supply them with keys and other instruments necessary to permit entry on the Premises and all parts thereof if locked or gated.

B. Soil Testing. During regular business hours during the Sublease Term and upon reasonable prior notice to Subtenant, Landlord and/or property owner and their agents and contractors shall have the right to take soil samples, inspect for the spread of noxious weeds and conduct soil tests on the Premises, such soil sampling and soil testing being done by state or federal agencies or by testing laboratories licensed by the State of California, to determine the soil fertility and the amount of soluble minerals and essential elements in the soil. If there has been any substantial increase in the spread of noxious weeds or decrease in the soil fertility or depletion of the soluble minerals and essential elements in the soil, adversely affecting the agricultural productivity of the Premises, Subtenant shall, within ten (10) days after written notice of demand from Landlord or property owner, take appropriate remedial action to remove the noxious weeds or restore the soil fertility and the former level of soluble minerals and essential elements. A failure of Subtenant to comply with such notice and demand shall constitute a breach of this Sublease and, in addition, shall authorize Landlord or property owner to take appropriate steps to remove the noxious weeds or to restore the Premises to the level of fertility and productivity as shown in the initial tests made as herein provided, all at the expense of Subtenant.

12. WATER USAGE. Subtenant shall have the exclusive and unrestricted right to access and utilize the irrigation equipment, engines, fuel tanks, pumps, generators, ditches, reservoirs, pipelines, equipment yard, turnouts, and other equipment related to irrigation located on or serving the Premises. Subtenant assumes all risks involving the quantity and quality of water and the condition of the well(s), pump(s), pipelines, and all other parts of the irrigation system on the Premises. In no event shall Landlord be liable or responsible for any crop loss, loss of profit, or other direct or consequential damages resulting from the unavailability of water, water quality, or any failure of the irrigation systems.

13. APPLICATION RECORDS. Subtenant shall make and keep pertinent records of all chemicals, pesticides, fertilizers, and other materials used or applied on the Premises, including identity, dates of, and rates of application, and shall make them available to Landlord and Landlord's agents and assigns, at all reasonable times, for inspection.

14. UTILITIES. Water will be supplied to the Premises through electric-powered wells that are specifically dedicated to the parcels. Subtenant agrees to pay for the electricity used by the wells within terms of the power bills from the utility company and to pay for any late fees that may accrue. Power bills will be forwarded to Subtenant by Landlord. Subtenant agrees that during the Term that Bolthouse shall not be responsible for any utility costs for the wells dedicated to the Premises.



15. **TAXES.** Subtenant shall comply with all lawful demands of the county assessor in reporting property owned by Subtenant and located on the Premises, and shall pay all taxes, assessments, and charges attributable to Subtenant's crops, structures, improvements, machinery, and other property placed on the Premises by and owned by Subtenant.

Landlord shall pay all other real property taxes and assessments levied upon the Premises, including irrigation facilities and equipment placed on the Premises by Landlord for Subtenant.

16. **LANDLORD'S RIGHT TO SUBSTITUTE ACREAGE.** Subtenant agrees that, at Landlord's election, Landlord may substitute another parcel or parcels (the "**Substitute Parcel**") for any portion of the Premises in place of the withdrawn acreage upon the following general guidelines:

A. The Substitute Parcel is within the same geographic location as the withdrawn parcel;

B. The Substitute Parcel is approximately the same acreage as the withdrawn parcel;

C. The Substitute Parcel is similar to and suitable for the same agricultural purposes as the withdrawn parcel and has a sufficient supply of water; and

D. Landlord gives Subtenant a minimum of 180 days' written notice to Subtenant that Landlord intends to provide a Substitute Parcel(s).

17. **RESERVATIONS, EXCEPTIONS, EASEMENTS, ETC.** This Sublease is subject to:

A. All existing reservations, exceptions, easements, servitudes, licenses, and rights-of-way, of record, or as to which notice is given by possession, use or occupancy; and

B. The rights of the property owner and other third parties under any existing or future oil, gas, and mineral lease(s) affecting the Premises, whether recorded or not.

18. **MINERALS.** All rights in minerals, oil, gas, and other hydrocarbons located on or under the Premises which are owned or leased by property owner or third parties ("**Mineral Holders**"), are reserved by them and are excepted from the Premises covered by the terms of this Sublease. Subtenant expressly grants to Mineral Holders, and anyone acting under either of their rights or contractual obligations, a right of entry and a right-of-way for ingress and egress, in and to, over and on the Premises during the Sublease Term for exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the Premises. Tenant shall have the right to negotiate with the Mineral Holders and/or lessees, and receive and retain any crop damages payable by Mineral Holders and/or lessees, in connection with such entry.

19. **CROP MORTGAGES.** No crop mortgage, encumbrance, or lien given or suffered by Subtenant on any crop grown on the Premises shall be for a period extending beyond the Sublease Term, nor shall it encumber the land or any property or interest of Landlord or property owner. All liens created



by Subtenant must be expressly subject to the termination rights of each party under this Sublease and shall be satisfied of record by Subtenant before the end of said Sublease Term or upon any earlier termination of this Sublease. Subtenant shall not cause a crop mortgage, encumbrance, or lien to create a cloud on property owner's title, and Subtenant shall pay all reasonable costs and expenses, including attorney's fees, required for the removal of such cloud either before or after termination of this Sublease.

20. CONDEMNATION. In the event that any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord or property owner is advised in writing by any governmental authority or by any other entity having the right or power of condemnation of its intention to condemn the Premises or any portion thereof, or if said Premises or any portion thereof be condemned through such action, then in any of said events (each and all of the foregoing hereinafter being referred to as "**appropriation**"), property owner may, without any obligation or liability to Subtenant, except as provided herein, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or, if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and property owner is expressly empowered to stipulate to judgment therein, the part or all of the Premises and any interest or interests therein sought by the condemnor. This Sublease shall continue in effect as to that portion of the Premises not so appropriated, and the rental shall be abated proportionate to Subtenant's loss of use. The entire award or compensation, including interest, whether for a total or partial appropriation or for a diminution in the value of Subtenant's leasehold or Landlord's fee or other interest, shall belong to and be the property of property owner, and Subtenant hereby assigns to property owner all of Subtenant's interest in any award. Subtenant shall have the right to prove in the proceedings related to the appropriation loss of, and to receive any separate award which may be made for appropriation of, Subtenant's Equipment, trade fixtures, and for relocation costs and goodwill. As used in this Section, (i) the term "**appropriation**" shall include inverse condemnation and any other taking or damaging recognized by the California Constitution, and (ii) the "**award**" shall include all monies awarded for an appropriation occurring before or after the commencement of litigation proceedings. Each party waives the provisions of California Code of Civil Procedure sections 1265.120 through 1265.140, and elects to be governed by the terms of this Sublease.

21. AGRICULTURAL PROGRAMS AND PRODUCTION. Subtenant shall not, without Landlord's prior written consent, enter into any governmental or privately arranged soil conservation, environmental, cropping, or marketing program or agreement affecting the Premises. Subtenant may not participate in any program involving an encumbrance, lien, or charge on or against the Premises or otherwise affect the use or title to the Premises beyond the Sublease Term.

22. CHEMICALS AND OTHER SUBSTANCES.

A. No fertilizer, herbicide, pesticide, poison, chemical, or other foreign substance, except those then currently approved by the United States Department of Agriculture and by the California Department of Agriculture, shall be applied by Subtenant to the Premises or crops growing thereon. The use of any such substance by Subtenant shall be in strict conformity with all applicable governmental regulations and the manufacturer's instructions respecting the manner and timing of application. No experimental fertilizer, herbicide, pesticide, poison, chemical, or other foreign substance shall be applied to the Premises or to the crops growing thereon, except with the Landlord's prior written



consent. Subtenant shall maintain records of the date, place, quantity, kind, and method of application of all such substances as may be utilized by Subtenant, and shall furnish to Landlord, upon request, true and correct copies thereof.

B. Subtenant shall not cause or permit any "**Hazardous Material**" (defined below) to be brought upon, stored, manufactured, generated, blended, handled, recycled, disposed of, used, or released on, in, under, or about the Premises; provided, however, that substances described in subsection A above may be applied as provided therein. Subtenant shall keep, operate, and maintain the Premises in compliance with all and shall not permit the Premises to be in violation of any federal (including, but not limited to, the Comprehensive Environmental Response Claim and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*), state, or local environmental, health and/or safety related law or regulation currently existing and as amended, enacted, issued, or adopted in the future which is applicable to the Premises. Subtenant shall notify Landlord immediately of any spill, release, accident, escaping, leakage, or other event or condition that results in Hazardous Material coming in contact with the water or soil, other than an intentional application of substances as described in subsection A above. If any Hazardous Material is found in, on, under, or about the Premises at any time during or after the Sublease Term, the presence of which was caused or permitted by Subtenant, Subtenant shall, at its sole cost and expense, promptly take all actions as are necessary to return the Premises to the condition existing prior to the introduction or release of such Hazardous Material in accordance with applicable environmental laws and Landlord's prior written approval, which approval shall not be unreasonably withheld.

C. For purposes of this Sublease, the term "**Hazardous Material**" means any chemical, substance, material, controlled substance, object, condition, waste, or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, or combinations thereof which are now or become in the future listed, defined, or regulated in any manner by any federal, state, or local law based upon, directly or indirectly, such properties or effects.

23. **RECORDS.** The Parties hereto recognize the importance of accurate and complete records to assist in the formulation of efficient farming programs. Accordingly, Subtenant agrees to maintain written records of its operations hereunder in such manner that there can be ascertained therefrom for each crop grown the acreage, planting dates, farming practices employed, the kinds and rates of materials applied, the harvest yields, and other related matters for a period of no less than five (5) years. Subtenant agrees to allow Landlord to inspect and make copies of such records at all reasonable times.

24. **INSURANCE.**

A. Subtenant agrees to maintain during the Sublease Term, at Subtenant's expense, public liability insurance with a company satisfactory to Landlord and property owner for protection against liability to the public and Subtenant's employees, independent contractors and invitees arising as an incident to the use of or resulting from any accident occurring in or about the Premises. The limits of liability are to be in amounts of not less than Ten Million Dollars (\$10,000,000.00) for any one person



injured, Ten Million Dollars (\$10,000,000.00) for any accident, and One Million Dollars (\$1,000,000.00) for property damage.

B. Subtenant agrees to maintain during the Sublease Term, at Subtenant's expense, proper and adequate workers' compensation insurance.

C. Subtenant shall name Landlord and Bolthouse Properties, LLC as an additional insured on all such insurance policies (except workers' compensation insurance), and Subtenant shall provide that the insurance carrier(s) shall notify Landlord, in writing, at least thirty (30) days prior to any modification or cancellation of such insurance, and Subtenant shall provide proof of insurance on an annual basis. Subtenant agrees that if Subtenant does not keep such insurance in force, Landlord may obtain such insurance and pay the premium. Repayment of the premium shall be added to the rent payment and such payment shall be made upon demand by Landlord.

25. GENERAL INDEMNIFICATION. Subtenant shall indemnify, defend, and hold harmless Landlord, property owner, and each of their members, managers, employees, anyone acting on its behalf, and its successors and assigns from and against all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees, and costs which arise during the Sublease Term, after the Sublease Term expires, or the Sublease is terminated, which result from Subtenant's activities and/or farming operations and/or the actions of Subtenant's employees, agents, or representatives, even though caused by the concurrent or contributory fault of Landlord or property owner, except where caused solely by the negligence or willful misconduct of Landlord or property owner. Both Landlord and property owner shall have the right, but not the duty, to participate in the defense of any such claim or liability with attorneys of its own selection without relieving Subtenant of any of its obligations hereunder. This indemnity provision shall survive the termination of this Sublease.

26. DISCLAIMER OF WARRANTIES. Except as otherwise expressly provided for elsewhere in this Sublease, Landlord makes no warranties whatsoever concerning the suitability of the soil, prevailing climatic conditions, availability of or quality of water, condition of the Improvements, and/or other factors that might pertain to the ability to successfully produce crops pursuant to this Sublease.

27. COMPLIANCE WITH LAW. Subtenant shall, at its own risk and expense, conduct its activities under this Sublease in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

28. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute Subtenant's breach of and default under this Sublease:

A. The failure by Subtenant to make any payment of rent or to pay other sums and insurance premiums as and when due, where such failure shall continue for a period of ten (10) days after notice thereof from Landlord to Subtenant, provided, however, that any such notice shall be in lieu of and not in addition to any notice required under California Code of Civil Procedure section 1161, or its successor statute then in force.

B. The failure by Subtenant in the prompt and complete performance and



observance of any other express or implied covenant, agreement, warranty, or obligation of Subtenant contained in this Sublease, and the continuation of such failure for a period of twenty (20) days after notice thereof from Landlord to Subtenant; provided, however, that any such notice shall be in lieu of and not in addition to, any notice required under California Code of Civil Procedure section 1161, or its successor statute then in force; provided further, that if the nature of Subtenant's default is such that more than twenty (20) days are reasonably required for its cure, then Subtenant shall not be deemed to be in default if Subtenant shall commence such cure within said twenty (20) day period and thereafter diligently prosecute such cure to completion.

29. REMEDIES.

A. Legal Remedies. In the event of an act of default by Subtenant, Landlord may, at its option: (1) terminate Subtenant's right to possession of the Premises because of such breach and recover from Subtenant all damages allowed under Section 1951.2 of the California Civil Code, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the Sublease Term after the time of award exceeds the amount of such rental loss that Subtenant proved could be reasonably avoided; or (2) not terminate Subtenant's right to possession because of such breach, but continue this Sublease in full force and effect under California Civil Code section 1951.4, which provides that a landlord may continue a lease in effect after the tenant's breach and abandonment and recover rent as it becomes due, if the tenant has the right to sublet or assign, subject only to reasonable limitations. Notwithstanding the foregoing, the damages or continued rent shall not exceed the amount or rent that would have been owing if Subtenant shall have delivered a notice to terminate this Sublease on the date the default occurred.

B. Assignment of Subrents. As additional security for Subtenant's performance of its obligations hereunder, Subtenant hereby assigns to Landlord the right to receive the rents, issues, profits, or other payments received under an assignment, sublease, transfer of rights in this Sublease, or sharing of the Premises by Subtenant, reserving unto Subtenant the right prior to any breach or default hereunder to collect and retain said rents, issues, profits, and payments as they become due and payable.

C. Landlord's Cure of Subtenant's Default. If at any time during the Sublease Term hereof Subtenant fails, refuses, or neglects to do any of the things herein provided to be done by Subtenant, Landlord shall have the right but not the obligation to do the same, but at the cost and for the account of Subtenant. The amount of any money so expended or obligations so incurred by Landlord together with interest thereon at the lesser of eighteen percent (18%) per annum, or the maximum interest rate permitted by law, shall be repaid to Landlord immediately upon demand therefore, and shall be payable as rent.

30. WAIVER. The waiver by Landlord of any agreement, condition, or provision contained in this Sublease shall not be deemed to be a waiver of any subsequent breach of the agreement, condition, or provision or any other agreement, condition, or provision contained in this Sublease, nor shall any custom or practice that may arise between the parties in the administration of the terms of this Sublease be construed to waive or to lessen the right of Landlord to the performance by Subtenant in strict accordance with these terms. The subsequent acceptance of rental under this Sublease by Landlord shall not be deemed to be a waiver of any preceding breach by the other party of any agreement, condition, or



provision of this Sublease, other than the failure of Subtenant to pay the particular accepted rental, regardless of knowledge of the preceding breach at the time of the rental acceptance.

31. ATTORNEY'S FEES, ARBITRATION, AND VENUE. Any controversy between the parties regarding the performance or interpretation of this Sublease, or any claim arising therefrom or as a result of a breach thereof, shall be submitted to binding arbitration on the written request of one party after service of the request on the other Party. Arbitration shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

If any Party to this Sublease shall bring any action or initiate arbitration for relief against the other, declaratory or otherwise, arising out of this Sublease, the losing Party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in arbitration, bringing a suit and/or enforcing any judgment granted therein. Any judgment or order in such action or arbitration award shall contain a specific provision providing for the recovery of attorney's fees and costs incurred in enforcing such judgment. Any arbitration or action shall be brought in Kern County, California, as the proper place of venue since the last act to make this a binding Sublease occurred in Kern County.

32. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Sublease, and with respect to all terms and conditions herein.

33. AMBIGUITY. Each Party acknowledges and agrees that this Sublease has been negotiated and prepared jointly by each Party, and that in the event of ambiguity, it shall not be construed against either party, but rather each term herein shall be given a reasonable interpretation.

34. SEVERABILITY OF PROVISIONS. If any provision of this Sublease or the application thereof to a person or situation shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Sublease, or the application of such provision to persons or situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

35. CONSTRUCTION, CAPTIONS, NUMBER, AND GENDER. The language in all parts of this Sublease shall in all cases be construed simply according to its fair meaning, and not strictly for or against Landlord or Subtenant. The titles or headings to the paragraphs of this Sublease are descriptive only and shall have no effect upon the construction or interpretation of any part thereof. Whenever the context of this Sublease requires the masculine gender, it shall include the feminine or neuter, the singular number shall include the plural, and whenever the word "Landlord" is used herein, it shall include all successors or assigns of Landlord.

36. BINDING ON SUCCESSORS. Subject to the provisions of the paragraph respecting assignment, the provisions of this Sublease shall be binding upon, and shall inure to the benefit of, the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

37. MODIFICATIONS. There are no oral agreements between Landlord and Subtenant respecting this Sublease, and this Sublease supersedes and cancels all previous negotiations,



arrangements, agreements, and understandings between Landlord and Subtenant with respect to the subject matter of this Sublease. These provisions constitute the entire agreement between the Parties as to the subject matter of this Sublease and may not be altered or modified, except in writing and execution by each Party hereto.

38. BROKERS. In connection with this Sublease, Subtenant warrants and represents that it has had no dealing with any brokers and that it knows of no other person who is or might be entitled to a commission, finder's fee, or other like payment in connection herewith, and does hereby indemnify and agree to hold Landlord harmless from and against any and all loss, liability, and expenses that Landlord may incur should such warranty and representation prove incorrect.

39. SURRENDER AND HOLDING OVER.

A. Whenever any part or all of the Premises shall cease to be subject to this Sublease, at the expiration of the Sublease Term or any earlier termination, Subtenant shall promptly and peaceably surrender possession of such lands and improvements thereon to Landlord free of trash and debris, free of occupancy by any person, and in at least as good condition as at the commencement of this Sublease, excepting ordinary wear and tear. Promptly following the harvest of said crop or its earlier abandonment in the field by Subtenant, Subtenant shall plow under all crop residue and weeds and perform other clean-up work consistent with good farming practices and/or as may be required by applicable governmental regulations. Upon the expiration or earlier termination of this Sublease as to all or any part of the Premises, and if so requested by Landlord, Subtenant shall promptly execute, acknowledge, and deliver to Landlord a recordable quitclaim deed in form satisfactory to Landlord, conveying to Landlord or its nominee all rights of Subtenant in and to the Premises or the portion as to which this Sublease has been terminated.

B. If without objection by Landlord, Subtenant holds possession of the Premises after expiration or earlier termination of this Sublease, Subtenant shall become a tenant from month-to-month as to those portions of the Premises held over or made inaccessible by such holdover on the terms specified in this Sublease, except those pertaining to term, but at a monthly rental equivalent to \$270.00 per acre per year held over or made inaccessible by such holdover, payable in advance on or before the first day of each year, and subject to Landlord's termination rights under this Sublease. If, over Landlord's objection, Subtenant holds possession of the Premises after expiration or earlier termination of this Sublease or expiration of the holdover tenancy, Subtenant shall be deemed to be a tenant-at-sufferance and, without limiting the liability of Subtenant for unauthorized occupancy of the Premises, Subtenant shall indemnify Landlord and any replacement tenant of the Premises for any damages or loss suffered by either Landlord or the replacement tenant resulting from Subtenant's failure to vacate the Premises in a timely manner.

40. RELATIONSHIP OF PARTIES. This Sublease shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership, or other business association between Landlord and Subtenant, it being understood and agreed that no provisions contained in this Sublease, nor any acts of the Parties hereto, shall be deemed to create any relationship other than that as specified herein.



41. **ESTOPPEL CERTIFICATES, COOPERATION.** Subtenant shall, at any time and from time to time upon not less than ten (10) days' prior notice from Landlord execute, acknowledge, and deliver to Landlord: (1) an estoppel certificate containing information reasonably requested by a potential purchaser or mortgagee; (2) a parcel or subdivision map including legal parcels of which the Premises are a part; and (3) quitclaim deeds to any party exercising eminent domain over a portion of the Premises, all for no additional consideration. Subtenant's failure to deliver such documents within such time shall, at the option of Landlord, constitute a default under this Sublease.

42. **MULTIPLE AND ENTITY SUBTENANTS.** In the event Subtenant is a corporation, partnership, or other entity not a natural person, the persons executing this Sublease on behalf of Subtenant hereby covenant and warrant, individually and on behalf of Subtenant, that Subtenant is duly organized and in good standing in the state of its incorporation or organization, and that all steps have been taken prior to the date hereof to qualify Subtenant to do business in California, and that the persons executing this Sublease have been duly authorized by Subtenant to do so on its behalf. If there is more than one person, firm, corporation, partnership, or other entity comprising Subtenant, then (i) the term Subtenant, as used herein, shall include all of the undersigned, (ii) each and every provision in this Sublease shall be binding on each and every one of the undersigned, (iii) each of the undersigned shall be jointly and severally liable hereunder, (iv) Landlord shall have the right to join one or all of the undersigned in any proceeding or to proceed against them in any order, and (v) Landlord shall have the right to release any one or more of the undersigned without in any way prejudicing its right to proceed against the others. Notwithstanding the foregoing, the partners, members, or shareholders of Subtenant shall not be personally liable under this Sublease, but liability to Landlord shall be limited to the assets of Subtenant.

43. **ASSIGNMENT AND SUBLETTING.** Except as otherwise expressly permitted by this Sublease, Subtenant shall not, without the prior written consent of Landlord, assign this Sublease, sublet the Premises, or permit or license the use of the Premises by any party other than Subtenant. Notwithstanding the foregoing, Subtenant shall not partially assign this Sublease or hypothecate this Sublease or Subtenant's leasehold estate. Any of the previous acts without consent shall be void and shall, at the option of Landlord, constitute a noncurable default under this Sublease. In connection with each consent requested by Subtenant, Subtenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved. No consent to any one assignment or subletting shall constitute a waiver of the requirement of Landlord's consent to any other assignments or sublettings.

44. **SURRENDER OF SUBLEASE NOT MERGER.** The voluntary or other surrender by Subtenant, or a mutual cancellation of this Sublease, shall not work as a merger and shall operate as an assignment to Landlord of any or all subleases or subtenancies. The obligations of Subtenant, which by their nature or the terms of this Sublease, could arise or remain unperformed after the expiration or termination of this Sublease, shall survive such expiration or termination.

45. **CARRY-OVER OBLIGATIONS.** The obligations of Subtenant, under any other lease agreement at any time existing between the parties hereto, including, but not limited to, the obligations to pay rent or other sums to Landlord, shall be deemed to be also a material obligation under this Sublease.



AGRICULTURAL SUBLEASE 2012
CALANDRI / SONRISE FARMS, LP Lancaster

Failure of Subtenant to perform any such obligation under any other lease shall constitute a default under this Sublease for which Landlord shall have all the remedies of Landlord specified elsewhere in this Sublease.

46. **EXPENSES.** Subtenant shall pay for all the obligations and costs incurred in the farming of the Premises, including, without limitation, labor, seed, water, pesticides, and machinery.

47. **NOTICES.** Any notices to be given to either party by the other shall be in writing and shall be served upon either personally or by registered, certified mail addressed as follows:

Landlord: WM. Bolthouse Farms, Inc.
7200 E. Brundage Lane
Bakersfield, CA 93307-3016
Attn: Scott LaPorta
EVP, COO, and CFO
Phone (661) 366-7205, ext. 1742
Fax (661) 366-8072
Email: slaporta@bolthouse.com

WITH A COPY TO:

WM. Bolthouse Farms, Inc.
7200 E. Brundage Lane
Bakersfield, CA 93307-3016
Attn: Tracy Saiki, General Counsel
Phone: (661) 366-7205, Extension 1773
Fax (661) 364-0297
Email tsaiki@bolthouse.com

Subtenant: Calandri/Son Rise Farms, LP
3803 Camino Hermanos
Lancaster, CA 93536
Attn: John A. Calandri
Owner, Operator
Phone: (661) 946-9022
FAX: (661) 946-7586
Email: donna@calandrisonrisefarms.com

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS]



AGRICULTURAL SUBLEASE 2012
CALANDRI / SONRISE FARMS, LP Lancaster

IN WITNESS WHEREOF, the Parties have executed this Sublease in duplicate on the day and year last signed below.

"SUBTENANT"

CALANDRI/SON RISE FARMS

By: John A. Calandri
John A. Calandri *Mgr/mr*

Title: Owner/Operator

Date Signed: 11-30-11

"LANDLORD"

WM. BOLTHOUSE FARMS, INC.

By: Scott LaPorta

Scott LaPorta

Title: Chief Operating Officer,
Chief Financial Officer
Executive V.P.

Date Signed: 11/29/11



EXHIBIT "A"
PREMISES

LANDLORD: WM. BOLTHOUSE FARMS, INC.
SUBTENANT: CALANDRI / SONRISE FARMS, LP

Premises Leased by WM. Bolthouse Farms, Inc. to Calandri/SonRise Farms, LP. for the 2012 Season

FIELD	ACREAGE	ASSESSORS PARCEL NUMBER
MINN 21-4	122.00	3150-015-006



EXHIBIT "B"
RENT

LANDLORD: WM. BOLTHOUSE FARMS, INC.

SUBTENANT: CALANDRI / SONRISE FARMS, LP

2012 Land Rent shall be due and payable to WM. Bolthouse Farms, Inc. by Calandri/SonRise Farms, LP as shown and described below.

Land Rent shall be One Hundred Seventy-Five Dollars and No Cents (\$175.00) per acre per crop season.

Land Rent for 2012, totaling Twenty-One Thousand, Three Hundred Fifty Dollars and No Cents (\$21,350.00) **shall be due and payable on January 1, 2012 and shall be delinquent if not received by January 15, 2012.**

FIELD	ACREAGE	x	RENT PER ACRE	=	TOTAL RENT 2012
MINN 21-4	122.00	x	\$ 175.00	=	\$ 21,350.00



EXHIBIT "C"
ABOVE-GROUND ELECTRIC WELL-COMPONENT MAINTENANCE
ELECTRIC WELL MOTORS/ELECTRIC WELLS

LANDLORD: WM. BOLTHOUSE FARMS, INC.

SUBTENANT: CALANDRI / SONRISE FARMS, LP

Pursuant to the terms and conditions of this Sublease, Subtenant and Landlord agree that Subtenant shall perform maintenance of all above-ground electric well components, unless Subtenant requests Landlord's assistance, which shall be charged at Two Hundred and Seventy-Five Dollars (\$275.00) per service, or other such service to which both parties agree.

Subtenant and Landlord agree that if the electric motors are not operating properly, it shall be the responsibility of Subtenant to correct the problem as soon as possible.

Subtenant's obligation includes, but is not limited to, well motor services, maintenance. The following are Landlord's requirements and Subtenant's obligations:

GENERAL MAINTENANCE – NOT EXCLUSIVE OF DAILY MAINTENANCE

1. That electric motor service shall be performed by Subtenant once every year or 2,000 hours (whichever comes first) and shall include:
 - a. Changing the motor oil
 - b. Overall motor condition (internal dust, debris, etc)
2. That Subtenant shall ensure that motors shall not collect excessive oil, dirt or debris on outside of motors, around air vents and/or motor pads.
3. That Subtenant shall keep well motor cages (where supplied) locked, with Landlord's locks, to prohibit vandalism.
4. If the electric motors and/or panels fail, it shall be the responsibility of the Subtenant to repair or replace them and/or restore them to the same condition as they were when Subtenant took possession of them.

(CONTINUED ON NEXT PAGE)



DAILY MAINTENANCE – NOT EXCLUSIVE OF GENERAL MAINTENANCE

5. That motor service shall be performed by Subtenant as needed and shall include:
 - a. Changing the motor oil, as needed, and that Subtenant shall regularly inspect the motor oil level and condition of the motor oil.
 - b. Overall motor condition – if the motor oil is dark and/or dirty, Subtenant will replace the motor oil, as needed, to ensure that it remains clean, so as to properly lubricate and cool the motor.
 - c. Subtenant will inspect for oil and/or water leaks and repair as needed.
6. That Subtenant shall ensure that motors shall not collect excessive oil on outside of motors, motor components and/or motor pads.
7. That Subtenant shall ensure that well motors do not experience excessive vibration. If excessive vibration is evident the Subtenant shall notify the Landlord as soon as possible.
8. That Subtenant shall ensure that any/all safety shutdowns are working properly and that they are not tampered with in any way.
9. That Subtenant shall be responsible for the daily maintenance and lubrication of the above-ground and below-ground pumping equipment.
10. That Subtenant shall inspect and maintain electric motor starter panels and components and ensure that all panels doors remain shut and tightly sealed to prevent dust from entering. If dust enters panel enclosures, it is the Subtenants responsibility to clean panels, by approved methods to ensure good operation of contactors, breakers, etc.

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES
12300 LOWER AZUSA ROAD
ARCADIA, CA 91006

FAX: (626)443-6652

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

PERMIT #: 19-01-191199A

STRICTED MATERIALS PERMIT

County HQ District #: 10

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

SON RISE FARMS
42016 LIVES GROVE
LANCASTER, CA 93536

JOHN CALANDRI
43933 RYCKEBOSH LANE
LANCASTER, CA 93535

Home:
Shop: (805)945-0616
Fax:

Mobile: Minn

NOI Method of Submission

Phone ☒ Fax ☒
Box Modem

In Person to application

NOI required 24 hours prior

Method(s) Applicator(s)

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

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

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

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

Permit Applicant: John A Calandri
Title: Owner
Issuing Officer: Gary P. Mark

Sign:
Issue Date: 1-10-01
Issue Date: 1-10-01

~~RESTRICTED~~ MATERIALS PERMIT cont.

Permit #: 19-01-191199A

ON RISE FARMS
Pesticides continued:

Num	Pesticide	Pest(s)	Form.	Method(s)		Applicator(s)	
				Air	Ground	PCO	Grower
5011	PARAQUAT	WEEDS	Liquid	Air	Ground	PCO	Grower
9102	VYDATE	NEMATODES	Liquid	Ground		PCO	
0080	PERMETHRIN	INSECTS	Air Reg	Air		PCO	
1710	CYPERMETHRIN	INSECTS	Liquid	Air	Ground	PCO	Grower
2941	ASANA	INSECTS	Liquid	Air	Ground	PCO	Grower
3260	MCPA	WEEDS	Liquid	Air	Ground	PCO	
9999	NON-PERMIT AG P						

9102
Employees handle pesticides (Y or N) [Y]

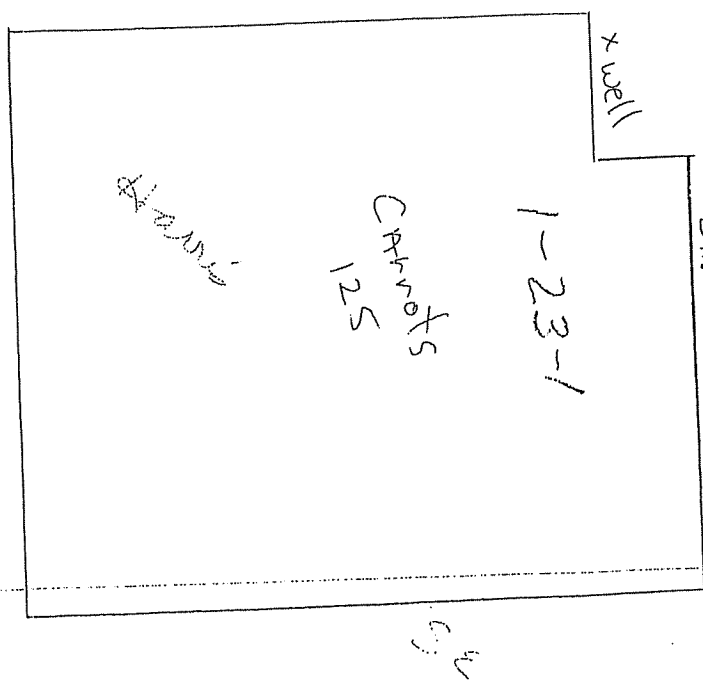
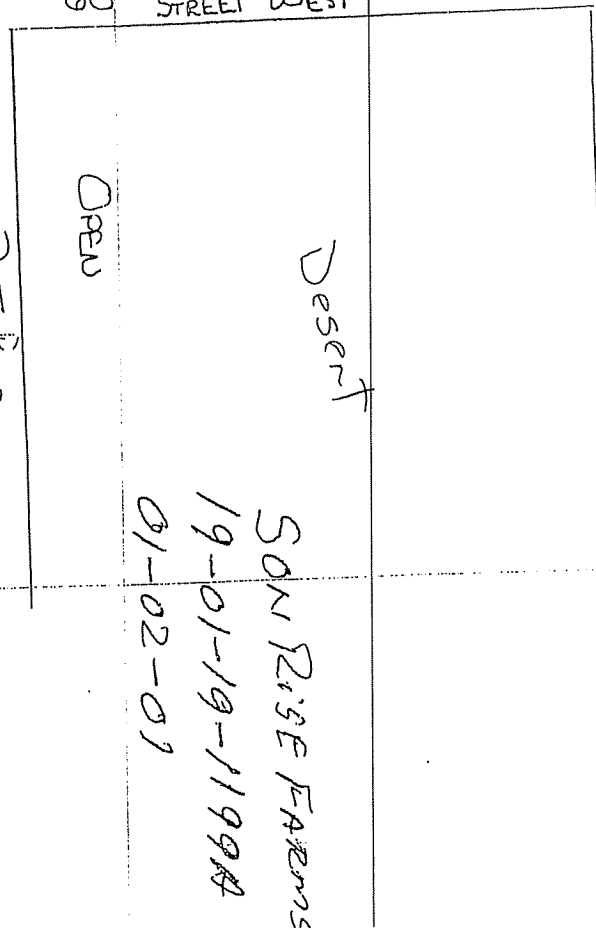
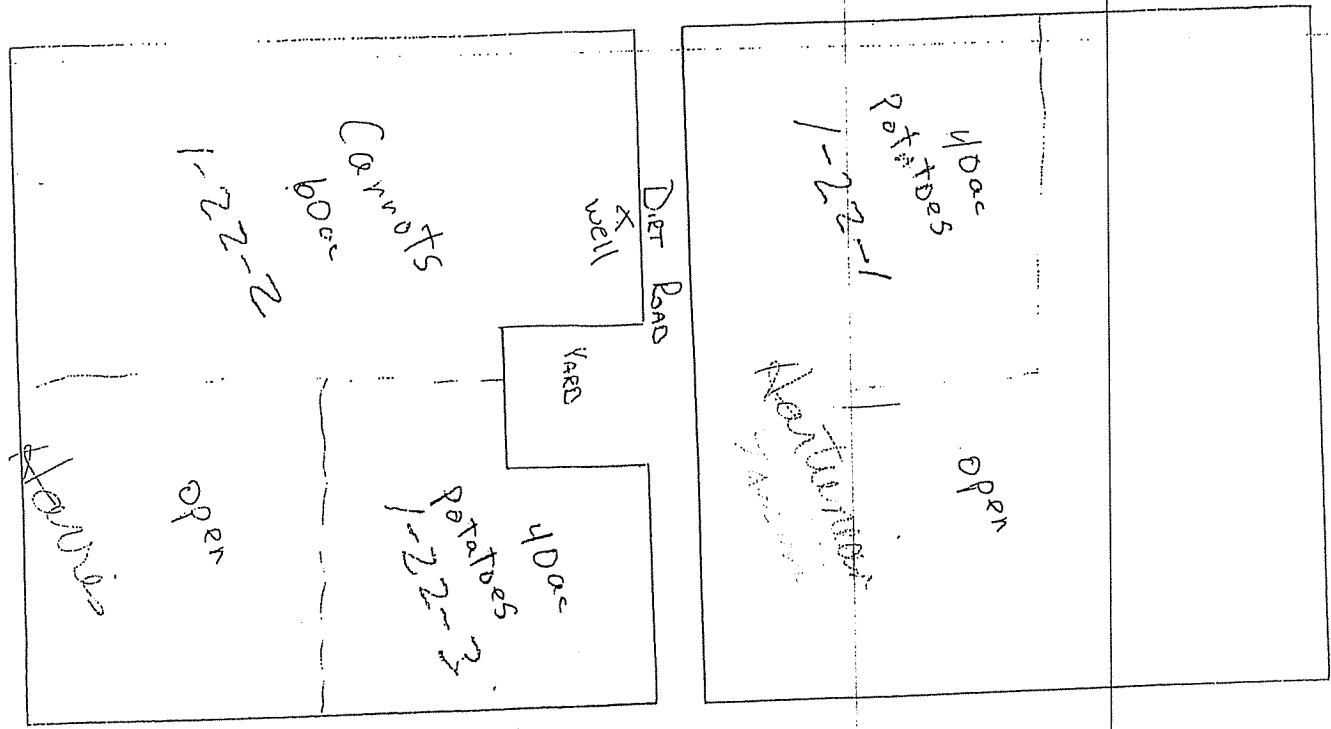
Contact People:	Phone	PCO	PCA	PCD	Other
PACIFIC EDITORS	OCEAN SIDE	11	11	11	11

N ↑

8N 13W

AVENUE D (Hwy 128)

60TH STREET WEST



3 Homes Occupied

6N 9W

Dirt Road

1-34-3

DESERT NORTH
75 ACRES

OPEN

N
↑

Dirt Road

1-34-4

DESERT SOUTH
75 ACRES
CARETOTS

SONRISSE FARMS
19-01-19-1199A
01-02-01

170TH STREET EAST

Dirt Road

1-34-1

BROWN
65 ACRES
CARETOTS

1-34-2

BROWN
80 ACRES
CARETOTS

OPEN

Pump

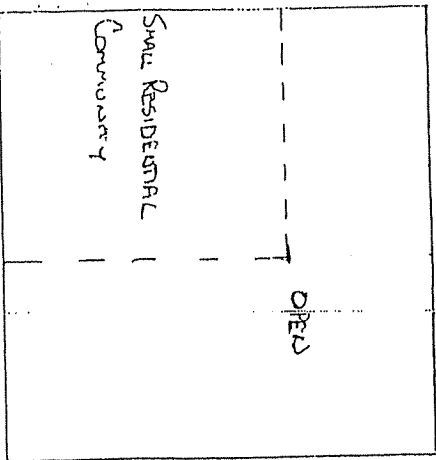
Pump

OPEN

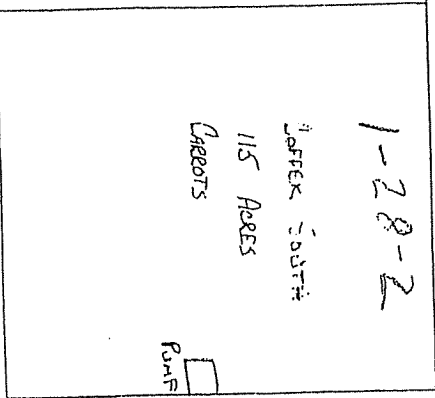
1 Home
Occupied

EN

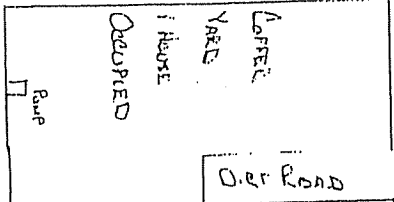
40TH STREET EAST



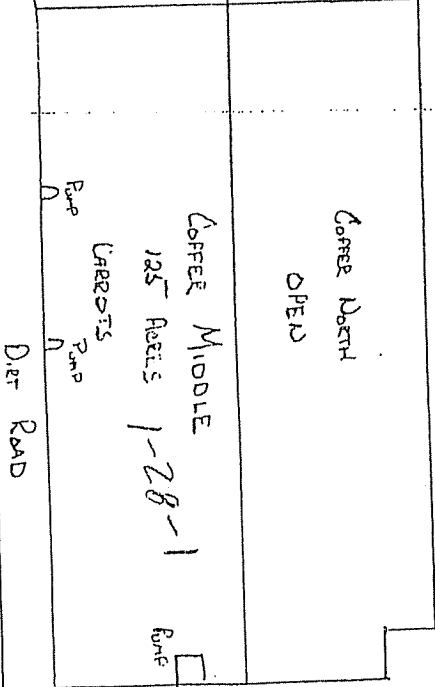
DIRT ROAD



1-28-2

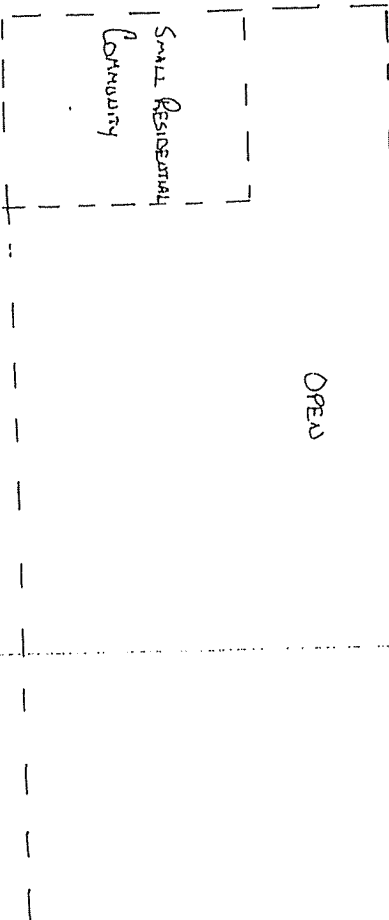


DIRT ROAD



DIRT ROAD

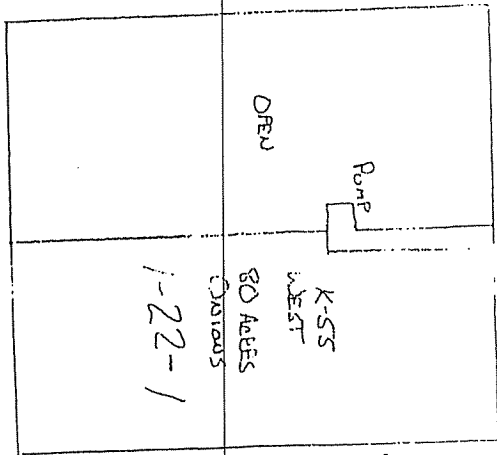
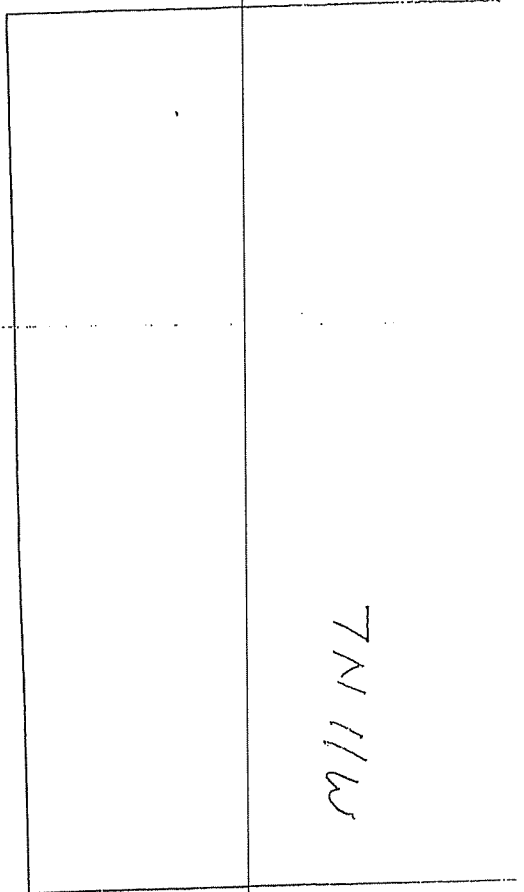
50TH STREET EAST



ALFA FIELD

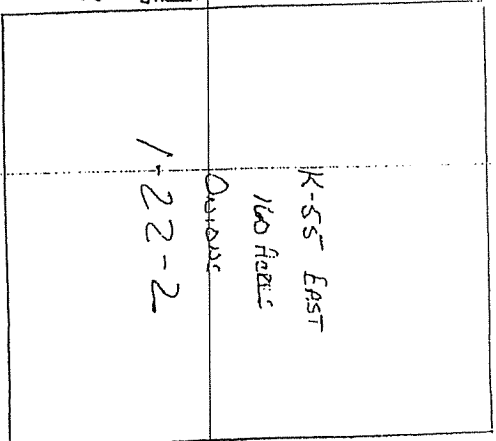
SON RISE FARMS
19-01-19-1199A
01-02-01

7N11W



1-22-1

55TH STREET EAST DIRT ROAD



1-22-2

OPEN

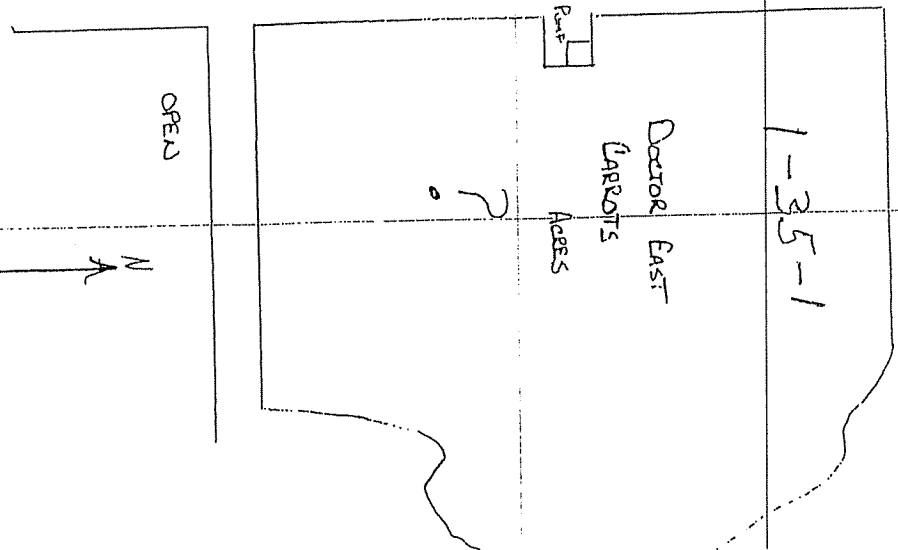
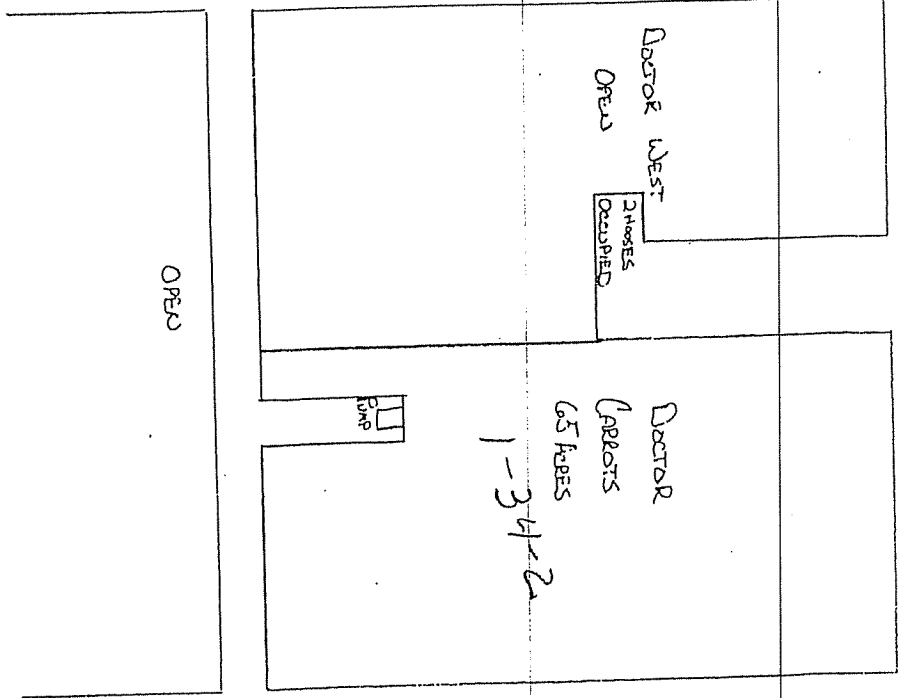
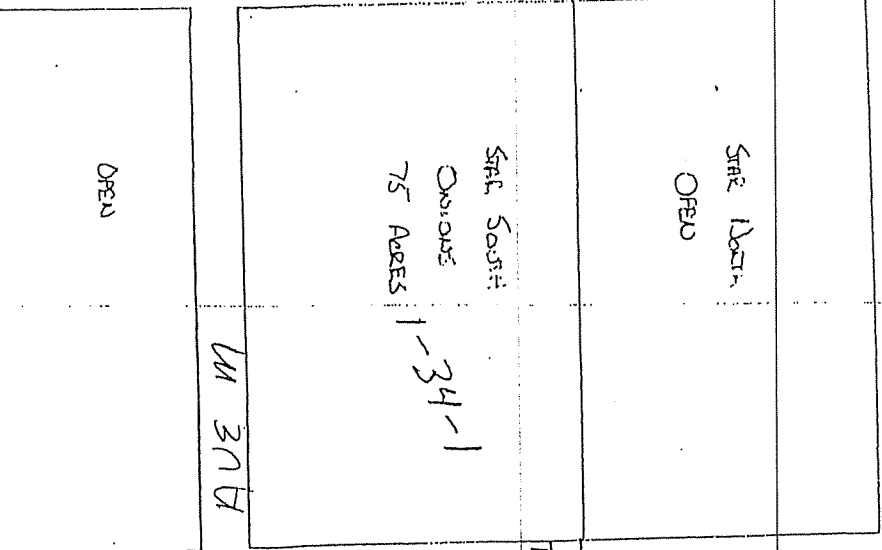
East Road

7N 11W

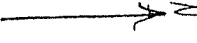
Dir Road

SOUTH STREET EAST

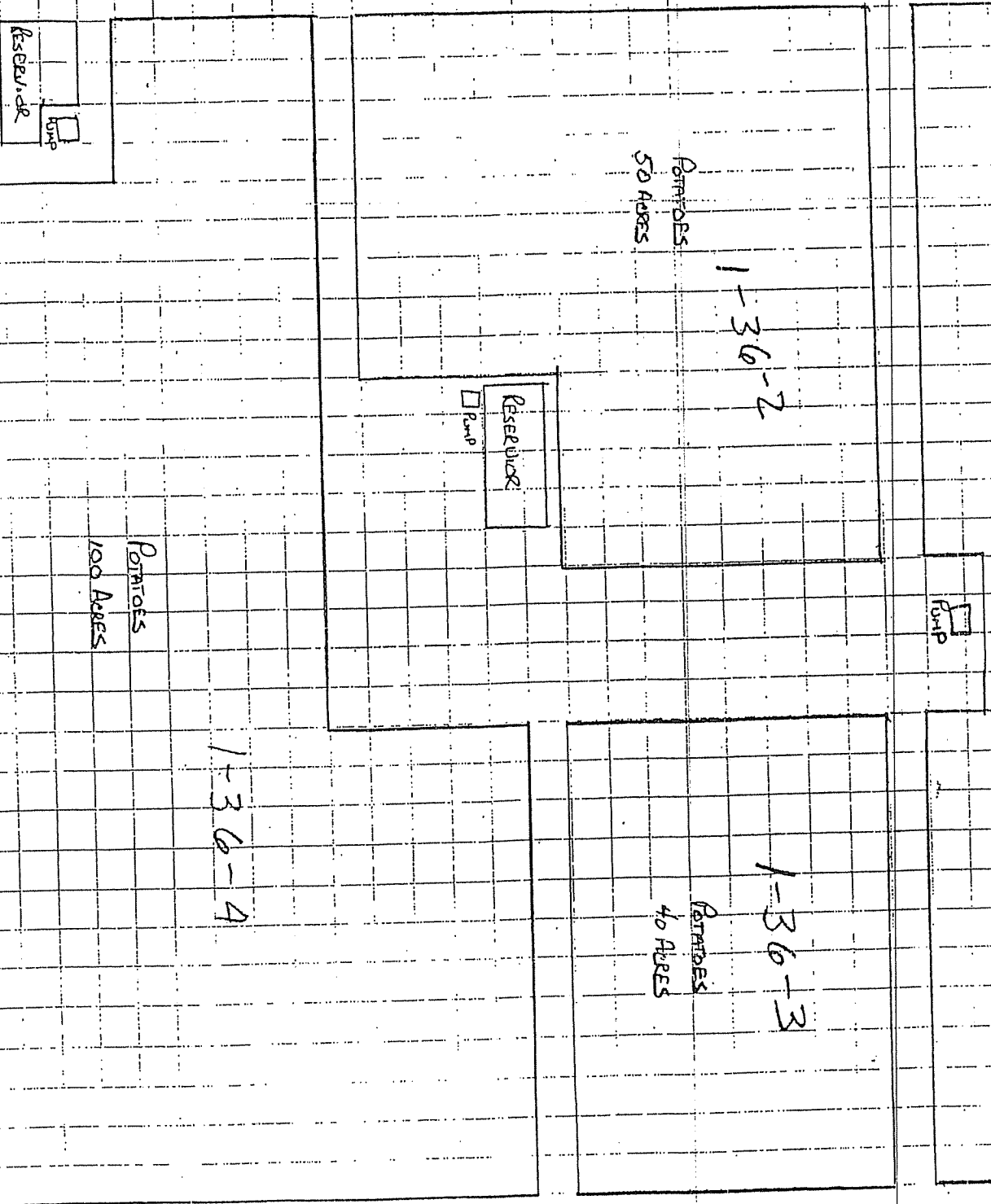
SOUTH STREET EAST



Son Rise Farms
19-01-19-1199A
01-02-01



END



Avenue B

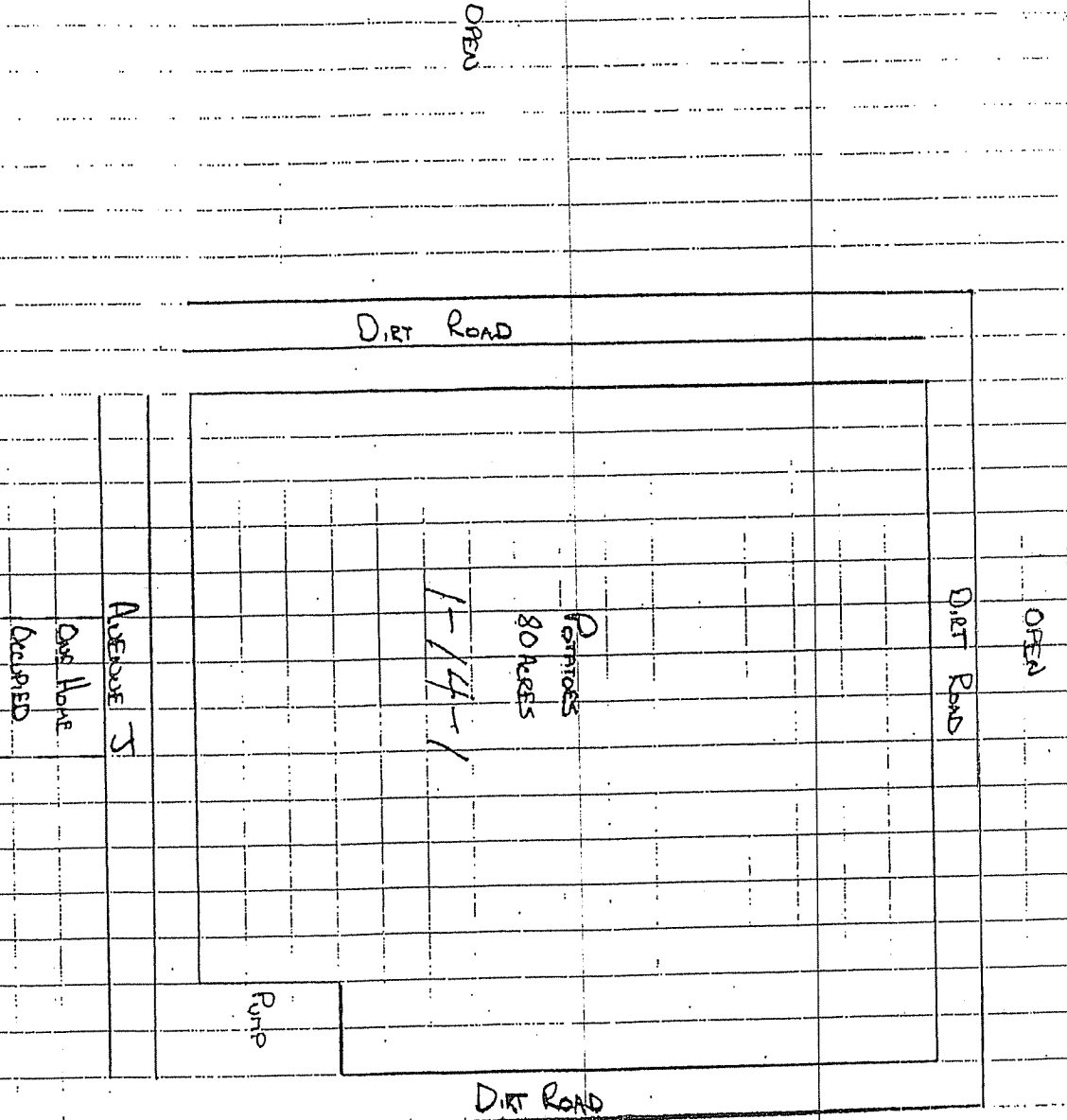
OPEN

Home's

SUNRISE FARM
19-01-19-1199A
2-9-01

ADAMS SOUTH
190 ACRES
100 FT. WEST AND AVENUE

36
BN 14W
S



Avale Ranch

Location: One Mile East of 50th Street East, On Avenue S.

SOM RISE FARMS

19-01-19-1199A

2-9-01

14 7N 11W S

36 14W 8N15



OPEN HOMES

Open

Avenue F

CARPORTS

80 ACRES

1-36-1



POND

Old Road

DEED

AKASODE NORTH
1 Mile North 100th STREET W
Avenue G

SONDISE FARMS

19-01-19-1199A

2-9-01

DREN

ALLENDE S

CHURCH

80 ACRES

1-5-1

END

PAID

TORRER

160 ACRES

EAST

1/2 MILE EAST OF 165TH AND ALLENDE S

WEST

5

5

5

5

5

SOMERISE FARM

19-01-19-1199A

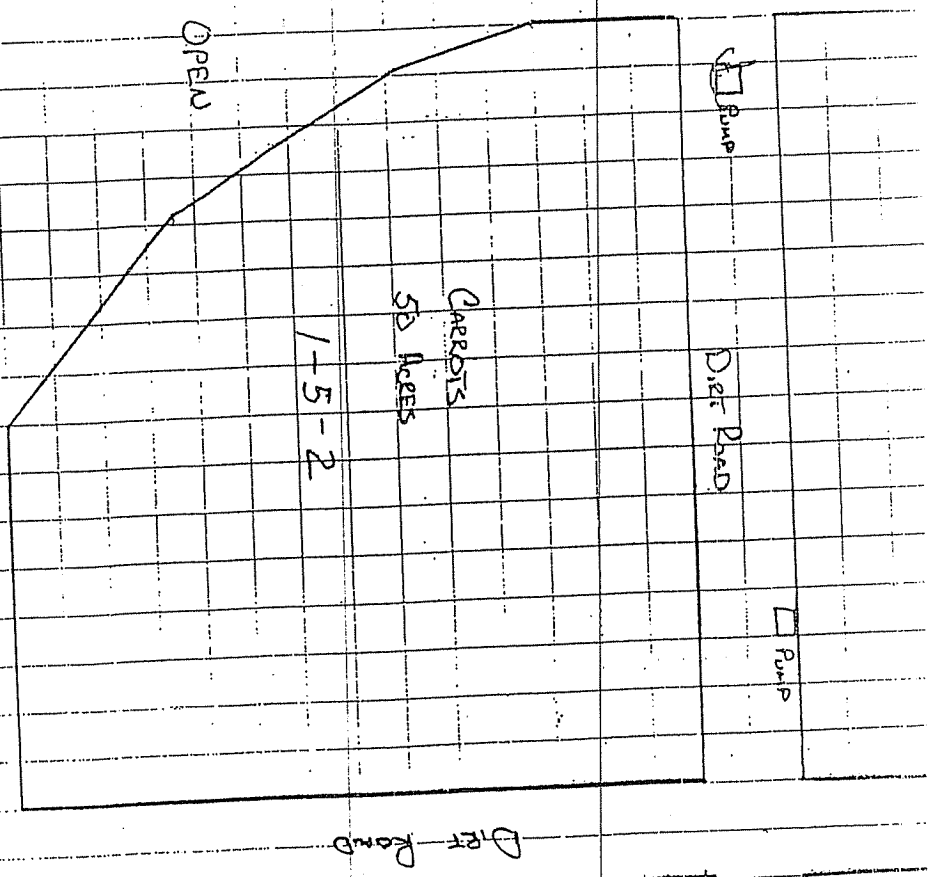
2-9-01

2

TUBER SOUTH
EAST AND RIVIERA S.
100 STREET
1/2 MILE SOUTH ON 100TH

5 ~~ONE~~
5 INC 9W 5

SONRISSE FARMS
19-01-19-1199A
2-9-01



Restricted Materials Permit /LD. Number

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

ID/permit #: 19-01-19-119917

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Unit	Meridian Condition
1-28-1	POTATOES (code: 14013-0 6160, 1050, 3830, 5540	1	28	6N	9W	S 55A
1-28-2	CARROTS (code: 29111-0 6160, 1050, 3830, 5540		28	6N	9W	S ? 120AC
1-28-3	POTATOES 6160, 1050, 5540,		28	6N	9W	S 50A
1-32-1	POTATOES SHERLEI2		32	6N	9W	S 40A
1-32-2	CARROTS BACK 40 NORTH		32	6N	9W	S 40A
1-33-1	POTATOES BACK 40 SOUTH		33	6N	9W	S 95A
	Big field NORTH UNPLANTED AG (code: 66000-0					SAC ENH SITE

Restricted Materials Permit / I.D. Number

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

ID/permit #: 19-01-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Unit	Meridian Condition
1-33-2	CARROTS	1	33	6N	9W	S
	Big field south			95A		
1-33-3	CARROTS		33	6N	9W	S
				80A		
1-34-3	? Potatoes		34	6N	9W	S
	YARD south			75A		
1-34-4	CARROTS		34	6N	9W	S
	DESERT NORTH			75A		
1-34-1	CARROTS		34	6N	9W	S
	DESERT SOUTH			65A		
1-34-2	ONIONS (code: 14011-0)		34	6N	9W	S
	BROWN			80A		
6160, 3830, 1050, 1980				BROWN		
5 AC EACH SITE						

Restricted Materials Permit /I.D. Number

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

ID/permit #: 19-01-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
1-34-1	ONIONS	1	34	TN	11W	S
	STAR SOUTH			75A		
1-34-2	CARROTS		34	TN	11W	S
	DOCTOR			65A		
1-35-1	CARROTS		35	TN	11W	S
	DOCTOR EAST			? 120		
1-22-1	ONIONS		22	TN	11W	S
	K-55 WEST			80A		
1-22-2	ONIONS		22	TN	11W	S
	K-55-EAST			160A		
1-28-1	CARROTS		28	TN	11W	S
	COPPER MIDDLE			125A		
	UNIDENTIFIED AREA			5A EACH SITE		

Restricted Materials Permit /I.D. Number

Firm: SON RISE FARMS

ID/permit #: 19-01-19-1199A

Employees handle pesticides (Y or N) | |

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range	Meridian Condition
1-28-2	CARROTS	1	28	7N 11W	115A	S
	COFFER SOUTH					
1-22-1	POTATOES		22	8N 13W	40A	S
	1-55					
1-22-2	CARROTS		22	8N 13W	60A	S
	1-55					
1-22-3	POTATOES		22	8N 13W	40A	S
	Harris					
1-23-1	CARROTS		23	8N 13W	125A	S
	Harris					

11.11.1950 AG

5 A EACH SITE

Restricted Materials Permit /LD. Number

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

ID/permit #: 19-01-19-1190A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Unit	Meridian Condition
1-5-1	ONIONS	1	5	5N	9W	S
				80A		
1-5-2	<u>TURNER</u> CARROTS		5	5N	9W	S
				50A		
1-14-1	<u>TURNER SOUTH</u> POTATOES		1	7N	14W	S
				80A		
1-36-1	<u>AVOLE RANCH</u> CARROTS		36	8N	14W	S
				80A		
1-36-2	<u>NAKASONE NORTH</u> POTATOES		36	8N	14W	S
				50A		
1-36-3	<u>NAKASONE SOUTH</u> POTATOES		36	8N	14W	S
				40A		
	<u>NAKASONE SOUTH</u> UNCULTIVATED AG					5A EAST SITE

Restricted Materials Permit /I.D. Number

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

ID/permit #: 19-01-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Unit	Meridian Condition
--------	--	------	---------------	--------------	---------------	-----------------------

1-36-4		1	36	8N	14W	5
--------	--	---	----	----	-----	---

POTATOES 100 A

NAKAGANE GOWTH

UNCULTIVATED AG 5 AC

LOS ANGELES COUNTY AG. COMM./WEIGHTS & MEASURES

12300 LOWER AZUSA ROAD

ARCADIA, CA 91006-5872

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

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-02-191199

County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536

Expiration Date: 12/31/2002
Effective Date: 01/01/2002

JOHN CALANDRI
43933 RYCKEBOSH LANE
LANCASTER, CA 93535

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

Mobile: Minn

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

NOI required 24 hours prior to applicatic

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

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

Non-Ag Use:

Conditions: PA-19-012 (03)

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

Permit Applicant: _____

Sign: John CalandriTitle: OwnerIssue Date: 1-2-01Issuing Officer: Ray MarkIssue Date: 1-2-01

SON-RISE FARMS

Permit #: 19-02-191199A

Pesticides continued:

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

Employees handle pesticides (Y or N) [Y]

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

SON RISE FARMS

Permit #: 19-02-191199A

Site #	Location/Site Narrative	Dist	Sect	Town	Range	Meridian
	Crop			Quant	Unit	Condition

1-22-3	K-55 EAST	10	22	08N	13W	S
--------	-----------	----	----	-----	-----	---

POTATO	(Code: 14013- 0)	40.00	A
1050, 3830, 5540, 6160			

1-23-1	K-55 EAST	10	23	08N	13W	S
--------	-----------	----	----	-----	-----	---

CARROT	(Code: 29111- 0)	125.00	A
1050, 5540, 6160			

1-28-1	HEUGA	10	28	06N	09W	S
--------	-------	----	----	-----	-----	---

CARROTS			
POTATO	(Code: 14013- 0)	55.00	A
1050, 3830, 5540, 6160			

COFFER MIDDLE		10	28	06N	09W	S
---------------	--	----	----	-----	-----	---

CARROT	(Code: 29111- 0)	125.00	A
1050, 5540, 6160			

		10	28	06N	09W	S
--	--	----	----	-----	-----	---

UNCULTIVATED AG	(Code: 66000- 0)	5.00	A
99999			

1-28-2	HORSE RANCH	10	28	06N	09W	S
--------	-------------	----	----	-----	-----	---

CARROT	(Code: 29111- 0)	120.00	A
1050, 5540, 6160			

		10	28	06N	09W	S
--	--	----	----	-----	-----	---

UNCULTIVATED AG	(Code: 66000- 0)	5.00	A
99999			

1-28-3	SHELTER	10	28	06N	09W	S
--------	---------	----	----	-----	-----	---

POTATO CARROTS	(Code: 14013- 0)	50.00	A
1050, 3830, 5540, 6160		145.00	

		10	28	06N	09W	S
--	--	----	----	-----	-----	---

UNCULTIVATED AG	(Code: 66000- 0)	5.00	A
99999			

1-32-1	BACK 40 NORTH	10	32	06N	09W	S
--------	---------------	----	----	-----	-----	---

POTATO	(Code: 14013- 0)	40.00	A
1050, 3830, 5540, 6160			

CARROTS

SON RISE FARMS

Permit #: 19-02-191199A

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

1-34-2 STAR NORTH
ONIONS

34. 06N 09W S
75.00 A

SON RISE FARMS

Permit #: 19-02-191199A

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

SON RISE FARMS

Permit #: 19-02-191199A

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

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

SIGNATURE

1-02
DATE

*** Last Page ***

Materials Permit /LD. Number

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

ID/permit #: 19-19-1199A

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

UNCULTIVATED AG

5A EACH SITE

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

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

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
1-21-1	ONIONS	1	21	7N	11W	S
K-40			160A			
1-21-2	ONIONS		21	7N	11W	S
K-45 NORTH			45A			
1-21-3	ONIONS		21	7N	11W	S
K-45 South			43A			
1-23-1	ONIONS	23	7N	11W	S	
J-8462			50A			
1-23-2	ONIONS	23	7N	11W	S	
K-70			80A			
1-22-1	ONIONS	22	7N	11W	S	
J-53			80A			

UNCULTIVATED Ag

5A EACH SITE

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

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
--------	--	------	------	------	-------	----------

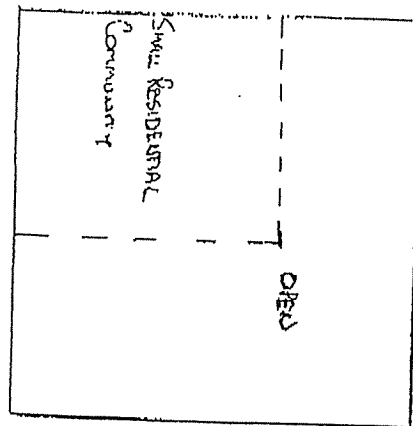
1-28-1	COFFEE South	10	28	TN	11W	S
--------	--------------	----	----	----	-----	---

ONIONS

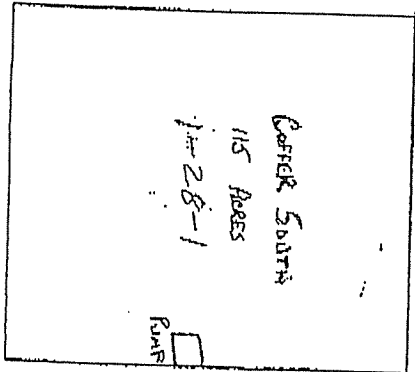
115A

6/60

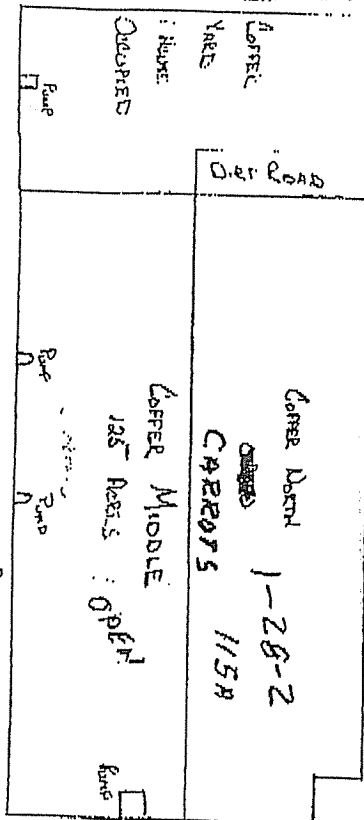
HOMES



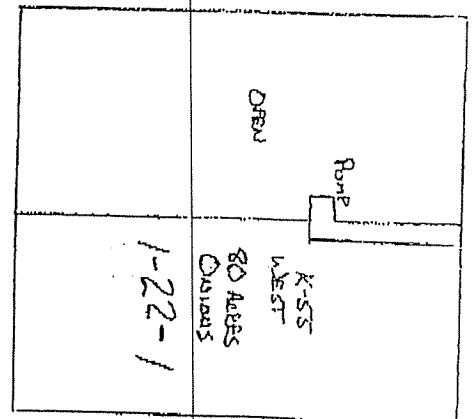
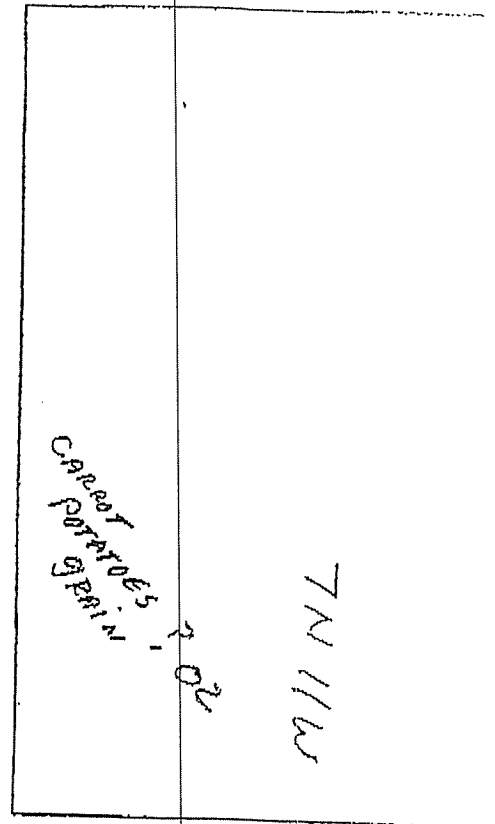
Dirt Road



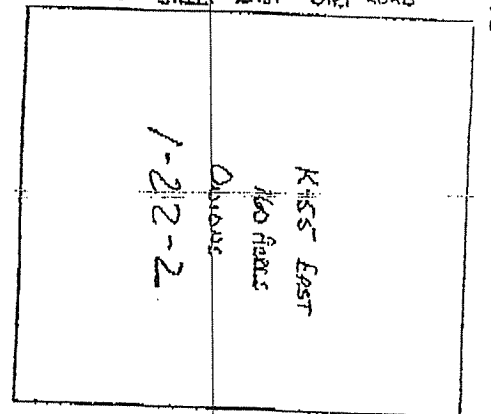
Dirt Road



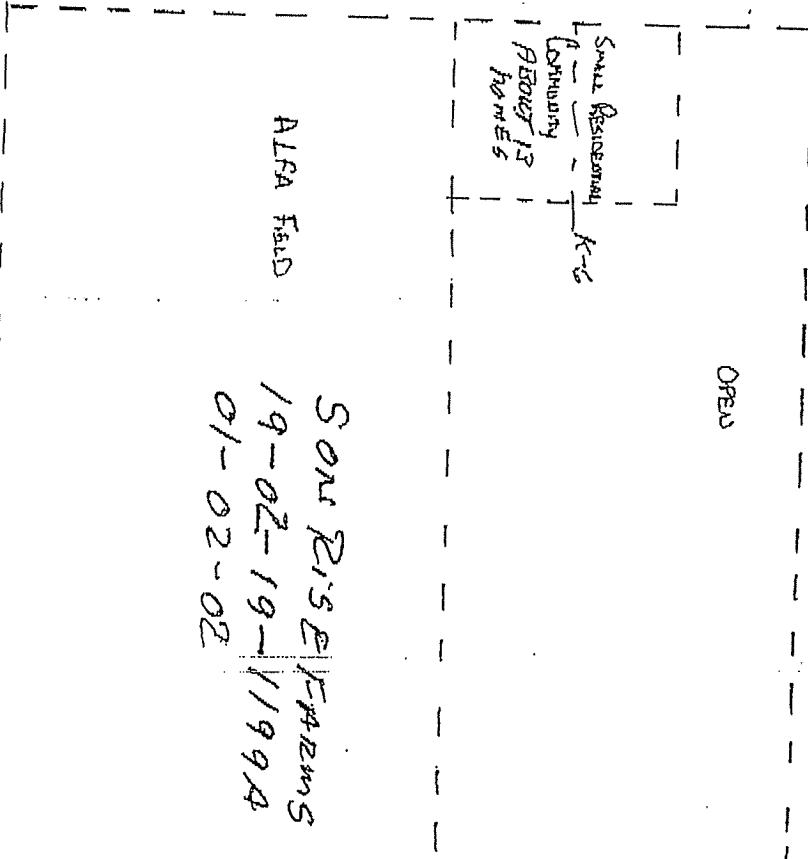
50 TH STREET EAST



55 TH STREET EAST DIRT ROAD



Dirt Road



Restricted Materials Permit /ID. Number

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

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

UNCULTIVATED AG

5A EACH SITE

23 TM !! W

SON RISE FARMS
19-02-19-1199

Ave. N

Open

Open

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

carrots

carrots

Open

carrots

well

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

well X

Ave K

Open

□
A082

Орел.

Open

K-70
U-8 & 62

North ↑ SON RISE FARMS

21 7N 11 W

19-02-19-1199

40th
East

50th
East

HOMES

"SENSITIVE AREA"

open

carrots

160 ac
Onions
K-40
1-21-1
well

1-21-2
45 ac
Onions
K-45-North
1-21-3
45 ac
Onions
K-45-South

carrots

carrots

open

Ave. K
carrots

K-40
K-45 North
K-45 South

North ↑

SON RISE FARMS
22.7N 11W
19-02-19-1199'

50th
East

55th
East

open

open

Ave. J

open

carrots

X well

80 ac.
ONIONS

J-55

1-22-1

X well

Wheat

carrots

J-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)575-5462

601-72948-1088

LANCERS

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-03-191199A

County HQ District #: 10

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

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

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

minn

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

NOI required 24 hours prior to application

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

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

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 used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant:

Sign: Ken Stacy

Title: Foreman

Issue Date: 1-7-03

Issuing Officer:

Issue Date: 1-7-03

Ken Stacy 1-7-03

RESTRICTED MATERIALS PERMIT cont.

Permit #: 19-03-191199A

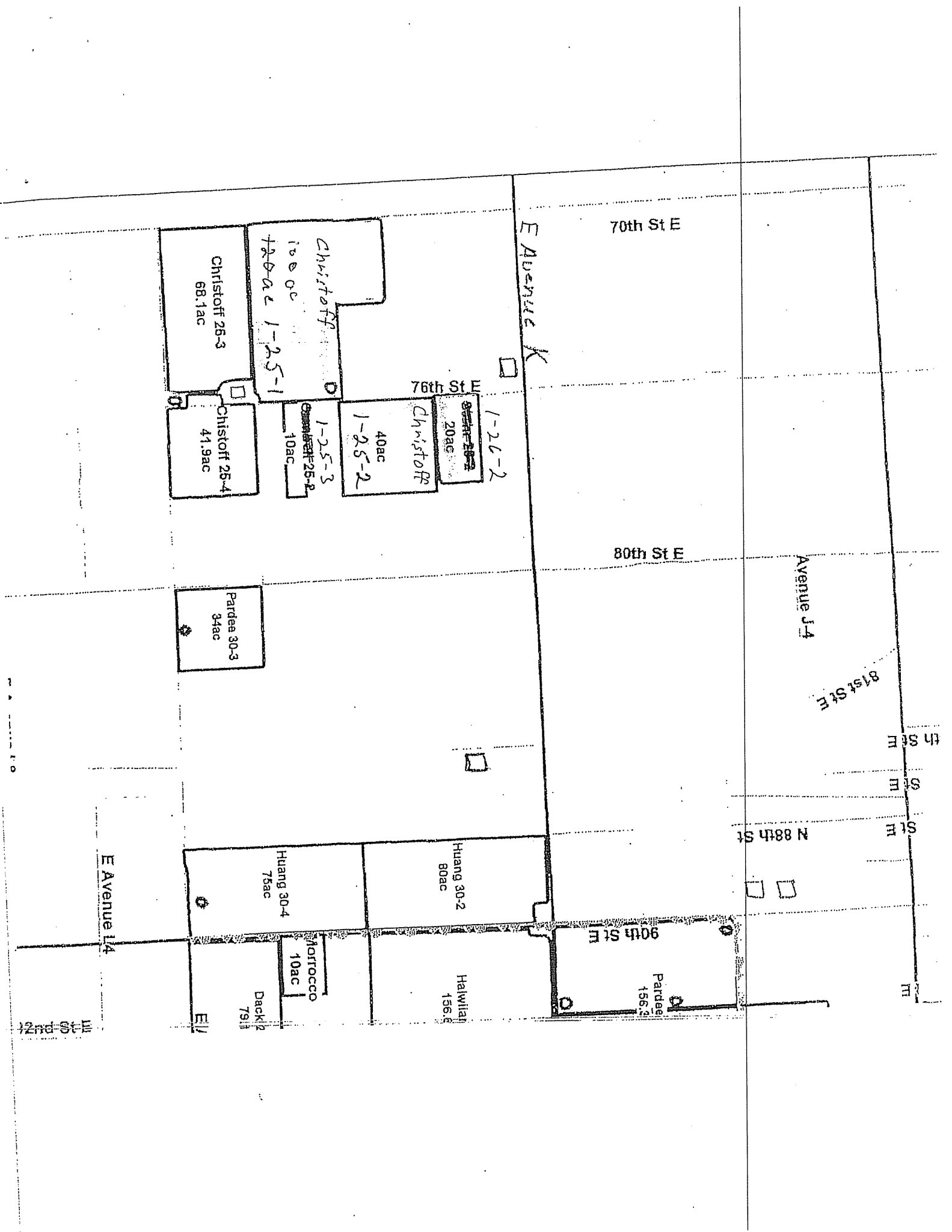
SON RISE FARMS
Pesticides continued:

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

Employees handle pesticides (Y or N) [Y]

WORKSHEET

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



70th St E

E Avenue K

76th St E

1-26-2
20ac

Christoff

1-25-2
40ac

1-25-3
10ac

Christoff
1-25-1
10ac

Christoff 25-3
68.1ac

Christoff 25-4
41.9ac

Pardee 30-3
34ac

80th St E

Avenue J

81st St E

82nd St E

83rd St E

84th St E

N 88th St

90th St E

Pardee
156.2

Huang 30-2
80ac

Halviah
156.6

Huang 30-4
75ac

Morrocco
10ac

Dack
79.1

E Avenue I

12nd St

Sonrise Farms

N

Avenue D

Salamon

64.4ac

Harris N

22-2

155.3ac

Harris W

Harris East

1-23-3

135.1ac

1-22-5

110 ac

8

0

t

h

S

t

r

e

t

W

e

s

t

W

e

s

t

W

e

s

t

W

e

s

t

7

0

t

h

S

t

r

e

t

E

a

s

t

W

e

s

t

W

e

s

t

W

e

s

t

6

0

t

h

S

t

r

e

t

W

e

s

t

W

e

s

t

W

e

s

t

W

e

s

t

Avenue F

AVENUE

General W

35

34

33

32

31

30

29

28

27

26

25

24

23

22

21

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

3

2

1

0

-1

-2

-3

-4

-5

-6

-7

-8

-9

-10

-11

-12

-13

-14

-15

-16

-17

-18

-19

-20

-21

-22

-23

-24

-25

-26

-27

-28

-29

-30

-31

-32

-33

-34

-35

-36

-37

-38

-39

-40

-41

-42

-43

-44

-45

-46

-47

-48

-49

-50

-51

-52

-53

-54

-55

-56

-57

-58

-59

-60

-61

-62

-63

-64

-65

-66

-67

-68

-69

-70

-71

-72

-73

-74

-75

-76

-77

-78

-79

-80

-81

-82

-83

-84

-85

-86

-87

-88

-89

-90

-91

-92

-93

-94

-95

-96

-97

-98

-99

-100

-101

-102

-103

-104

-105

-106

-107

-108

-109

-110

-111

-112

-113

-114

-115

-116

-117

-118

-119

-120

-121

-122

-123

-124

-125

-126

-127

-128

-129

-130

-131

-132

-133

-134

-135

-136

-137

-138

-139

-140

-141

-142

-143

-144

-145

-146

-147

-148

-149

-150

-151

-152

-153

-154

-155

-156

-157

-158

-159

-160

-161

-162

-163

-164

-165

-166

-167

-168

-169

-170

-171

-172

-173

-174

-175

-176

-177

-178

-179

-180

-181

-182

-183

-184

-185

-186

-187

-188

-189

-190

-191

-192

-193

-194

-195

-196

-197

-198

-199

-200

-201

-202

-203

-204

-205

-206

-207

-208

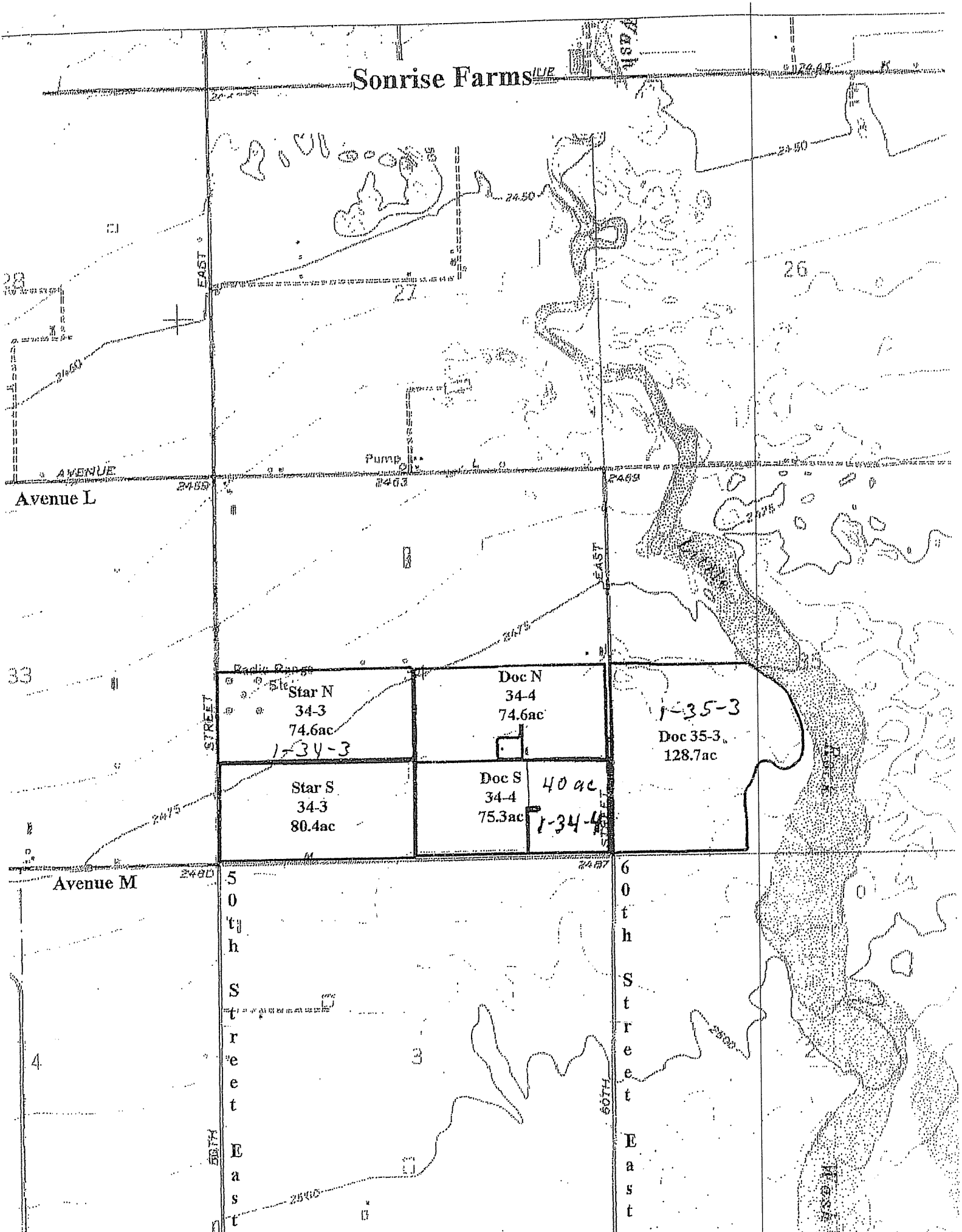
-209

-210

-211

-212

Sonrise Farms



Avenue P-12

Chuka Ave

Lake Los Angeles
Middle Sch

Palmdale Blvd

Huego 29-4
51.7ac

Horse 28-3
124.6ac

Shelter 28-4
142.6ac

Ajamian
40ac

E Avenue R

Back 32-2N
40.3ac

Big Field 33-1N
95.7ac

Yard 33-2N
72.4ac

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

Back 32-2S
42.7ac

Big Field 33-1S
105.7ac

Yard 33-2S
88.4ac

Desert 34-1S
78.3ac

Brown 34-3
150.9ac

E Avenue S

Turner 5-1W
84.3ac

Turner
EAST

Turner 5-1 S
42.9ac

1-5-2
85.5ac

E Avenue S4

E Avenue S8

St E

162nd St E

158th St E

159th St E

160th St E

170th St E

171st St E

172nd St E

173rd St E

180th St E

154th St E

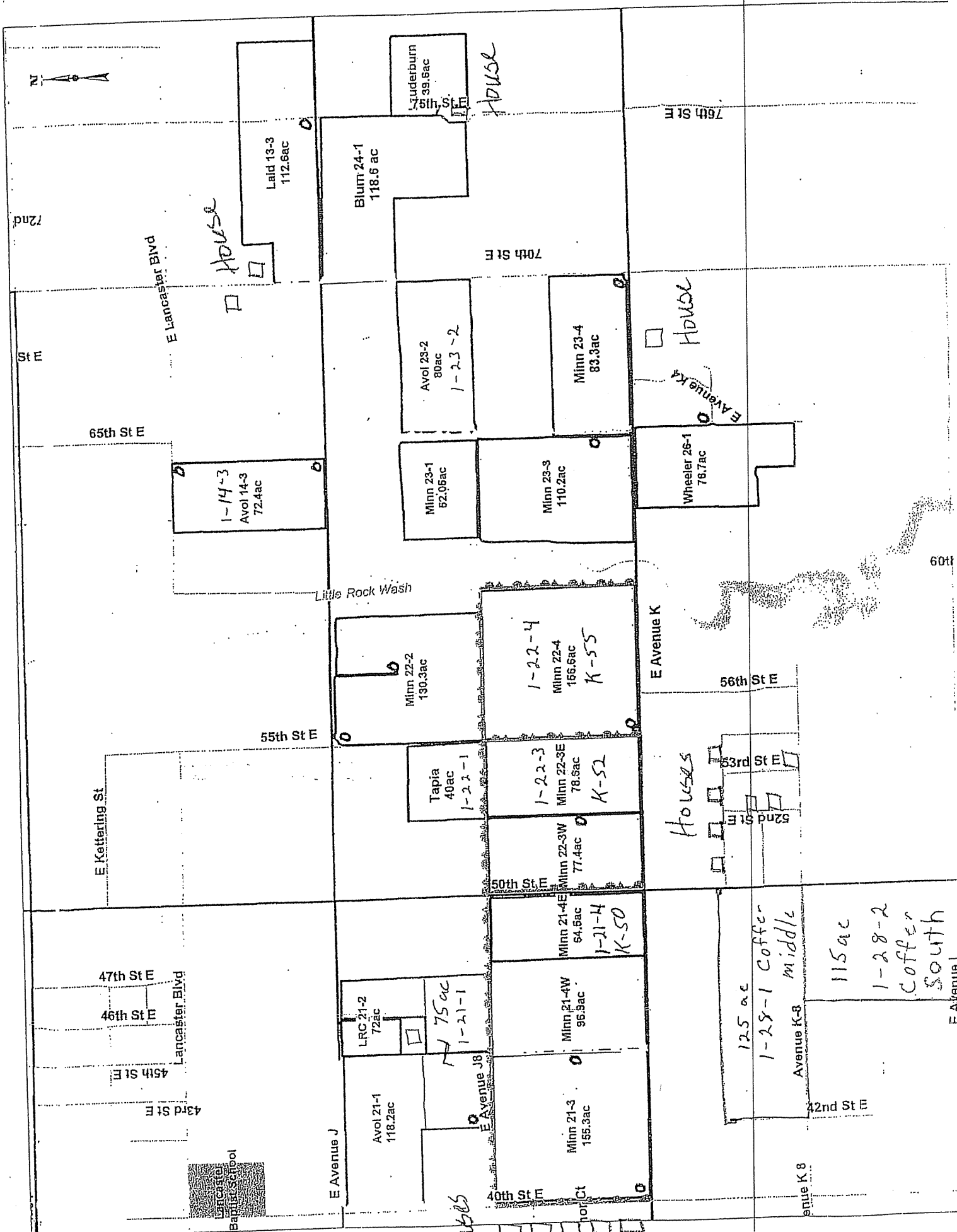
156th St E

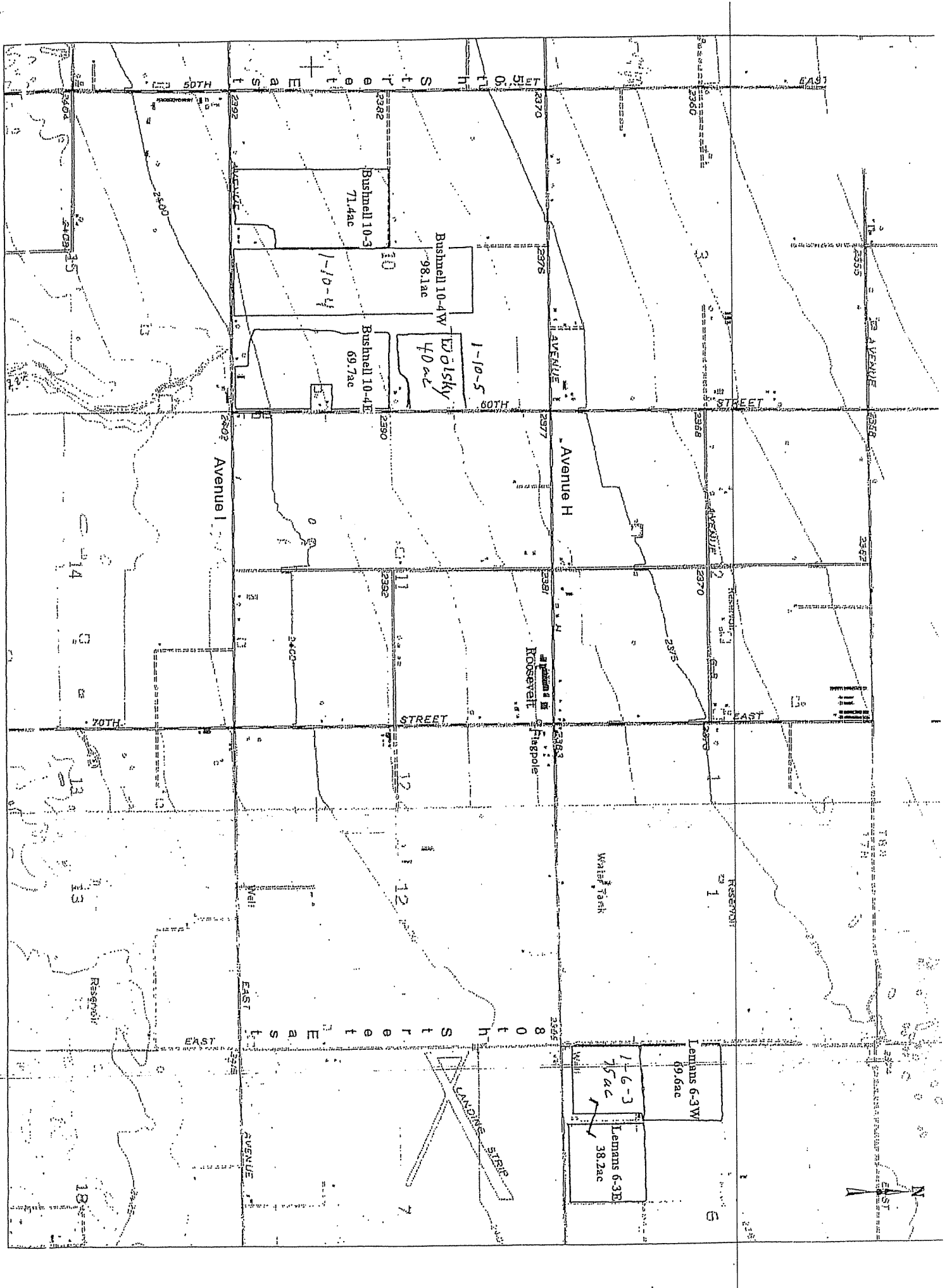
ave Q-7

155th St E

Antelope Hwy

154th St E
ave R-8





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
PALMDALE, CA 93551

Expiration Date: 12/31/2004
Effective Date: 01/01/2004

KEN STACY
752 WEST AVENUE L
LANCASTER, CA 93534

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

Mobile: Minn

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

NOI required 24 hours prior to application

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

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

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 used in the treatment. [Form PR-ENF-125 (Rev. 07/92) Pesticide Enforcement Branch]

Permit Applicant: Ken Stacy

Sign: Ken Stacy

Title: Foreman

Issue Date: 1-16-04

Issuing Officer: Gary P. Mark

Issue Date: 1/16/04

I AM FAMILIAR WITH THE REQUIREMENTS OF LOS ANGELES COUNTY'S LOBBYIST ORDINANCE NO. 930031.

K.S. 1-16-04

RESTRICTED MATERIALS PERMIT cont.

Permit #: 19-04-191199A

SON RISE FARMS

Pesticides continued:

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

Employees handle pesticides (Y or N) |Y|

Contact People:

Phone

PCO

PCA

PCD

Other

~~OSTAN SIDE~~~~PASTOR ROTORS~~

<u>Onions</u>	<u>Acres</u>	<u>Site #</u>	<u>Sec.</u>	<u>Twn.</u>	<u>Rng.</u>
Desert South	✓ 75	1-34-1	34	6N	9W
Yard South	✓ 80	1-33-1	33	6N	9W
Kochen	✓ 280	1-30-1	30	7N	10W
Kochen West	✓ 40	1-25-2	25	7N	11W
Christoff	✓ 100	1-25-1	25	7N	11W
K-70	✓ 80	1-23-1	23	7N	11W
Blum	✓ 160	1-24-1	24	7N	11W
Avole East	✓ 80	1-23-3	23	7N	11W
J-8	✓ 60	1-23-2	23	7N	11W
Wolsky	✓ 40	1-10-2	10	7N	11W
Bushnell	✓ 40	1-10-1	10	7N	11W
K-45	✓ 100	1-21-4	21	7N	11W
K-40	✓ 80	1-21-3	21	7N	11W
Kyle	60	1-33-1A	33	7N	11W

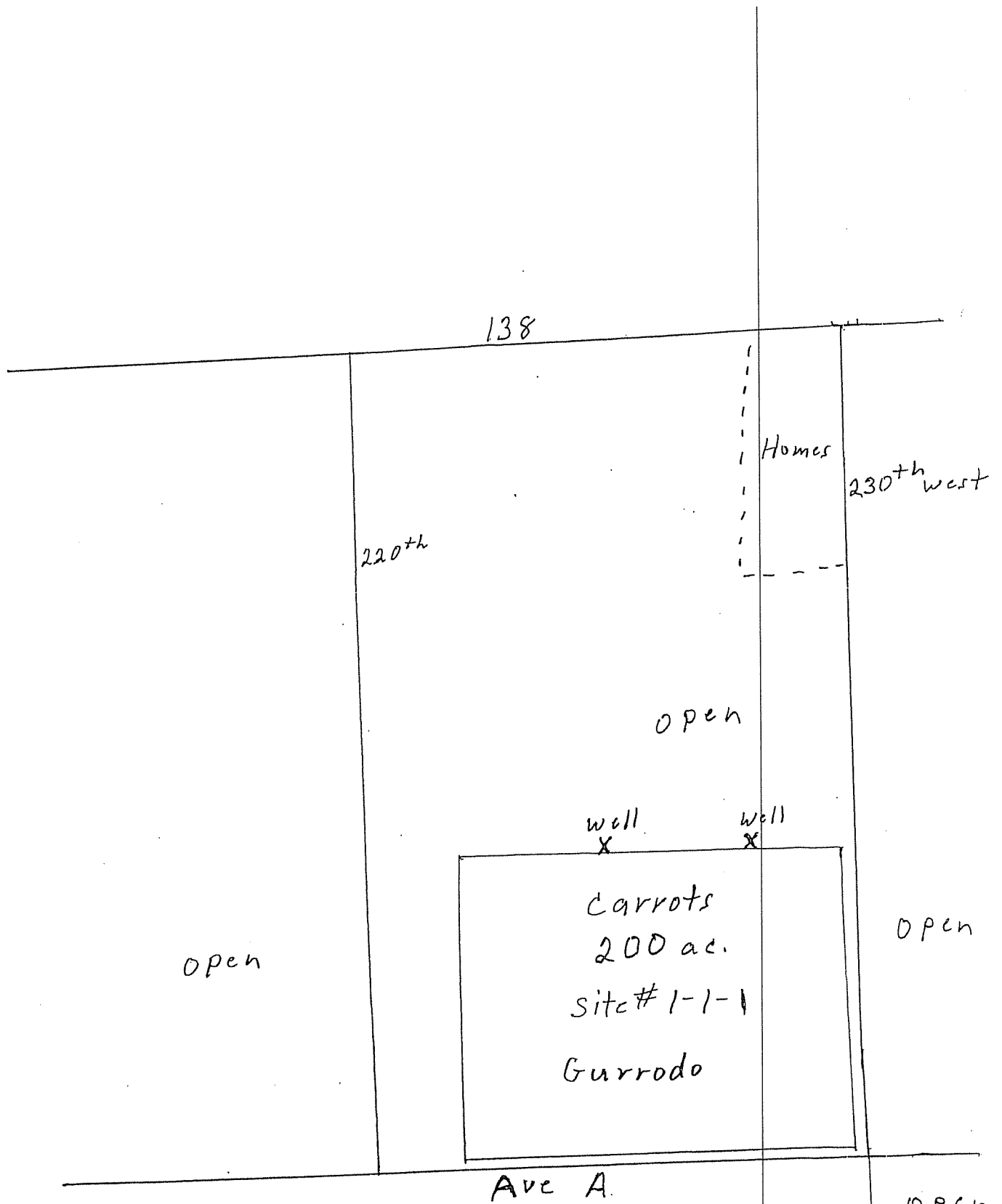
<u>Carrots</u>					
Coffer South	✓ 150	1-28-2	28	7N	9W
Coffer North	✓ 125	1-28-3	28	7N	9W
Hartanian	✓ 155	1-22-2	22	8N	9W
Nakasone	✓ 198	1-36-1	36	8N	14W
Home	✓ 160	1-8-1	8	8N	15W
Guerrero	200	1-1-1	1	8N	16W

<u>Onions</u>	<u>Acres</u>	<u>Site #</u>	<u>Sec.</u>	<u>Twn.</u>	<u>Rng.</u>
Desert South	✓ 75	1-34-1	34	6N	9W
Yard South	✓ 80	1-33-1	33	6N	9W
Kochen	✓ 280	1-30-1	30	7N	10W
Kochen West	✓ 40	1-25-2	25	7N	11W
Christoff	✓ 100	1-25-1	25	7N	11W
K-70	✓ 80	1-23-1	23	7N	11W
Blum	✓ 160	1-24-1	24	7N	11W
Avole East	✓ 80	1-23-3	23	7N	11W
J-8	✓ 60	1-23-2	23	7N	11W
Wolsky	✓ 40	1-10-2	10	7N	11W
Bushnell	✓ 40	1-10-1	10	7N	11W
K-45	✓ 100	1-21-4	21	7N	11W
K-40	✓ 80	1-21-3	21	7N	11W
Kyle	60	1-33-1A	33	7N	11W

Carrots

Coffer South	✓ 150	1-28-2	28	7N	9W
Coffer North	✓ 125	1-28-3	28	7N	9W
Hartanian	✓ 155	1-22-2	22	8N	9W
Nakasone	✓ 198	1-36-1-	36	8N	14W
Home	✓ 160	1-8-1-	8	8N	15W
Guerrero	200	1-1-1	1	8N	16W

Duplicate



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

1-8N-16W

North

West 1'

110th West

Open

100th

X well

X well

Open

Carrots

198 ac

Site # 1-36-1

Nakasone

X well

crop

crop

[Howe]

90th West

Homes

Ave G

Ave F

36 - 8N - 14W

Son Rise Farms

19-04-19-11 99A

1-23-04

EAST

Homes

Alfalfa

Open

House

50th

X well

X well

Ave L

Site # 1-21-4

100 ac
Onions

K-45

Ave K

125 ac
Carrots
Coffer North

X well

Site # 1-28-3

X well

Open

150 ac
Carrots
Site # 1-28-2
Coffer North

X well

80 ac
Onions

K-40

Site #
1-21-3

X well

40th

House
X well

X well

1-Homes

SON RISE FARMS

19-04-19-1199A

11/23/04

60 ac
Onions
Kyle
Site #
1-33-1A

X well

33-7N-11W

21-7N-11W

Homes

Open

28-7N-11W

SON RISE FARMS

11/16/04

19-04-19-1199A

Open

75 ac.
Onions
Site # 1-34-1

Desert South

Crop

Crop

34-6N-9W

170th East

R-4

80 ac.
Onions
Site # 1-33-1

Open

Crop

Yard South

shop

well X

33-6N-9W

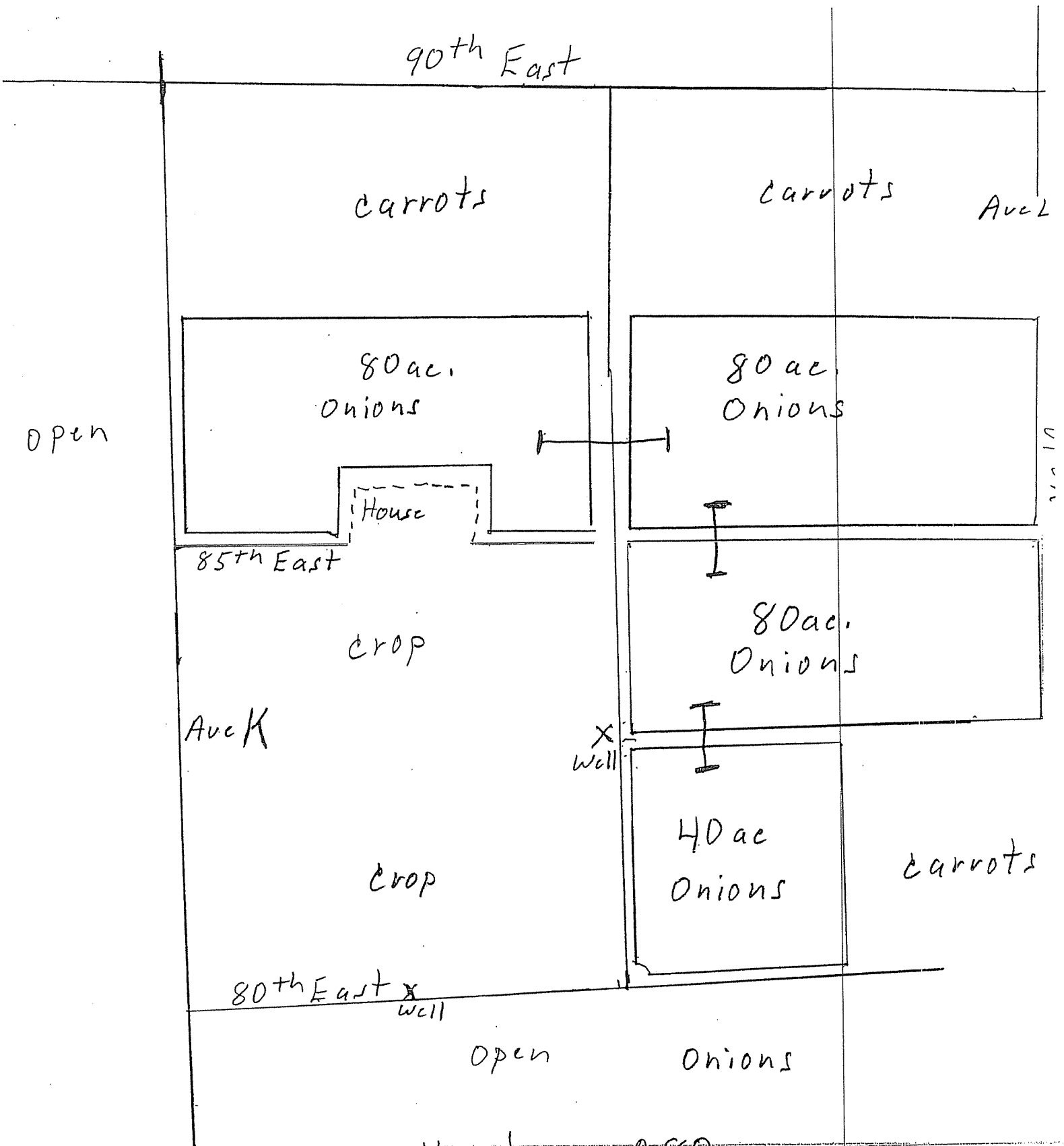
165th East

X well

Ave R

Crop

SON RISE FARMS
19-04-19-1199A
1/23/04



Kochen 280 ac

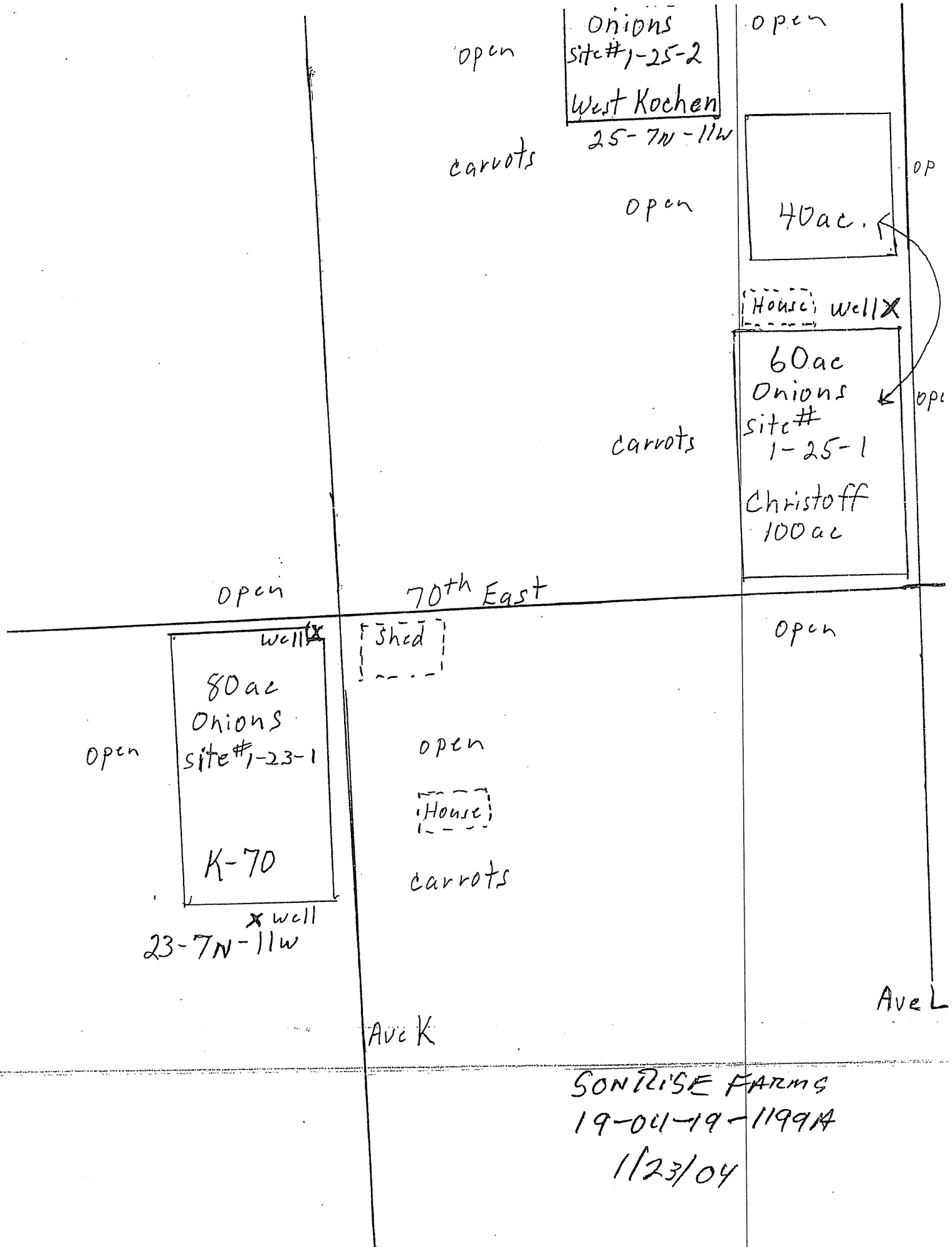
Site # 1-30-1

30-7N-10W

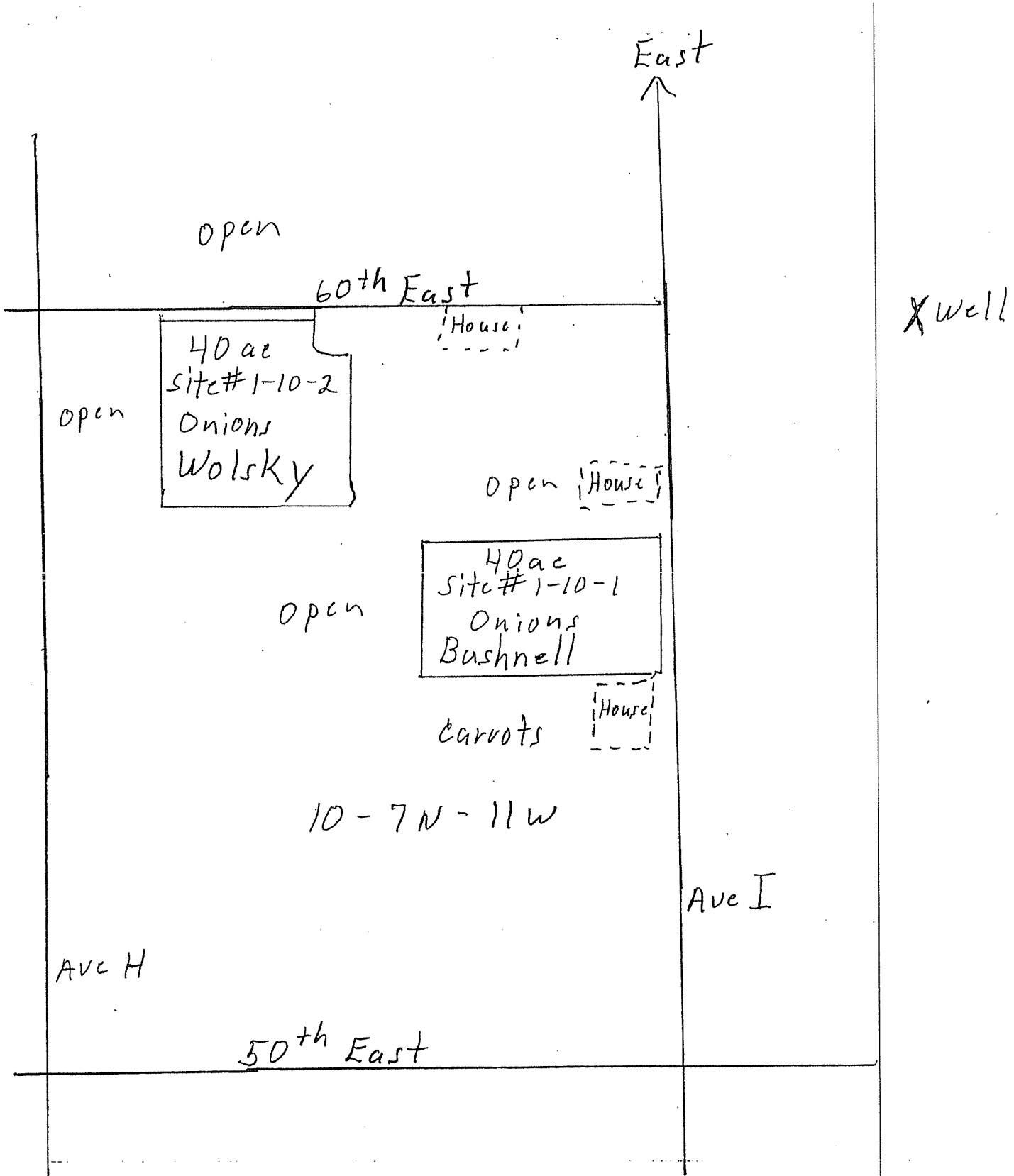
SONRISE FARMS

19-04-19-1199

11/23/04



SONRISE FARMS
19-04-19-1199A
1/23/04



SONRISE FARMS
19-04-19-1199A
1/23/04

East
↑

open

40 ac
onions

open

House

onions

120 ac
onions

open

160 ac
site # 1-24-1
Blum

open

24-7N-11W

North

70th east

Ave J

open

80 ac
onions
site # 1-23-3
Avoile E

SUNRISE
FARMS
19-04-19-1199,
11/23/04
Carrots

well
X

23-7N-11W

50 ac
onions
site # 1-23-2
J-8



Los Angeles County Agriculture Dept. - Lancaster Office
335 East Avenue K-10
Lancaster, CA 93535

Phone: 661-948-8801
Fax: 661-948-1088

RESTRICTED MATERIALS PERMIT: 19-12-191199A

Operator: CALANDRI/SON RISE FARMS
3803 CAMINO HERMANOS
LANCASTER, CA 93536

Attention: STACY, KEN

191199A-2012-Version: 1

County District #: 10

Issued on: 12/28/2011

Valid as of: 1/1/2012

Expires on: 12/31/2012

Home Phone: (661) 946-9022

Office Phone:

Mobile Phone:

Fax:

Type of Use: Agricultural Use

Pesticide Possession and Use
Possession:

Permit Duration: Seasonal

Employees Handle Pesticides

Conditions:

Notices Of Intent required 24 hours
prior to application of pesticide
containing restricted materials

See condition detail
for code descriptions.

Regulatory Notes:

PA-19-005612/31/2014

I understand that this permit does not relieve me from liability for any damages to any persons or property caused by the use of these pesticides. I waive any claims 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. I have considered alternative and mitigation measures pursuant to Title 3, California Code of Regulations, section 6426. Taking into account economic, environmental, social, and technological factors, I have adopted those that are feasible and would substantially lessen any significant adverse impact on the environment.

[Form PR-ENF-125 (Rev 11/06) Pesticide Enforcement Branch]

Applicant: Ken Stacey - Foreman
(Name & Title)

Applicant Signature: Ken Stacey

Date: 12/28/2011

Issuing Officer: Gary J. Webb

Date: 12/28/2011

CONTACT LIST

<u>Name</u>	<u>Auth Rep.</u>	<u>Phone</u>	<u>License</u>	<u>Expiration</u>	<u>Contact Type</u>
-------------	------------------	--------------	----------------	-------------------	---------------------

PESTICIDES LIST

<u>Number</u>	<u>Pesticide</u>	<u>Pests</u>	<u>Forms</u>	<u>Methods</u>	<u>Applicators</u>
1050	CARBARYL	INSECTS	Wettable	Ground	PCB
3830	METHOMYL	INSECTS	Liquid	Air/Ground	Operator
3940	METHYL PARATHION	INSECTS	Liquid	Air	PCB
4840	ALUMINUM PHOSPHIDE	RODENTS	Fumigant	Other	Operator
5540	STRYCHNINE	RODENTS	Bait	Other	Operator
6260	ZINC PHOSPHIDE	RODENTS	Bait	Other	Operator
6360	2,4-D	WEEDS	Liquid	Air/Ground	PCB/Operator
16011	PARAQUAT	WEEDS	Liquid	Air/Ground	PCB/Operator
23260	MCPA	WEEDS	Liquid	Air/Ground	PCB/Operator
99999	NON-PERMIT AG PROD	ALL PESTS			

SITES LIST

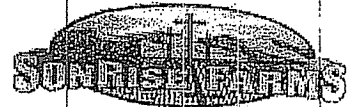
COFFER / Doctor

SONRISE FARMS 2012 ONION SEASON

Wheat

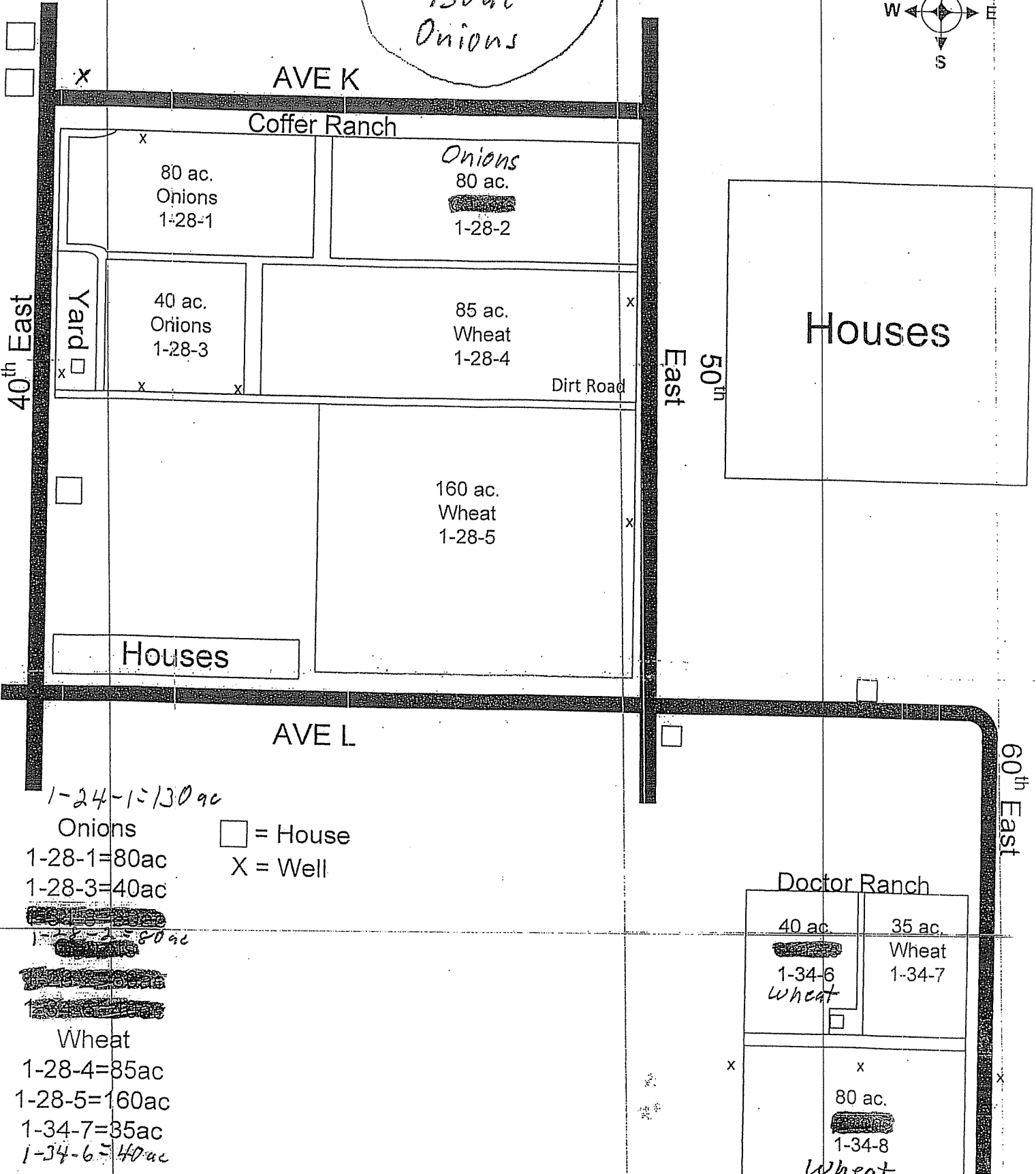
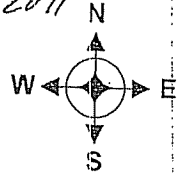
x

Minn
1-21-4
130 ac
Onions



19-12-19-1199

12/28/2011



AVE K

Coffer Ranch

80 ac.
Onions
1-28-1

Onions
80 ac.
1-28-2

40 ac.
Onions
1-28-3

85 ac.
Wheat
1-28-4

Dirt Road

160 ac.
Wheat
1-28-5

Houses

AVE L

1-24-1=130 ac

Onions

1-28-1=80ac

1-28-3=40ac

1-28-2=80 ac

1-28-4=85 ac

1-28-5=160 ac

Wheat

1-28-4=85ac

1-28-5=160ac

1-34-7=35ac

1-34-6=40 ac

□ = House

X = Well

Doctor Ranch

40 ac.

35 ac.

1-34-6
Wheat

Wheat
1-34-7

□

80 ac.

1-34-8

Wheat

60th East

PETRO LOCK, INC.

45315 N TREVOR AVE
P.O. BOX 2206
LANCASTER, CA 93534
661-948-6044

*where delivered
& split fuel*

*SM
Water*

*** I N V O I C E ***

74090
SON RISE FARMS
*861100
742 WEST AVE. L
LANCASTER, CA. 93534

INVOICE # 6047178
DATE # 06/26/02
I.D. #
TERMS #
10000

661-948-6016

PART	DESCRIPTION	UNITS	PRICE	EXTENDED
000155	DIESEL DYED 3, NA1993, FG111EPA B	7,433.00	.761	5,656.51
00	SPLIT DELIVERY	1.00	25.00	25.00
	CALIF SALES TAX PAY	5,681.51	.0325	184.65
	3,960 gal to 70th & K 3,473 gal K-45E			
	TOTAL			5,866.16

* REFORMULATED OPRG GASOLINE; SIMPLE MODLE; CONTAINS ADDITIVE; *
* BENZENE:1.3%VOL MAX; OXYGEN; 1.5%WT MIN-3.5%WT MAX; NON VOC-CONTROLLED *

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

*** A SERVICE CHARGE OF 1-1/2% PER MONTH (ANNUAL RATE of 18%) ***

PETRO LOCK, INC

45315 N TREVOR AVE
LANCASTER, CA 93334
661 948 6044

DISPATCH INVOICE

05/26/04

BILL TO :

74090
CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :

00000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93334

P O NUMBER :
INVOICE NO : 10984
RESELLERS # :
EXP CERT # :

TERMS : NET DUE 10 DAYS

BILL DUE : 06/05/04
DELIVERY DATE : 05/26/04
DELIVERY TIME : 0000

RACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
1105	DIESEL DYED, 3, NA1993, PG11 B/L 446318	7,500.00	7,348.00	1.28250	9,423.81
000	SPLIT DELIVERY		1.00	25.00000	25.00
	FREIGHT		7,348.00	.045700	335.00
CA SPILL FUND			7,348.00	.001190	8.74
	EXMPT TAXABLE LA SALES TAX		9,432.55	.032500	306.56
TOTAL INVOICE					10,099.91

Farm Tax Yes No

NOTE : RT141-5160GAL/SR15-2188 GAL.

Date Rec'd 6-1-04 Amt 10,099.91

Christoff

K-40 K-45

A/P Entered 6-7-04 GL# 6371

Date Paid CK#

SL Water

*** 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 ***



Attn: Connie
723-2410

946-7586

PETRO LOCK, INC

45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

B I L L O F L A D I N G

SHIP TO :

74090/0000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

CAL-T-109 750

INVOICE NO : 10984

P O NUMBER :

RESELLER # :

EXP CERT # :

BILL OF LADING: # 446318

DRIVER

TRUCK

DEL DATE

DEL TIME

7/26/04
7:00:00

DISPATCHER : 002

RACK	PRODUCT DESCRIPTION	GRAVITY	TEMP	UNITS ORDERED	UNITS GRABS	UNITS NET
1105	DIESEL DYED, 3, NA1993, P			7,500.0	7480	7348
	PHILLIPS 66/KINDERMORGANDYED DIESEL					
	APPROX BEF	AFT	BEF	AFT		

TOTALS

7,500.0

SPLIT LOAD [Yes]

OUR PUMP USED

Yes

SPLIT UNLOAD

Yes

LOADING TIME

DATE 5/26/04

TIME IN 10:10 OUT 11:30 (AM/PM)

UNLOADING TIME

DEL DATE 5/26/04

TIME IN 2:10 OUT 3:40 (AM/PM)

EXP DELAY

MILEAGE: START 434761 END 434814

EXP DELAY

= TOTAL 173

COMMENT : RT141-BALANCE TO RT163
LOCATION : 661-945-0616

APPROX TANKS SIZE
ALT RACK : 2000

*** RETAIN THIS DELIVERY SLIP FOR YOUR RECORDS ***
)) EMERGENCY SPILLS 1-800-633-8253 ((**

NO ONE HERE TO SIGN

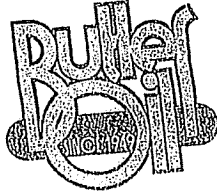
REC'D BY : DEL 5/26/04 2:30pm

DRIVER : Lee Rott

RT 141 5200 gal
SR 15 2200 gal

BUTLER OIL CO.

P.O. BOX 1269
LANCASTER, CA 93584-1269
(661) 946-1124
(661) 946-2479 FAX



79437
INVOICE NUMBER

SR 2002

DELIVERED BY

Sherm

S
O
L
D
T
O

731100
8301 1ST FAPKS
43453 PYCKE LANE
LANCASTER, CA 93553

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALES/AMT
01	2902	020802	X				
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	FED TAX	ST TAX	SALES TAX	AMOUNT
	100000	Gasoline, 3, UN 1203, PG II					
		87 Octane Regular Unleaded					
	120500	Gasoline, 3, UN 1203, PG II					
		89 Octane Unleaded Plus					
	130500	Gasoline, 3, UN 1203, PG II					
		92 Octane Premium Unleaded					
	341510	Diesel Fuel, 3, NA 1993, PG III					
		Carb Diesel #2 (Taxable)					
155118	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable) EPA RED					
		4365 gal - 40th & K (Yellow Tanker)					
		115.3 gal. - Copper Ranch (White Tanker)					
DUE 10 DAYS UPON RECEIPT OF INVOICE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		CORE.A. .16/gal. or .02/lb.					
		Calif. Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028					
60 CHECK	TYPE MONEY	B/L NUMBER	AMOUNT	INVOICE TOTAL		13868	
70 CASH						3877.4	

RECEIVED ABOVE MERCHANDISE IN GOOD ORDER
AND AGREE TO PAY THE AMOUNT THEREOF.

TERMS: NET CASH 10TH PROX.
SERVICE CHARGE 1 1/2% PER MONTH ON
DUE ACCOUNTS, (EQUALS 18% PER YEAR)
COLLECTION COST INCURRED AND ATTOR
FEES.

CUSTOMER SIGNATURE

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUP

PETRO LOCK, INC

45315 N TREVOR AVE
LANCASTER, CA 93534
661 948 6044

DISPATCH INVOICE

04/19/04

BILL TO :

74090
CALANDRI/SONRISE FARMS

40445 27TH ST WEST
PALMDALE, CA 93551

SHIP TO :

0000001
SON RISE FARMS

752 WEST AVE L
LANCASTER, CA 93534

P O NUMBER :
INVOICE NO : 10825
RESELLERS # :
EXP CERT # :

TERMS : NET DUE 10 DAYS

BILL DUE : 04/30/04
DELIVERY DATE : 04/19/04
DELIVERY TIME : 0000

*SR on in
K-40
minn & offer*

RACK	PRODUCT DESCRIPTION	UNITS ORDERED	UNITS NET	SALE PRICE	EXTENSION
4015	DIESEL FUEL, 3, NA1993, PGII 7, 500.00 B/L 816739	7, 500.00	7, 440.00	1.54900	11, 584.56
	FREIGHT		7, 440.00	.039300	292.39
CA SPILL FUND			7, 440.00	.001190	8.83
	EXMPT TAXABLE LA SALES TAX		11, 533.41	.032500	374.84
			TOTAL INVOICE		12, 200.60

get Tank # list from K

need hoc

NOTE : 1740 GAL TO SR15-5700 GAL TO SE144 Date Rec'd 4-21-04 Amt. 12,200.60

A/P Entered GL #

Date Paid OK#

*** 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 ***