



ANTELOPE VALLEY
EAST KERN WATER AGENCY
6500 WEST AVENUE N
PALMDALE, CA 93551-2855

INVOICE

INVOICE NUMBER: 1804

INVOICE DATE: 6/30/00

PAGE: 1

A PUBLIC AGENCY

Voice: (661) 943-3201

Fax: (661) 943-3204

SOLD TO:

Son Rise Farms 10.5LB
43933 Ryckbosch Lane
Lancaster, CA 93535-6205

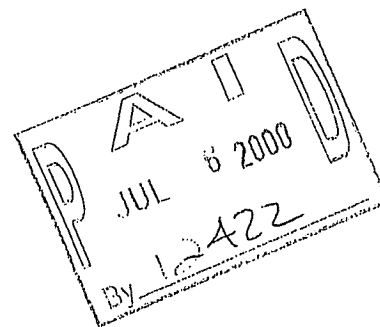
Donna
945-1359

JCF
201

\$3.00/acft discount for timely

Bozician N

CUSTOMER ID		CUSTOMER P.O.		PAYMENT TERMS	
Son 10.5LB				Net 15th of Next Month	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
		US Mail		7/15/00	
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
1.97	ipu	Irrigation pipeline -untreated		66.00	130.02



Subtotal	130.02
Sales Tax	
Total Invoice Amount	\$130.02
Payment Received	0.00
TOTAL DUE	\$130.02

3. Fax to Donna - 945-2930

TOTAL P.05



A PUBLIC AGENCY

**ANTELOPE VALLEY
EAST KERN WATER AGENCY**
6500 WEST AVENUE N
PALMDALE, CA 93551-2855

Voice: (661) 943-3201
Fax: (661) 943-3204

INVOICE

INVOICE NUMBER: 1924

INVOICE DATE: 7/31/00

PAGE: 1

SOLD TO:

Son Rise Farms 10.5LB
43933 Ryckbosch Lane
Lancaster, CA 93535-6205

Donna
945-1359

SCF CM 8/1

Boz N

\$3.00/acft discount for timely payment

CUSTOMER ID		CUSTOMER P.O.		PAYMENT TERMS	
Son 10.5LB				Net 15th of Next Month	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
		US Mail			8/15/00
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
1.97	c15203	On time payment credit		3.00	-5.91

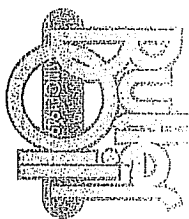
PAID
Aug 10 2000
Issued CM
ECJCF

Subtotal -5.91
Sales Tax
Total Invoice Amount \$-5.91
Payment Received 0.00
TOTAL DUE \$-5.91

C: Fax to Donna - 945-2930

BUTLER OIL CO.

P.O. BOX 1269
LANCASTER, CA 93584-1269
(805) 946-1124
(805) 946-2479 FAX



Handwritten initials/signature

77607
INVOICE NUMBER

S _____
O _____
L _____
D _____
T _____
O _____

BY Jsc

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT			
112200	100000	Gasoline, 3, UN 1203, PG II					
		87 Octane Regular Unleaded					
		Gasoline, 3, UN 1203, PG II					
		89 Octane Unleaded Plus					
		Gasoline, 3, UN 1203, PG II					
		92 Octane Premium Unleaded					
		Diesel Fuel, 3, NA 1993, PG III					
		Carb Diesel #2 (Taxable)					
14113	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable)					
		Bozigue - green truck - Not potatoes	1349	1190614			
		Berry - black tank on truck					
		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		B/L NUMBER	AMOUNT	INVOICE TOTAL	SALES TAX		
70 CASH							
				296349	151724		

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

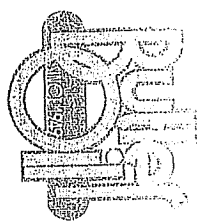
TERMS: NET CASH 10TH PROX
SERVICE CHARGE 1% PER MONTH ON PAST
DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

CUSTOMER SIGNATURE

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPPLICATE

BUTLER OIL CO.

P.O. BOX 1269
LANCASTER, CA 93584-1269
(805) 946-1124
(805) 946-2479 FAX



77634
INVOICE NUMBER

S
O
L
D
I
O

DELETED

BY

SK

Bosizian Xard

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
1121810			X				CIT
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	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 (Toxable)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Toxable)					
439		<i>green trap wagon - mt potatoes</i>	13149			59221	
THIS PRODUCT IS DYED DIESEL FUEL. NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA .16/gal or .02/lb					
		Calif Pre-Paid Sales Tax SG ACA 78-005862 & FW ACA 16-700028					
60 CHECK							
70 CASH							
		B/L NUMBER					
		AMOUNT					
		INVOICE TOTAL				64107	
		SALES TAX				4884	

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

TERMS: NET CASH 10TH PROX.

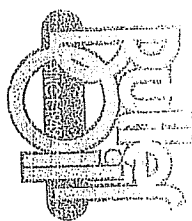
SERVICE CHARGE 1% PER MONTH ON PAST
DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

CUSTOMER SIGNATURE

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPLICATE

BUTLER OIL CO.

PO BOX 1269
LANCASTER, CA 93584-1269
(805) 946-1124
(805) 946-2479 FAX



77646
INVOICE NUMBER

S
C
L
D

BY Jose

T
O Bozissian Yard

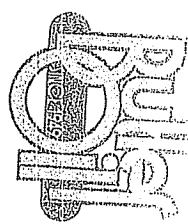
INVOICE TYPE	DATE	DUE DATE	CHARGE	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
11130100			CASH			014
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT		
	100000	Gasoline, 3, UN 1203, PG II				
		87 Octane Regular Unleaded				
	120500	Gasoline, 3, UN 1203, PG II				
		89 Octane Unleaded Plus				
	130500	Gasoline, 3, UN 1203, PG II				
		92 Octane Premium Unleaded				
	341510	Diesel Fuel, 3, NA 1993, PG III				
		Carb Diesel #2 (Taxable)				
	350500	Diesel Fuel, 3, NA 1993, PG III				
		Dyed Diesel #2 (Non-Taxable)				
14128		green trap wagon - not potatoes	1349	1991382		
1013		white tanker				
THIS PRODUCT IS INTENDED FOR NON-TAXABLE USE ONLY, PENALTY FOR TAXABLE USE OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE						
		FEDERAL EXCISE TAX				
		STATE EXCISE TAX				
		COREA .16/gal or .02/lb				
		Calif Pre-Paid Sales Tax SG ACA 78-005862 & PW ACA 16-700028				
		B/L NUMBER	AMOUNT	INVOICE TOTAL	SALES TAX	
60 CHECK	MONEY			2115831	116449	
70 CASH						

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

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

SHULER OIL CO.

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



78159
INVOICE NUMBER

131000
DON RISE FARMS
43933 RYCKEBOSCH LANE
LANCASTER, CA 93535

DELETED

BY Tose

Bozigion (1204 w + Rosewood Blvd)

Boz Well
for
Silverado

INVOICE TYPE	DATE	DUE DATE	CHANGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
QUANTITY	040601		X				97
ITEM NO.	100000	PRODUCT DESCRIPTION			UNIT PRICE	AMOUNT	
		Gasoline, 3, UN 1203, PG II					
		87 Octane Regular Unleaded					
		Gasoline, 3, UN 1203, PG II					
		89 Octane Unleaded Plus					
		Gasoline, 3, UN 1203, PG II					
		92 Octane Premium Unleaded					
		Diesel Fuel, 3, NA 1993, PG III					
		Carb Diesel #2 (Taxable)					
		Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable)					
	620	350500	Diesel Fuel, 3, NA 1993, PG III				
			Dyed Diesel #2 (Non-Taxable)				
			green sq. tank				
			101971				
			168138				
			THIS PRODUCT IS DYED DIESEL FUEL. NOT TAXABLE USE ONLY. PENALTY FOR TAXABLE USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE				
			FEDERAL EXCISE TAX				
			STATE EXCISE TAX				
			COREA .16/gal. or .02/lb.				
CHECK	MONEY	Calif. Pre-Paid Sales Tax SG ACA 78-005862 & FM ACA 16-700028			AMOUNT	SALES TAX	
CASH		B/L NUMBER			AMOUNT	SALES TAX	
					08010	5951	
					INVOICE TOTAL		

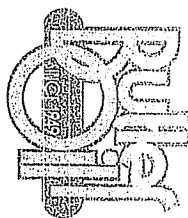
RECEIVED ABOVE MERCHANDISE IN GOOD ORDER
I AGREE TO PAY THE AMOUNT THEREOF

TERMS:

NET CASH 10TH PROX.
SERVICE CHARGE 1 1/2% PER MONTH ON PAST
DUE ACCOUNTS. (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

UTLER OIL CO.

2 BOX 1269
MCASTER, CA 93584-1269
51) 946-1124
61) 946-2479 FAX



78183

INVOICE NUMBER

731000

ON RISE FARMS

3933 RYCKREPOSCHE LAKE
MCASTER, CA 93535

Bozigan (green tank + tractors)

BY T68e

QTY	DATE	ITEM NO.	PRODUCT DESCRIPTION	CHARGE	CASH	UNIT PRICE	AMOUNT	SALES TAX	SALESMAN
04110001				X					64
		100000	Gasoline, 3, UN 1203, PG II						
		120500	87 Octane Regular Unleaded						
		130500	Gasoline, 3, UN 1203, PG II						
		130500	89 Octane Unleaded Plus						
		341510	Gasoline, 3, UN 1203, PG II						
		341510	92 Octane Premium Unleaded						
		350500	Diesel Fuel, 3, NA 1993, PG III						
		350500	Carb Diesel #2 (Taxable)						
		350500	Diesel Fuel, 3, NA 1993, PG III						
		350500	Dyed Diesel #2 (Non-taxable)						
			on road Diesel Berry						
			ranch						
			Un: Tractor Fluid						
			SHDX 15-40 m. o.						
			FEDERAL EXCISE TAX						
			STATE EXCISE TAX						
			COREA, 16/gal. or .02/lb.						
			Calif. Pre-Paid Sales Tax SG ACA 78-005862 o FW ACA 16-700028						
			B/L NUMBER						
			AMOUNT						
			INVOICE TOTAL						

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

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

NOV 01 1966



BY Jose

U m n < - r m U

Dr. J. H. H. H.

VOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	FED TAX	ST TAX	SALES TAX	AMOUNT
100000	Gasoline, 3, UN 1203, PG II						
120500	87 Octane Regular Unleaded						
	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)						
350500	Diesel Fuel, 3, NA 1993, PG III						
	Dyed Diesel #2 (Non-Taxable)						
932	260 Green tank Bozigan						
172	616k Tank Beary						
THIS PRODUCT IS DYED DIESEL FUEL NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
FEDERAL EXCISE TAX							
STATE EXCISE TAX							
COREA .16/gal or .02/lb.							
Calif Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028							
CHECK	TREASURY	B/L NUMBER	AMOUNT	INVOICE TOTAL			
CASH				SALES TAX			
				8194			
				1102427			

TERMS: NET CASH 10TH PROX

SERVICE CHARGE 1½% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST, INCURRED AND ATTORNEY FEES

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPLICATE

70672

2003-03-27



Shen & Rose

DUE 10 DAYS UPON Diesel - Tankers

RECEIVED

INVOICE TYPE		DATE	CASH	PURCHASE ORDER/TERMS	Sales Tax SALESMAN
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE		AMOUNT
		Gasoline, 3, UN 1203, PG II			
		87 Octane Regular Unleaded			
		Gasoline, 3, UN 1203, PG II			
		89 Octane Unleaded Plus			
		Gasoline, 3, UN 1203, PG II			
		92 Octane Premium Unleaded			
		Diesel Fuel, 3, NA 1993, PG III			
		Carb Diesel #2 (Taxable)			
		Diesel Fuel, 3, NA 1993, PG III			
		Dyed Diesel #2 (Non-Taxable)			
76.47	350500	EPA RED	85.9		6548.77
41.16	JOB	82-0154 + 90% WSS	Goodie SV		3535.64
35.31		22 P/M/A/M/A/B/E-Y-1254/W			3659.39
			106.16		
			3139.29		
		FEDERAL EXCISE TAX			
		STATE EXCISE TAX			
		COREA .16/gal or .02/lb.			
		Golf Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028			
		B/L NUMBER			
		AMOUNT			
		INVOICE TOTAL			
		SALES TAX			
		TOTAL			

TERMS: NET CASH 10TH PROX

SERVICE CHARGE 1% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY FEES.

2000

13 Jul
SCF #1612
4307
4307

70672
INVOICE NUMBER

Shen & Rose

DELEBAYS UPON Diesel - Tanks

Diesel - Jankens

SALES TAX	SALESMAN
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QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
18	18	18	18	18
19	19	19	19	19
20	20	20	20	20
21	21	21	21	21
22	22	22	22	22
23	23	23	23	23
24	24	24	24	24
25	25	25	25	25
26	26	26	26	26
27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
30	30	30	30	30
31	31	31	31	31
32	32	32	32	32
33	33	33	33	33
34	34	34	34	34
35	35	35	35	35
36	36	36	36	36
37	37	37	37	37
38	38	38	38	38
39	39	39	39	39
40	40	40	40	40
41	41	41	41	41
42	42	42	42	42
43	43	43	43	43
44	44	44	44	44
45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50
51	51	51	51	51
52	52	52	52	52
53	53	53	53	53
54	54	54	54	54
55	55	55	55	55
56	56	56	56	56
57	57	57	57	57
58	58	58	58	58
59	59	59	59	59
60	60	60	60	60
61	61	61	61	61
62	62	62	62	62
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64	64	64	64	64
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69	69	69	69	69
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73	73	73	73	73
74	74	74	74	74
75	75	75	75	75
76	76	76	76	76
77	77	77	77	77
78	78	78	78	78
79	79	79	79	79
80	80	80	80	80
81	81	81	81	81
82	82	82	82	82
83	83	83	83	83
84	84	84	84	84
85	85	85	85	85
86	86	86	86	86
87	87	87	87	

[illegible][illegible]

341510	Diesel Fuel 3, NA 1993, PG III
	Carp Diesel #2 (Toxic)

116411	Dyed Diesel #2 (Non-Taxable)	11/11	831	63681	3535.64
--------	------------------------------	-------	-----	-------	---------

3531	20.11.2014	30.33.15	3659.38
------	------------	----------	---------

3139.29

	FEDERAL EXCISE TAX	
	NONREVENUE USE ONLY.	
	PENALTY FOR TAYLOR EISENBERG	

[illegible]

7	if 61	SALES
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60 CHECK	TYPE MONEY	S/L NUMBER	AMOUNT	INVOICE TOTAL
20 CASH				479848

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

11/04/01 11:01 AM
SERVICE CHARGE 1/2% PER MONTH ON PAST
DUE ACCOUNTS. FOR ALL OTHERS, 1/2% PER MONTH

DUE ACCOUNT IS EQUALS 18% PER YEAR PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

BUTLER OIL CO.

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



DELIVERED BY

DUE 10 DAYS UPON RECEIPT OF INVOICE

INVOICE TYPE DATE DUE DATE CHARGE CASH

INVOICE TYPE DATE DUE DATE CHARGE CASH PURCHASE ORDER/TERMS SALES TAX SALES TAX SALES TAX

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	SALES TAX	SALES TAX	SALES TAX
	1000000	Gasoline, 3, UN 1203, PG II					
	120500	Gasoline, 3, UN 1203, PG II					
	130500	Gasoline, 3, UN 1203, PG II					
	341510	Carb Diesel #2 (Taxable)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable)					
		EPA red					
		1934					
		Red strip - 2067					
		356					
		3178					
		7535					
		STATE EXCISE TAX					
		FEDERAL EXCISE TAX					
		CORE.A. 16/gal. or .02/lb.					
		Colif Pre-Paid Sales Tax					
		SG ACA 78-005862 o FW ACA 16-700028					
		B/L NUMBER					
		AMOUNT					
		INVOICE TOTAL					
		TAX					
		SALES TAX					
		AMOUNT					

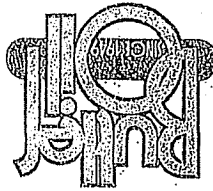
RECEIVED ABOVE MERCHANDISE IN GOOD ORDER AND AGREE TO PAY THE AMOUNT THEREOF
TERMS: NET CASH 10TH PROX.
SERVICE CHARGE 1 1/2% PER MONTH ON PAST DUE ACCOUNTS (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY FEES.

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPPLICATE

INVOICE NUMBER
79751

BUTLER OIL CO.

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



**DUE 10 DAYS UPON
RECEIPT OF INVOICE**

Skew

EPA Diesel Tankers

INVOICE NUMBER
800043

INVOICE TYPE	DATE	DUE DATE	CHANGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALES TAX
01705102	07/15/02	07/15/02	X				0.19

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	TAX	TAX	TAX	TAX	AMOUNT
	100000	Gasoline, 3, UN 1203, PG II						
	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, N/A 1993, PG III						
		Carb Diesel #2 (Taxable)						
	350500	Diesel Fuel, 3, N/A 1993, PG III						
		Dyed Diesel #2 (Non-Taxable)						
71.74		Red EPA	8.89					631.77
		144.6 - Red Stripe						
		28.26 - Silver tank						
		90m Wt - 2502						
		FEDERAL EXCISE TAX						
		STATE EXCISE TAX						
		COREA, .16/gal. or .02/lb.						
		Colif. Pre-Paid Sales Tax SG ACA 78-005862 & FW ACA 16-700028						
60 CHECK		B/I NUMBER	AMOUNT					
70 CASH								

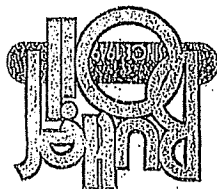
TERMS: NET CASH 10TH PROX.
SERVICE CHARGE 1% PER MONTH ON PAST
DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

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

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPPLICAT.

CUSTOMER SIGNATURE

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



**DUE 10 DAYS UPON
 RECEIPT OF INVOICE**

Skew

EPA Diesel Tankers

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALES TAX
0170502	07/05/02	07/15/02	X				04

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	1000000	Gasoline, 3, UN 1203, PG II		
	120500	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, N/A 1993, PG III		
	350500	Carb Diesel #2 (Taxable)		
	350500	Diesel Fuel, 3, N/A 1993, PG III		
		Dyed Diesel #2 (Non-Taxable)		
7174		85. 1446 - Red Stripe	889	631217 61
		Blud. 2826 - Silver tank		
		90m WH - 2502		
		FEDERAL EXCISE TAX		
		STATE EXCISE TAX		
		COR.E.A. 16/gal. or .02/lb.		
		Calif. Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028		
		B/E NUMBER		
		AMOUNT		
		INVOICE TOTAL		658491
		SALES TAX		2017 21

TERMS: NET CASH 10TH PROX.
 SERVICE CHARGE 1% PER MONTH ON PAS
 DUE ACCOUNTS. (EQUALS 18% PER YEAR) PLUS
 COLLECTION COST INCURRED AND ATTORNEY
 FEES.

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

CUSTOMER SIGNATURE

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPICA

INVOICE NUMBER
800043

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Resomond Blvd - 125th at Silverton

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
080807081902	X						07
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	TAX	AMOUNT	SALES TAX	SALESMAN
	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)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable)					
3585		FPA recd	719		329462		
		2127 gals					
		1458 gals					
		3585					
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA .16/gal or .02/lb					
		Golf Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028					
		B/L NUMBER					
		AMOUNT					
		INVOICE TOTAL					
60 CHECK	MONEY						
70 CASH							

THIS PRODUCT IS DYED DIESEL FUEL.

NONTAXABLE FOR STATE USE.

PENALTY FOR NON-STATE USE.

\$17 HIGHWAY MILEAGE FOR MOTOR VEHICLE USE.

BY 18607

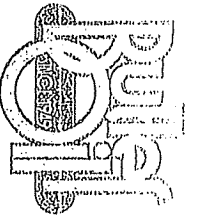
AUG 22 2002

TERMS: NET CASH 10TH PROX.

NET CASH 10TH PROX. ✓
SERVICE CHARGE 1% PER MONTH ON PAST
DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

BUTLER OIL CO.

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80173
INVOICE NUMBER

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BY

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STOCK # 1135 1135
Q 553 PLYMOUTH LINE
1135 1135 1135 1135

Resonance Blvd - 125th W. Silverdale

INVOICE TYPE	DATE	DUE DATE	GAGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
08	08/02/08	11/9/02	X				07
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT	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)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Taxable)					
3585		FLA red	717				329462
		2127 gals					
		1458 gals					
		3585					
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		CORE A, 16/gal or 02/lb					
		Calf Pre-Paid Sales Tax SG ACA 78-005862 & FW ACA 16-700028					
60 CHECK	MONEY						
70 CASH							
		AMOUNT					
		INVOICE TOTAL					
		SALES TAX					
		TAX					
		INVOICE TOTAL					

THIS PRODUCT IS DYED DIESEL FUEL.
NON-TAXABLE FOR FUEL TAX.
PENALTY FOR FUEL TAX USE.
SEE INSTRUCTIONS FOR FUEL TAX USE.

405-2-2202
BY 18607

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

TERMS: NET CASH 10TH PROX
SERVICE CHARGE 1% PER MONTH ON PAST
DUE ACCOUNTS; (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

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Siberian 125th & Rosemond Blvd

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

TERMS

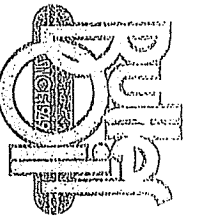
NET CASH FLOW FROM OPERATIONS

SERVICE CHARGE 1 1/2% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY FEES.

INVOICE TYPE	DATE	DUE DATE	CASH	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
018	21702						617
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	SALES TAX	AMOUNT		
	100000	Gasoline, 3, UN 1203, PG #1					
	120500	87 Octane Regular Unleaded					
		Gasoline, 3, UN 1203, PG #1					
		89 Octane Unleaded Plus					
	130500	Gasoline, 3, UN 1203, PG #1					
		92 Octane Premium Unleaded					
	341510	Diesel Fuel, 3, NA 1993, PG #1					
		Carb Diesel #2 (Taxable)					
1484	350500	Diesel Fuel, 3, NA 1993, PG #1 Dyed Diesel #2 (Non-Taxable)	959		1723		
THIS PRODUCT IS DYED DIESEL FUEL, NONTAXABLE FOR ON-ROAD USE ONLY. PENALTY FOR HEAVY-DUTY USE. OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA, 16/gal or .02/lb					
		Golf Pre-Paid Sales Tax SG ACA 78-005862 • FW ACA 16-700028					
60 CHECK					314	SALES TAX	
70 CASH					174		
					215		

BUTLER OIL CO.

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(661) 946-2479 FAX



80243
INVOICE NUMBER

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DEALER BY

SLH

Silver tank 12544 w/ 2 Rosewood Blvd

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT			
018	2171012	X				61	
	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 (Toxible)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-toxible)					
1484			959	1723	18		
THIS PRODUCT IS DYED DIESEL FUEL NON-TAXABLE FOR ONLY PENALTY FOR FURNACE USE OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA, 16/gal or .02/lb.					
		Calif. Pre-Paid Sales Tax SG ACA 78-005862 o FMV ACA 16-700028					
60 CHECK	AMOUNT	INVOICE TOTAL					
70 CASH							

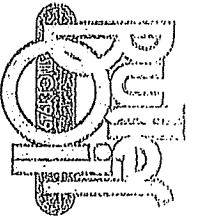
RECEIVED ABOVE MERCHANDISE IN GOOD ORDER
AND AGREE TO PAY THE AMOUNT THEREOF.

TERMS: NET CASH 10TH PROX.

SERVICE CHARGE 1 1/2% PER MONTH ON PAST
DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

SLB

Q. BOX 1269
ANCASTER, CA 93584-1269
361) 946-1124
361) 946-2479 FAX



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Resamond Blvd - 125th W. Silverton

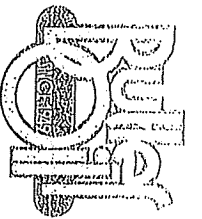
וְהָיָה כִּי יִשְׁמַע ה' אֶת-קוֹל יְהוֹנָדָב בְּנֵי-אִיזַבְבָּהּ הַכְּהֵנִי, וְהָיָה כִּי יִשְׁמַע ה' אֶת-קוֹל יְהוֹנָדָב בְּנֵי-אִיזַבְבָּהּ הַכְּהֵנִי

INVOICE TYPE	DATE	DUE DATE	GARAGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
08108	072081	9022	X				07
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	TAX	AMOUNT		
	100000	Gasoline, 3, UN 1203, PG II					
	120500	87 Octane Regular Unleaded Gasoline, 3, UN 1203, PG II					
	130500	89 Octane Unleaded Plus Gasoline, 3, UN 1203, PG II					
	341510	92 Octane Premium Unleaded Diesel Fuel, 3, NA 1993, PG III Carb Diesel #2 (Taxable)					
3585	350500	Diesel Fuel, 3, NA 1993, PG III Dyed Diesel #2 (Non-Taxable) EPA red	71.9		32746.2		
		3127 gals					
		1458 gals					
		3585					
FEDERAL EXCISE TAX							
STATE EXCISE TAX							
CORE A, 16/gal at .02/lb							
		THIS PRODUCT IS DYED DIESEL FUEL. NON-TAXABLE FOR STATE USE. PENALTY FOR NON-PROPER USE. GET HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE					
		SALES TAX					
		INVOICE TOTAL					
60 CHECK							
0 CASH							

TERMS: NET CASH 10TH PROX.

SERVICE CHARGE 1% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY FEES.

C BOX 1269
ANCASTER, CA 93584-1269
x61) 946-1124
x61) 946-2479 FAX



800-222-4444

NOTES

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(c) $\mathcal{H} \cap \mathcal{H}^\perp = \{0\}$ and $\mathcal{H} + \mathcal{H}^\perp = \mathcal{H}^n$.

Silver tank 125th in + Rosemary Blvd

INVOICE TYPE	DATE	DUE DATE	GRADE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
018	217	012					61
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	SALES TAX	SALESMAN	
	100000	Gasoline, 3, UN 1203, PG II					
	120500	87 Octane Regular Unleaded					
	130500	Gasoline, 3, UN 1203, PG II					
	341510	89 Octane Unleaded Plus					
	350500	Gasoline, 3, UN 1203, PG II					
		92 Octane Premium Unleaded					
		Diesel Fuel, 3, NA 1993, PG III					
		Carb Diesel #2 (Toxic)					
1484		Diesel Fuel, 3, NA 1993, PG III	9.59	142.31			
		Dyed Diesel #2 (Non-Toxic)					
THIS PRODUCT IS DYED DIESEL FUEL NON-TAXABLE FOR ONLY PENALTY FOR MISUSE OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA, 16/gal or .02/lb.					
		Calif Pre-Paid Sales Tax					
		SG ACA 78-005862 & PW ACA 16-700028					
		B/L NUMBER					
		AMOUNT					
		INVOICE TOTAL					
		SALES TAX					
		INVOICE TOTAL					

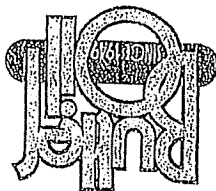
RECEIVED ABOVE MERCHANDISE IN GOOD ORDER
AND AGREE TO PAY THE AMOUNT THEREOF

TERMS: NET CASH WITH PROY

SERVICE CHARGE 1% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR), PLUS COLLECTION COST INCURRED AND ATTORNEY FEES

BUTLER OIL CO.

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LANCASTER, CA 93584-1269
(661) 946-1124
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RECEIVED

BY

DUE 10 DAYS UPON RECEIPT OF INVOICE

RECEIPT OF INVOICE

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALES

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	SALES TAX	SALES
	100000	Gasoline, 3, UN 1203, PG II				
	120500	Gasoline, 3, UN 1203, PG II				
	89	Octane Unleaded Plus				
	130500	Gasoline, 3, UN 1203, PG II				
	341510	Diesel Fuel, 3, NA 1993, PG III				
	350500	Diesel Fuel, 3, NA 1993, PG III				
		Dyed Diesel #2 (Non-Taxable)				
		Red Silver tank - 1934				
		Red strip - 2067				
		3/78				
		7535				
		STATE EXCISE TAX				
		C.O.R.E.A., 16/gal. or .02/lb.				
		Calif. Pre-Paid Sales Tax				
		SG ACA 78-005862 • FW ACA 16-700028				
		B/L NUMBER				
		AMOUNT				
		INVOICE TOTAL				
		SALES TAX				
		SALES				

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

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

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPPLICAT

2020X 7269

10011946-2479 FAX

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DISPATCH

RECEIVED
JUN 10 1964

Case: Diesel - Tankers

Shen & Rose

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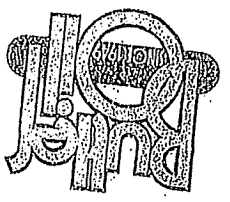
AND AGREE TO PAY THE AMOUNT THEREOF.

TERMS: NET CASH 10TH DAY

SERVICE CHARGE 1 1/2% PER MONTH ON PAST DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY FEES.

COIL CO.

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**DUE 10 DAYS UPON
RECEIPT OF INVOICE**

RECEIVED BY

Skew

INVOICE NO
8007

43933 RYCH-OSCH LANE
LANCASTER, CA 93525

INVOICE TYPE

DATE

01705012 9711502

DUE DATE

CHARGE

CASH

PRODUCT DESCRIPTION

ITEM NO

100000

Gasoline, 3, UN 1203, PG II

87 Octane, Regular, Unleaded

Gasoline, 3, UN 1203, PG II

89 Octane Unleaded Plus

Gasoline, 3, UN 1203, PG II

92 Octane Premium Unleaded

Diesel Fuel, 3, N/A 1993, PG III

Carb Diesel #2 (Taxable)

Diesel Fuel, 3, N/A 1993, PG III

Dyed Diesel #2 (Non-Taxable)

1446 - Red Stripe

2826 - Silver tank

THIS PRODUCT IS DYED DIESEL FUEL,
NONTAXABLE USE ONLY.
PENALTY FOR TAXABLE USE.
OFF-HIGHWAY / NOT EQUAL FOR MOTOR VEHICLE USE

FEDERAL EXCISE TAX

STATE EXCISE TAX

COR.E.A., 16/gal. or .02/lb.

MONEY

Calif. Pre-Paid Sales Tax
SG ACA 78-005862 & FW ACA 16-700028

B/E NUMBER

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

CUSTOMER SIGNATURE

TERMS:

NET CASH 10TH PROX.

FEES.

SERVICE CHARGE 1 1/2% PER MONTH ON PAST
DUE ACCOUNTS (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-DUPPLICAT

BUTLER OIL CO.
 P.O. BOX 1269
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DUE 10 DAYS UPON RECEIPT OF INVOICE

RECEIVED BY

Stew

Sc

EPA Diesel Tankers

INVOICE NUMBER
80043

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	AMOUNT
	01/05/02	01/15/02					

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	TAX	SALES TAX	AMOUNT
	100000	Gasoline, 3, UN 1203, PG II				
	120500	87 Octane-Regular Unleaded				
		Gasoline, 3, UN 1203, PG II				
	120500	89 Octane Unleaded Plus				
	130500	Gasoline, 3, UN 1203, PG II				
	92 Octane Premium Unleaded					
	341510	Diesel Fuel, 3, N/A 1993, PG III				
		Carb Diesel #2 (Taxable)				
	350500	Diesel Fuel, 3, N/A 1993, PG III				
		Dyed Diesel #2 (Non-Taxable)				
		1446 - Red Stripe	8.89			16317.2
		2826 - Silver Tank				
		90m WH				
		2502				
		FEDERAL EXCISE TAX				
		STATE EXCISE TAX				
		CORE-A, 16/gal. or .02/lb.				
		Colif. Pre-Paid Sales Tax				
		SG ACA 78-005862 & FW ACA 16-700028				
		B/E NUMBER				
		AMOUNT				
		INVOICE TOTAL				16584.2
		SALES TAX				2.1

THIS PRODUCT IS DYED DIESEL FUEL.
 NON-TAXABLE USE ONLY.
 PENALTY FOR TAXABLE USE.
 OFF-HIGHWAY/NOT EQUIPPED FOR MOTOR VEHICLE USE.

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

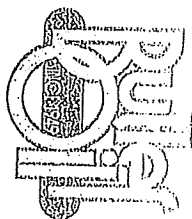
TERMS: NET CASH 10TH PROX.

SERVICE CHARGE 1% PER MONTH ON PAID DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS COLLECTION COST INCURRED AND ATTORNEY'S FEES.

White Copy-CUSTOMER Yellow Copy-OFFICE Pink Copy-Duplicate

BUTLER OIL CO.

PO BOX 1269
LANCASTER, CA 93584-1269
(661) 946-1124
(661) 946-2479 FAX



80173
INVOICE NUMBER

S
O
L
D
BY SL

BY SL

31000

0633 POCHEBOSCH LA E
11387 B. CA 93533

Resamone Blvd - 125th at Silverdale

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
0808020811902	X						07
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT	AMOUNT
100000		Gasoline, 3, UN 1203, PG #					
		87 Octane Regular unleaded					
120500		Gasoline, 3, UN 1203, PG #					
		89 Octane Unleaded Plus					
130500		Gasoline, 3, UN 1203, PG #					
		92 Octane Premium unleaded					
341510		Diesel Fuel, 3, NA 1993, PG #					
		Carb Diesel #2 (Taxable)					
350500		Diesel Fuel, 3, NA 1993, PG #					
		Dyed Diesel #2 (Non-Taxable)					
3585		3127 gals 1458 gals 3585	717	3274612			
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA, 16/gal or .02/lb					
60 CHECK		Calif Pre-Paid Sales Tax SG ACA 78-005862 - TW ACA 16-700028					
70 CASH		B/L NUMBER					
		AMOUNT					
		SALES TAX					
		INVOICE TOTAL					

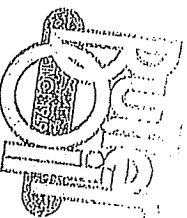
THIS PRODUCT IS DYED DIESEL FUEL.
NON-TAXABLE FOR TAXES.
PENALTY FOR MISUSE.
317 HIGHER / NOT LEGAL FOR MOTOR VEHICLE USE.

405-222002
By 15len7

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

TERMS: NET CASH 10TH PROX.
SERVICE CHARGE 11% PER MONTH ON PAST
DUE ACCOUNTS; (EQUALS 18% PER YEAR) PLUS
COLLECTION COST INCURRED AND ATTORNEY
FEES.

BUTLER OIL CO.
PO BOX 1269
LANCASTER, CA 93584-1269
(661) 946-1124
(661) 946-2479 FAX



80173
INVOICE NUMBER

SR
JL

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

Resomone Blvd - 125th St
BY Se

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

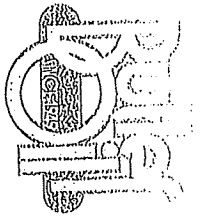
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1
DUE DATE 08/11/02
DATE 08/08/02
INVOICE TYPE 018081070811902
ITEM NO. 100000
QUANTITY 1

PO BOX 1269
LANCASTER, CA 93584-1269
(661) 946-1124
(661) 946-2479 FAX



80243
INVOICE NUMBER

1 0110
2 0110
3 0110
4 0110
5 0110
6 0110
7 0110
8 0110
9 0110
0 0110

Sticker tank 125th W & Rosemond Blvd

BY *[Signature]*

INVOICE TYPE: CASH DATE: 01/10/02 DUE DATE: CHANGE: CASH PURCHASE ORDER/TERMS: SALES TAX: SALESMAN: GTH

QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	100000	Gasoline, 3, UN 1203, PG #		
	120500	87 Octane Regular Unleaded		
	130500	Gasoline, 3, UN 1203, PG #		
	341510	89 Octane Unleaded Plus		
	350500	Gasoline, 3, UN 1203, PG #		
		92 Octane Premium Unleaded		
		Diesel Fuel, 3, NA 1993, PG #		
		Carb Diesel #2 (Toxic)		
14.84	350500	Diesel Fuel, 3, NA 1993, PG #	7.57	111.23
		Dyed Diesel #2 (Non-Toxic)		
		EPA recy		
		FEDERAL EXCISE TAX		
		STATE EXCISE TAX		
		COREA, 1.6/gal or .02/lb		
		Calif Pre-Paid Sales Tax		
		SG ACA 78-005862 • FW ACA 16-700028		
		B/L NUMBER		
		AMOUNT		
		INVOICE TOTAL		
		SALES TAX		
		TOTAL		
		70 CASH		
		MOREY		

THIS PRODUCT IS DYE DIESEL FUEL
NON-TAXABLE FOR ON-ROAD USE
PENALTY FOR MISUSE USE
OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE

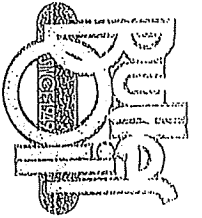
RECEIVED ABOVE MERCHANDISE IN GOOD ORDER AND AGREE TO PAY THE AMOUNT THEREOF.

813

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

BUTLER OIL CO.

PO BOX 1269
 ANCASTER, CA 93584-1269
 661) 946-1124
 661) 946-2479 FAX



80243
 INVOICE NUMBER

BY

SLH

Sticker tank 125th W & Rosemond Blvd

INVOICE TYPE	DATE	DUE DATE	CHARGE	CASH	PURCHASE ORDER/TERMS	SALES TAX	SALESMAN
08	27	02	X				61
QUANTITY	ITEM NO.	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT	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 (Toxic)					
	350500	Diesel Fuel, 3, NA 1993, PG III					
		Dyed Diesel #2 (Non-Toxic)					
1484			9.59	142.31			
THIS PRODUCT IS DIED DIESEL FUEL NOT AVAILABLE FOR ONLY PENALTY FOR FURNACE USE OFF HIGHWAY / NOT LEGAL FOR MOTOR VEHICLE USE							
		FEDERAL EXCISE TAX					
		STATE EXCISE TAX					
		COREA .16/gal or .02/lb					
50 CHECK		Cash Pre-Paid Sales Tax SG ACA 78-005862 o FW ACA 16-700028					
70 CASH		SALES TAX					
		INVOICE TOTAL					

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

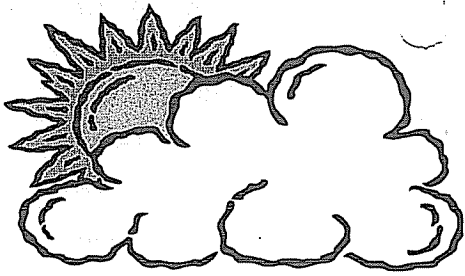
TERMS:

NET CASH 10TH PROX.
 SERVICE CHARGE 1% PER MONTH ON PAST
 DUE ACCOUNTS, (EQUALS 18% PER YEAR) PLUS
 COLLECTION COST INCURRED AND ATTORNEY
 FEES.

28



RANCH	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET
Turner	2000	carrot	165	4.55	750.75
		onion	0	5.22	0
		potato	0	3.35	0
	2000 Turner Total				750.75
	2001	carrot	50	4.55	227.5
		onion	80	5.22	417.6
		potato	0	3.35	0
	2001 Turner Total				645.1
	2002	carrot	210	4.55	955.5
		onions	0	5.22	0
		potato	0	3.35	0
	2002 Turner Total				955.5
	2003	carrot	0	4.55	0
		onion	85	5.22	443.7
		potato	0	3.35	0
	2003 Turner Total				443.7
	2004	carrot	0	4.55	0
		onion	0	5.22	0
		potato	0	3.35	0
	2004 Turner Total				0
Total Turner Groundwater			2000 to 2004		2795.05



SON RISE FARMS

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

September 28, 1999

Ken Anderson
5 Duncannon Court
Dallas, TX 75225

RE: Lease Extension

Dear Mr. Anderson:

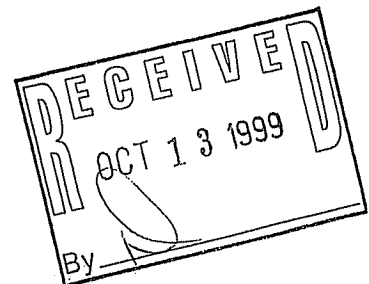
As agreed upon in our lease, section 16, I am exercising the one-year option with the 30-day notice. All other terms and conditions of the original lease will remain in effect.

Please sign and return the original letter, as acknowledgment to the extension. A postage paid envelope is enclosed.

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

Sincerely,

John A. Calandri
Owner



Ken Anderson

date

10/5/99

*Mr. Calandri
Please be advised that our 90 Acres HAS
2/3rd ownership of well located
on the 100 Acre parcel. Our
ownership is recorded.
Ken Anderson*

LEASE

This Lease, made by and between K A's Properties, Ken Anderson, referred to in this Lease as "Lessor", and Son Rise Farms, referred to in this Lease as "Lessee", is made upon the following terms and conditions:

1. Term of Lease

This Lease shall be for a period of twelve (12) consecutive months beginning November 1, 1998 and ending October 31, 1999.

This Lease shall encompass approximately Ninety (90) acres known as Assessor's Parcel Number 3080-005-003 & 009, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. Purpose for which Premises are to be Used

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

3. Rental

Lessee agrees to pay by way of rent for the term of this lease the sum of approximately \$75.00 per acre, per year, or a total of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) per year, with offset of \$5,059.14, for lease year 1999 only, which will be payable upon the execution of this Lease. Thereafter, the rent shall be due and payable annually, in advance.

4. Occupancy

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

5. Utilities

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

6. **Equipment**

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

7. **Assignment or Sublease**

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

8. **Condition of Premises**

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

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

and underground main line caused by Lessee's negligence or the negligence of their agent or employees.

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

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

If Lease is so Terminated

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

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

8A. Wells - Lessee's Option

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

9. Compliance With Law

Lessee shall at Lessee's sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (hereinafter collectively referred to as "regulations") in effect during the term or any part of the term hereof, whether said regulation was in effect at the time of the signing of

the Lease or became effective thereafter, regulating the use by Lessee of the premises, including, but not limited to State and/or Federal Superfund Laws, the Resource Conservation and Recovery Act, the Clean Water Act, the Federal Insecticide, Fungicide, & Rodenticide Act, the Hazardous Waste Control Act, or the Porter-Cologne Act. Lessee shall not use nor allow the use of the premises in any manner that would tend to create waste or a nuisance. Without limiting the generality of the foregoing, Lessee shall not allow or suffer the use, release or discharge on, in, around or under the premises of any material, chemical, substance or waste which is classified or regulated as a "toxic" or "hazardous" material, substance or waste by any applicable governmental or regulatory authority or agency (collectively "hazardous waste"). Lessee may apply during the term of the Lease the insecticides, pesticides, fumigants and fertilizer, so long as said application is in compliance with all applicable regulations. Lessee shall not store insecticides, pesticides, fumigants, hazardous wastes on the premises.

9A. Indemnification

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

10. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmens' liens to stand against the demised property for any labor or material furnished to Lessee, or claimed to have been furnished to Lessee or to Lessee's agents, contractors, or sub-lessees, in connection with

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

11. Right of Entry

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

12. Default of Lessee

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

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

13. Surrender of Premises

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

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

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

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

Ken Anderson

~~K.A. Properties~~ 

5 Duncannon Court

Dallas, TX 75225

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

Son Rise Farms

43933 Ryckebosch Lane

Lancaster, CA 93535

15. **Miscellaneous**

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

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

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

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

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

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

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

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

16. Lease Extension

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

17. First Right of Refusal

It is agreed that so long as Lessee is not in default of any terms, conditions or covenants of this Lease, or any extension thereof, Lessee shall have the first right of refusal to re-lease the demised premises under the same terms and conditions contained within this Lease. After the expiration of the Lease contained herein, or any extension thereof, Lessor will notify Lessee in writing if it is Lessor's intent to again lease the demised premises. Lessee shall have fifteen (15) days from receipt of said notice to notify Lessor in writing of Lessee's election to again lease the demised premises. Should Lessee fail to notify the Lessor in writing of Lessee's election to lease demised premises, Lessee's First Right of Refusal shall

be deemed waived. If Lessee notifies Beneficiary in the affirmative to lease the demised premises, the Lessor, within a reasonable period of time, shall draft leases and deliver them to Lessee for execution. Upon delivery of said leases, Lessee shall have (15) days in which to execute and return said leases to Lessor.

18. Non-Disturbance Agreement

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

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

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

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

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

19. Real Property Taxes

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

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

Lessor agrees to furnish lessee with a conforming copy of any and all well reports which are currently in the possession of or control of Lessor. Lessee acknowledges that any well reports furnished by Lessor may be outdated and may not accurately reflect the current condition of any or all of the wells. Lessee shall perform or cause to be performed well tests at the property. Prior to beginning testing Lessee shall provide Lessor with a complete list of all tests to be performed and after the completion of all well tests Lessee shall

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

21. Water Adjudication

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

If and when such "adjudication" of water rights takes place, Lessee shall have sixty (60) days to evaluate the impact of such adjudication on the operation of Lessee's business. If Lessee determines, in its sole discretion, that such an adjudication shall have an adverse impact, then Lessee may terminate this Lease, without any additional cost, penalty, or consideration for such termination, upon thirty days' written notice to Lessor.

ACCEPTANCE

The undersigned Lessor accepts the above Lease, and agrees to lease the premises on the above terms and conditions. Lessor agrees to pay compensation for services as follows:

Five (5) percent of the Lease amount to Tri County Realty, Broker.

~~Five (5) percent of the Lease amount to Coldwell Banker Commercial/Hartwig Realty.~~ 

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of
December __, 1998.

LESSOR:

~~KA's Properties~~ 

BY:


Ken Anderson

LESSEE:

Son Rise Farms

BY:


John A. Calandri

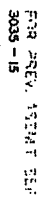


Exhibit "A"

Turner

© 2001

LEASE

This Lease, made by and between K. A. Properties referred to in this Lease as "Lessor", and Son Rise Farms, referred to in this Lease as "Lessee", is made upon the following terms and conditions:

1. Term of Lease

This Lease shall be for a period of Twelve (12) consecutive months beginning January 1, 2001 and ending December 31, 2001.

This Lease shall encompass approximately ^{Ninety (90)} ~~Eighty Seven (87)~~ acres known as Assessor's Parcel Number 3080-005-003 & 009, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

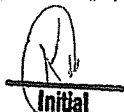
2. Purpose for which Premises are to be Used

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

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

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3. **Rental**

Lessee agrees to pay by way of rent for the term of this lease the sum of approximately \$ 100.00 per acre, per year, or a total of Nine Thousand ~~Eight Thousand Seven Hundred~~ (9,000) Dollars (\$8,700.00) per year, which will be payable upon the execution of this Lease.

Thereafter, the rent shall be due and payable annually, in advance.

4. **Occupancy**

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

5. **Utilities**

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


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6. **Equipment**

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

7. **Assignment or Sublease**

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

8. **Condition of Premises**

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

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


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motor and underground main line caused by Lessee's negligence or the negligence of their agent or employees.

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

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

If Lease is so Terminated

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

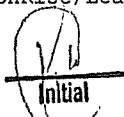
(b) Lessee shall be refunded, pro rata, any advance rent based on the monthly use of the premises up to the date Lessee actually leaves the premises.

8A. Wells - Lessee's Option

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

9. Compliance With Law

Lessee shall at Lessee's sole expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (hereinafter collectively referred to as "regulations") in effect during the term


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

9A. Indemnification

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

10. Mechanics' Liens and Encumbrances

Lessee will not permit any mechanics', laborers', or materialmens' liens to stand against the demised property for any labor or material furnished to Lessee, or claimed

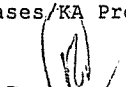
to have been furnished to Lessee or to Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed on the demised premises, or claimed to have been performed on the demised premises, at the direction or insistence of Lessee; provided, however, that Lessee shall have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

11. Right of Entry

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

12. Default of Lessee

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

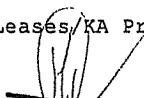

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States, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall vacate or abandon the demised premises, then in such event Lessor shall have the right at its election, then or at any time thereafter, to re-enter and take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

13. Surrender of Premises

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


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14. Notices

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

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

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

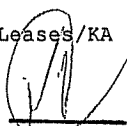
Ken Anderson
K. A. Properties
5 Duncannon Court
Dallas, TX 75225

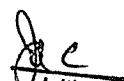
And notices and communications to the Lessee shall be addressed as follows:

Son Rise Farms
432933 Ryckebosch Lane
Lancaster, CA 93535

15. Miscellaneous

(a) Except as may be inconsistent with or contrary to the provisions of this Lease, no right or remedy granted or reserved to Lessor shall be intended to be exclusive of any other right or remedy which Lessor may otherwise have, and each and every such right or


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remedy shall be cumulative and in addition to any right or remedy given hereunder, or now or hereafter existing by law or in equity or by statute;

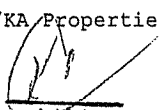
(b) Lessee waives for itself and those claiming under it all rights now and hereafter existing to redeem the demised premises after termination of Lessee's right to occupancy by order or judgment of any court;

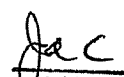
(c) Reasonable attorney's fees and other expenses incurred by Lessor in enforcing any provision of this Lease or in any action or proceeding in which Lessor is successful by reason of the default by Lessee or by anyone holding under Lessee complying with any requirement of this Lease or incurred by Lessor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

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

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

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


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

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

16. First Right of Refusal

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


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17. **Non-Disturbance Agreement**

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

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

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

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

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

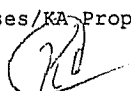
18. Real Property Taxes

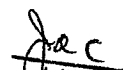
Lessor shall pay, on or before the due date for each installment, all real property taxes affecting the premises including, without limitation, special assessments of any nature, obligations imposed by any governmental authority, and a voluntarily-created "Community Facilities District" pursuant to the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

19. Water Adjudication

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

If and when such "adjudication" of water rights takes place, Lessee shall have sixty (60) days to evaluate the impact of such adjudication on the operation of Lessee's business.


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If Lessee determines, in its sole discretion, that such an adjudication shall have an adverse impact, then Lessee may terminate this Lease, without any additional cost, penalty, or consideration for such termination, upon thirty days' written notice to Lessor.

ACCEPTANCE

The undersigned Lessor accepts the above Lease, and agrees to lease the premises on the above terms and conditions. Lessor ^{does not} agree to pay compensation for services as follows:

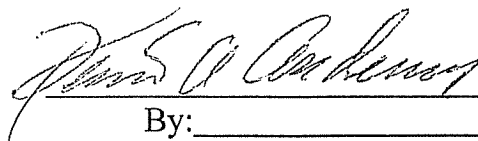
Five (5) percent of the Lease amount to Tri County Realty, Broker.

Five (5) percent of the Lease amount to R&R Investment Properties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of March 30, 2001.

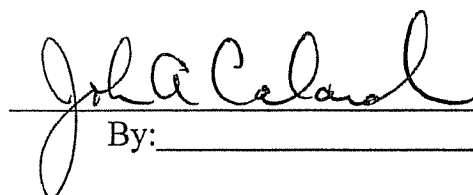
LESSOR:

K. A. Properties


By: _____

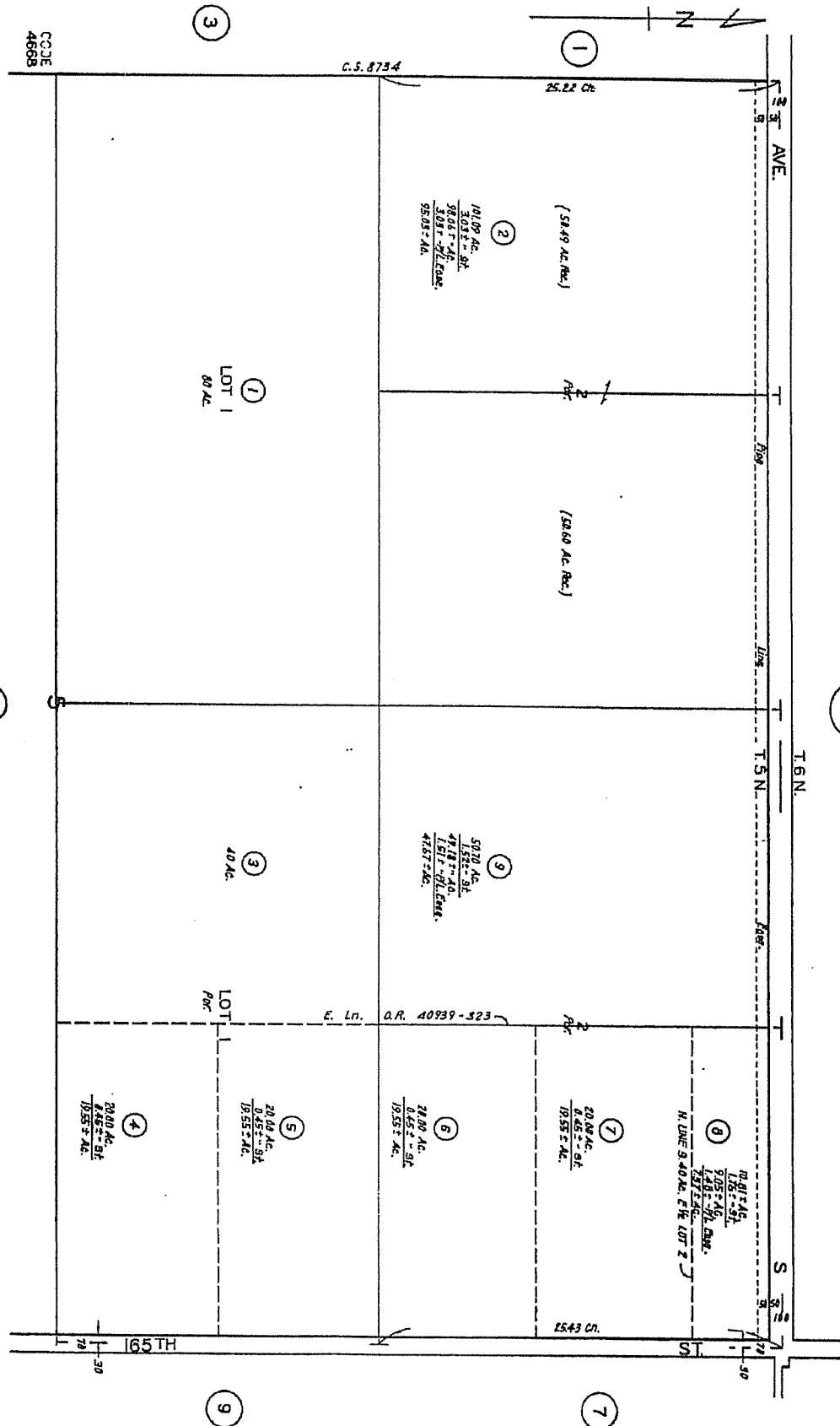
LESSEE:

Son Rise Farms


By: _____

3080 5
SCALE = 400'

BK 3075



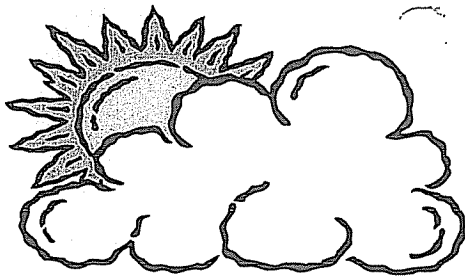
FILED FOR RECORD
3080 - 15
T 5 N., R. 9 W.

ASSASSIN'S MAP
COUNTY OF LOS ANGELES - CALIF.

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Exhibit "A"

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SON RISE FARMS

John A. Calandri
40445 27th Street West
Palmdale, Ca. 93551
Telephone 661-945-5116
Fax 661-945-2930

September 27, 2001

Ken Anderson
5 Duncannon Court
Dallas, TX 75225

RE: Lease

Dear Mr. Anderson:

I am requesting a renewal on the existing lease we have dated March 30, 2001. If these terms meet with your approval, please sign the acceptance below, return an original to me, and keep a copy for your file. Should you have any questions, please telephone me at the above or my mobile number 661-618-9922.

This letter will confirm in writing an agreement between said parties to all conditions and terms of the original lease.

It is further understood and agreed that Son Rise Farms and John A. Calandri will have first right of refusal.

The lease shall encompass approximately Ninety (90) acres at the agreed rate of \$100.00 per acre, \$9,000.00 per year. The Lease shall be for a period of Twelve (12) months beginning January 1, 2002 and ending December 31, 2002. In addition, Son Rise Farms will have two (2) 1-year options for the 2003 and 2004-year seasons.

Sincerely,

John A. Calandri

Ken Anderson

Date

10/5/01

I do hereby agree to all terms, conditions as set forth in this letter, and the lease dated March 30, 2001.

WM. BOLTHOUSE FARMS, INC.

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

Season:

File #

*Various
Turner*

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 <i>N</i>
	-Avol 23-2	80 acres <i>E</i>
	-Avol 25-2	55 acres <i>Christ</i>
	-Avol 25-3	110 acres <i>Christ</i>
	-Avol 21-1 S	40 acres <i>5-8</i>
	-LRC 21-2 S	35 acres <i>5-8</i>
	-Minn 21-4 E	60 acres <i>5-8</i>
	-Minn 22-3 E	75 acres <i>5-8</i>
	-Minn 22-4	155 acres <i>6-8</i> - <i>7-8</i>
	-Tapia 22-1	40 acres
	Total Acres	1,025 acres

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.

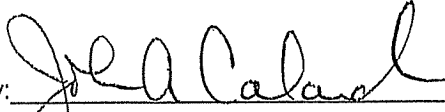
25. Entire Agreement. This Lease supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such matter, and each party to this Lease acknowledges 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.

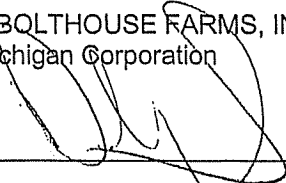
27. Assignment or Sublease. Lessee shall not sublease, assign, transfer or hypothecate this Lease without first obtaining the written consent of Lessor, and in no event shall the demised premises be assigned, sublet, transferred or hypothecated unless the transferee shall provide evidence of adequate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

WM. BOLTHOUSE FARMS, INC.,
a Michigan Corporation

By: 
Title: Farm Manager

12300 LOWER AZUSA ROAD

ARCADIA, CA 91006

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

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-00-191199A

County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536

Expiration Date: 12/31/2000

Effective Date: 01/01/2000

Forner

JOHN CALANDRI
43933 RYCKFROSH LANE
LANCASTER, CA 93535

Home:

Shop: (805)945-0616

Fax:

Mobile:

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

NOI required 24 hours prior to application

Numb	Pesticide	Pest(s)	Form.	Method(s)	Applicator(s)
1050	CAPBARYL	INSECTS	Wettable	Ground	PCO
1990	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
6150	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

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

Permit Applicant: John A. Calandri

Signature

Title: Owner

Issue Date: 2-16-00

Issuing Officer: [Signature]

Issue Date: 2-16-00

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

ID/permit #: 19-00-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect	Town	Range	Meridian
			Quant	Unit		Condition
1-34-1	CARROT Stor	1	34	TN	11W	S 150A
1-34-2	CARROT DR		34	TN	11W	S 80A
1-28-2	POTATO	28	6N	9W	S	145A
1-28-1	CARROT Horse Ranch	28	6N	9W	S	55A
1-32-1	CARROT Hedge	32	6N	9W	S	40A
1-32-2	ONION Back 40	32	6N	9W	S	40A
	Back 40					

UNPOLLUTATED AQ

5A EACH SITE

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

ID/permit #: 19-00-19-1199A

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Meridian Condition
1-28-1	CARROTS (code: 29111-0) Copper 6160	1	28	7N 11W	S 135A
1-22-1	ONIONS (code: 14011-0) Kellogg 1980, 3830, 6160, 20080, 21710		22	TN 11W	S 80A
1-23-1	POTATO (code: 14013-0) Kellogg 6160		23	TN 11W	S 40A
1-21-1	ONION Kellogg		21	TN 11W	S 150A
1-21-2	POTATO Kellogg		21	TN 11W	S 45A
1-35-1	CARROT Doctor		35	TN 11W	S 60A

UNCULTIVATED AG (code: 66000-0) 5A EASHSITE.

UNDEVELOPED

R-4 DIRT ROAD

91

165TH STREET EAST

1-33-3

CARROT FIELD

YARD - 1 HOME OCCUPIED

R-8 DIRT ROAD

OPEN

170 STREET EAST

CARROT FIELD

19-00-19-1199A

SEE 33-6N-9W15

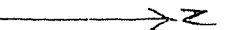
SON RISE FARMING

SITE # 1-33-3

YARD NORTH
70 ACRES

OPEN

PALMDALE BLVD.



165TH STREET EAST

PUMP

HORSE LOCKERS

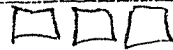
AND 2 HOMES

GRAVEL

LIET ROAD

1-28-1

170TH STREET EAST



3 HOMES

EAST OF 170TH

OCCUPIED

AVENUE R-4

CARET FIELD

19-00-19-1199A

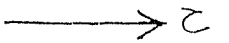
SHEPHERD 145 ACRES

CARET FIELD

SEE 28-6N-114G

SONRIS 28-6N-114G

30 Homes Occupied To The North



Avenue R-4 Dirt Road

170TH STREET EAST

1-34-3

OPEN

Avenue R-8 Dirt Road

OPEN

DESERT 75 ACRES
CAREOT FIELD

19-00-19-1199A

SEE 24-6N-9E S
SOMRISSE FARMS

1-34-3

FIELD TO THE NORTH IS OPEN

170TH STREET EAST

1-34-1

Onion Field
65 Acres

YARD AND
ONE HOME
OCCUPIED

PUMP

LARGEST FIELD
80 ACRES

PUMP

OPEN

OPEN

Ave. S

OPEN

BROWN FIELD

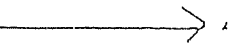
19-00-119-119QA

SEC 34-6N-8W S

SON 12, 3E 1-12M15

1-34-1

FIELD TO THE NORTH IS 'CARROT'



170TH STREET EAST

Open Field
65 Acres

YARD AND
ONE HOME
OCCUPIED

PUMP

CARROT FIELD
80 ACRES

PUMP

1-34-2

OPEN

OPEN

Ave. S

OPEN

BROWN FIELD

19-00-19-1199A

SEC 34 - CON-1199 S

SITE # 1-34-2

SONRISSE FARMS

Avenue S

N

165TH
Fps

OPEN

Pump

Pump

1-27-1

DIRT ROAD

1-27-1

OPEN

OPEN

OPEN

SONRIS FARM
19-00-19-1199A
SEC 27- CN- 9W

TURNER 165 ACRES
CARROT FIELD
SITE # 1-27-1

FIELD IS WEST OF
165TH STREET EAST
AND AVENUE S.

CARROT FIELD

UPUNK AVENUE R-8 UPUNK DIRT ROAD UPUNK

OPEN

1-33-2

SOUTH 100 ACRES
POTATO FIELD

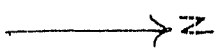
OPEN

SONTRISSE FARMS
19-00-19-1199A
SEC 33-6N-9W S
CITY 1-22-7

165TH STREET EAST

OPEN

One House
Occupied



OPEN

HORSE CORRELS
1 HOME OCCUPIED

POTATO FIELD

2 HOMES OCCUPIED
22

AVENUE R-4

1-33-1

65TH STREET EAST

CARROT
FIELD

OPEN

Pump

Pump

Pump

AVENUE R-8

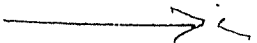
POTATO FIELD

SUNRISE FARMS

19-00-19-1199A

SEC 33 - 6N - 9W 5

100 ACRES NORTH
CARROT FIELD



1 HOME OCCUPIED

AVENUE R-4

1-32-1

OPEN

CARROT FIELD 40 ACRES

OPUNT AVENUE-R-8

2 HOMES

OCCUPIED



ONION FIELD 40 ACRES

LAND

OPEN

SUNRISE FARMS
19-00-19-119A

SEC 32 - COM-940

SITE # 1-32-1

1 Home OCCUPIED

AVENUE R-4

CARROT FIELD 40 ACRES

OFUMF AVENUE-R-8

1-32-2

ONION FIELD 40 ACRES

2 HOMES
ON FIELD

OPEN

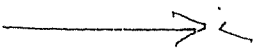
SOURIS FARMS

19-00-19-1199A

SEC 32-CON-9405

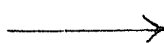
CORNER 1/4 SECTION 32

OPEN



OPEN

PALMDALE BLVD



ES
IED

DIRT ROAD

HUGA FIELD
CARROT FIELD 55 ACRES

DIRT ROAD

OPEN

DIRT ROAD

HORSE CORRELS
AND 1 HOUSE
OCCUPIED



1-28-2

PUMP

HORSE RANCH
POTATO FIELD 145 ACRES

165TH STREET EAST

CARROT FIELD

2 HOMES OCCUPIED
AND HORSE CORRELS



AVENUE R-4

CARROT FIELD

HORSE RANCH! HUGA

SONRISB FARMS
19-00-19-1199A SITE# 1-28-2
22-111-9015

OPEN

PALMDALE BLVD



ES
IED

DIRT ROAD

1-28-1

HUGA FIELD
CARROT FIELD 55 ACRES

DIRT ROAD

OPEN

DIRT ROAD

HORSE LOCKERS
AND A HOUSE
OCCUPIED



AVENUE R-4

CARROT FIELD

HORSE RANCH! HUGA

PUMP

HORSE RANCH
POMME FIELD 145 ACRES

165TH STREET EAST

CARROT FIELD

2 HOMES OCCUPIED
AND HORSE LOCKERS

SITE# 1-28-1

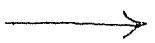
SON RISE FARMS

19-00-19-1199A

950 28-00N-91W

OPEN

OPEN



50TH STREET EAST

STAR

CARROT FIELD

STAR 150 ACRES

AVENUE M DIRT ROAD

CARROT FIELD

55TH STREET EAST DIRT ROAD

AVENUE L-8

2 HOMES OCCUPIES

1-34-2

2

6500
open

CARROT FIELD

80 ACRES

PUMP

D

60TH STREET EAST

OPEN

DOCTOR 55 ACRES

CARROT FIELD

OPEN

SON TISE FRAMS

19-00-19-119917

SEC 34-TN-11W5

SITE # 1-34-2

OPEN

1-34-1

1

50TH STREET EAST

CARROT FIELD

SHAR 150 ACRES

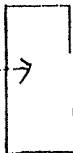
AVENUE M DIRT ROAD

CARROT FIELD

OPEN

AVENUE L-8

2 HOMES OCCUPIED



CARROT FIELD
80 ACRES

OPEN
6500

Pump



55TH STREET EAST DIRT ROAD

60TH STREET EAST

OPEN

DOCTOR 55 ACRES

CARROT FIELD



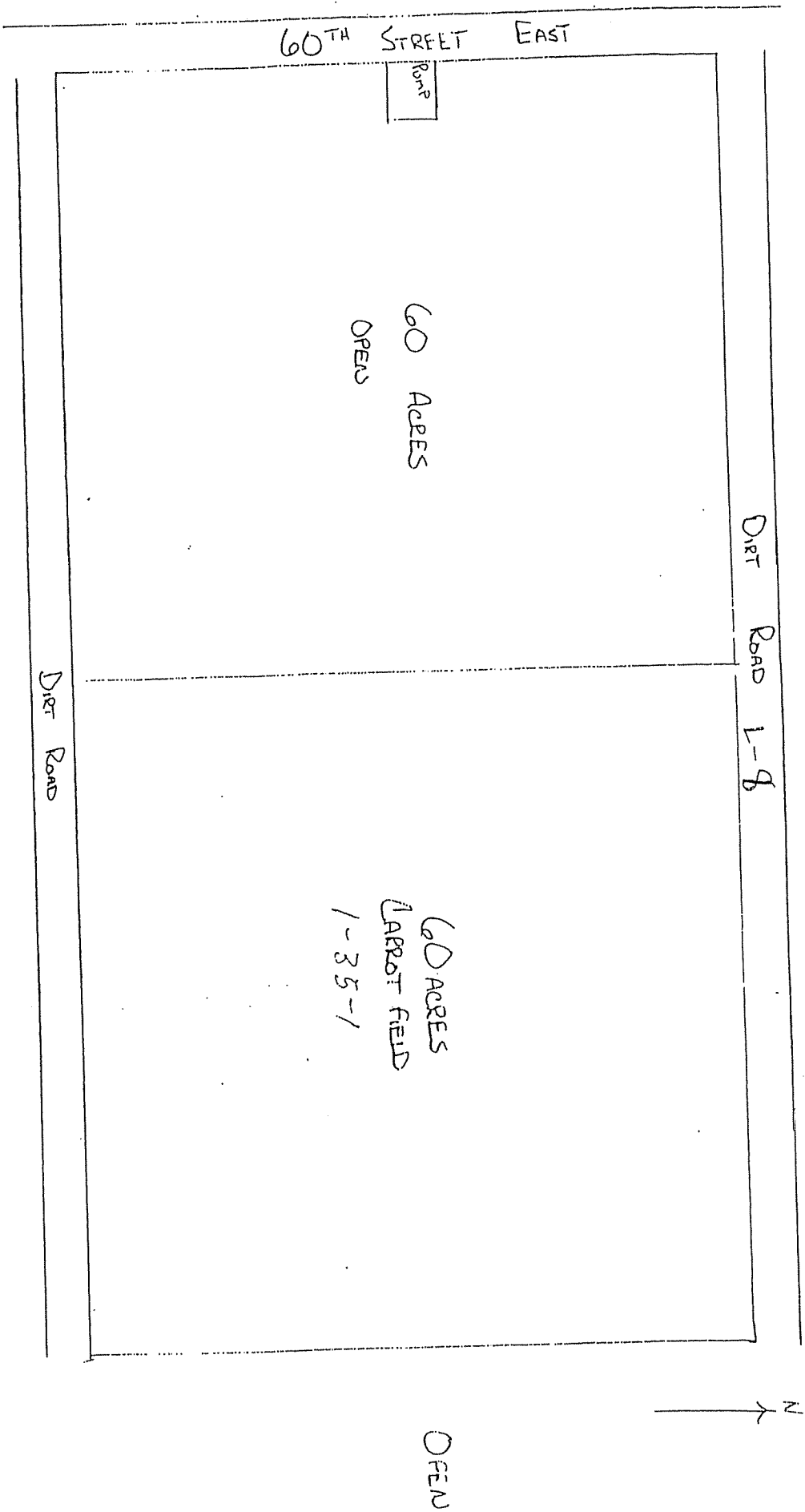
OPEN

SOUTH RISE FARMS

19-00-19-1199A

SEE 34-7N-11W 5

34-7N-11W 5



OPEN

OPEN

SONRIGE FARMS
19-00-19-1199H
SEC 35-7N-11W 5
SITE # 1-35-1

DOCTOR EAST
CARROT FIELD
60TH STREET EAST
BETWEEN AVENUE L-10

40TH STREET EAST

OPEN

DIRT ROAD

ONIONS FIELD

OPEN

CARROT FIELD

Ramp

AVENUE K

Ramp

1-21-2
POTATOE FIELD

CARROT FIELD

SONRIS E FARMS

19-00-19-1199A

SEC 21-TN-11W 5

KELLOGG 40TH

150 Acres Onions
45 Acres Potatoes

40TH STREET EAST

OPEN
DIET ROAD

1-21-1

ONION FIELD

OPEN

CARROT
FIELD



Pump

Pump

POTATOE FIELD

AVENUE K

CARROT FIELD

KELLOGG 40TH

SONRISSE FARMS

150 ACRES ONIONS

19-00-19-1199#

45 ACRES POTATOES

SEC. 21-TN-11W15

178# 4-21-1

OPEN

Avenue J

Port

OPEN

55TH STREET EAST (Dirt Road)

Onion Field

Port

Potatoe Field

Site #

1-23-1

OPEN

N
↑

Dirt Road

Carrot Field

SONRIS FARM

19-00-19-11994

SEC 23-TN-11W5

SITE # 1-23-1

KELLOGG 55TH
80 ACRES Onions
40 ACRES Potatoes

OPEN

Avenue J

POB

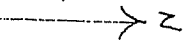
Onion Field

1-22-1

POB

Potatoe Field

OPEN



55TH STREET EAST (Dirt Road)

Dirt Road

Carrot Field

SON ROSE FARMS

19-00-19-1199A

SEC 22-TN-11W3

SITE # 1-22-1

KELLOGG	55TH
80 ACRES	Onions
40 ACRES	Potatoes

Union Field

Potatoe Field

500c

Carrot Field

Avenue K

SITE #
1-28-1

OPEN

YARD

2 Houses
OCCUPIED

Pump

CARROT FIELD
135 Acres

SONNIE FARMS
19-00-19-1199#
SEC 28-TN-11W5

OPEN

Pump

Pump

PUMP

40TH STREET EAST

50TH STREET EAST

OPEN

Union Field
120 Acres

PUMP

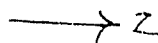
Avenue L

ALFALFA FIELD

COFFEE RAUCH

ALFALFA FIELD

4 Houses OCCUPIED



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

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

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-01-191199A

County HQ District #: 10

SON RISE FARMS
42016 IVES GROVE
LANCASTER, CA 93536

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

JOHN CALANDRI
43933 RYCKEBOSH LANE
LANCASTER, CA 93535

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

Turned

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

NOI required 24 hours prior to application

Numb	Pesticide	Pest(s)	Form	Method(s)	Applicator(s)
1050	CARBARYL	INSECTS	Wettable	Ground	PCO
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3830	METHOMYL	INSECTS	Wettable	Air	Ground
3940	METHYL PARATHIO	INSECTS	Liquid	Air	PCO
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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

***** 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:

Title:

Issuing Officer:

Sign:

Issue Date:

Issue Date:

SON RISE FARMS
Pesticides continued:

Permit #: 19-01-191199A

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	Air 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						

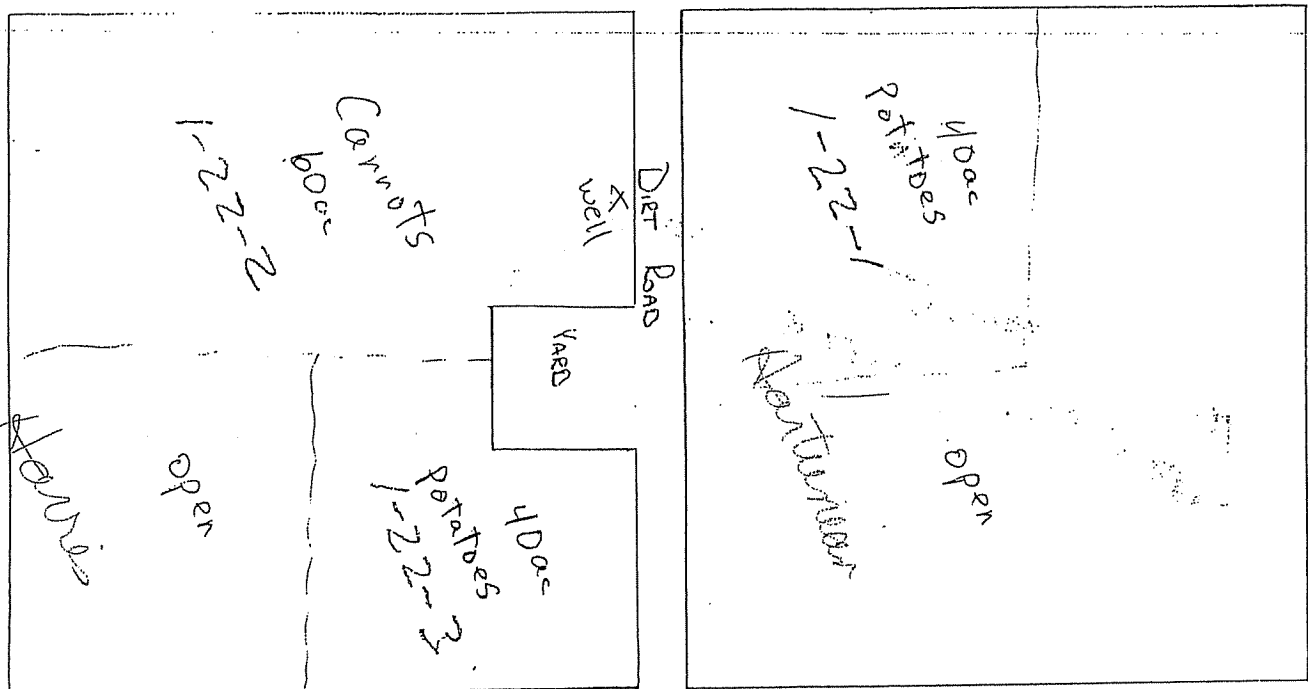
19102

Employees handle pesticides (Y or N) [Y]

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

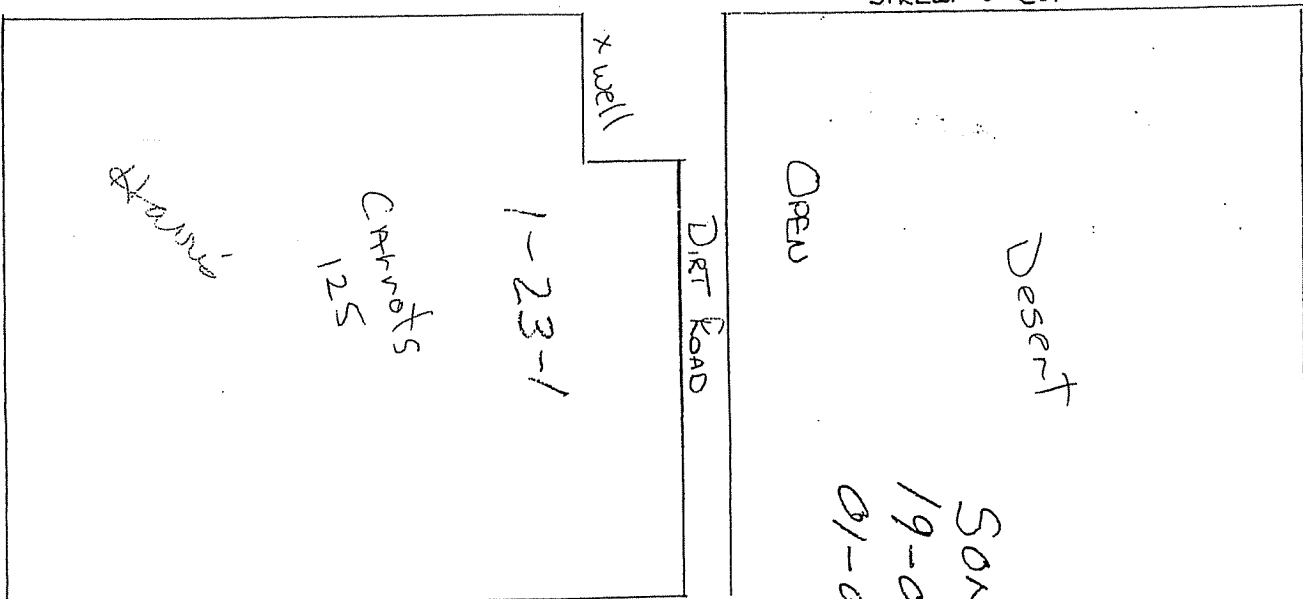
NT

8N 13W



60TH STREET WEST

AVENUE D (Hwy 138)



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

54

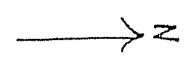
3 Homes Occupied
Dirt Road

6N 9W

1-34-3

DESERT NORTH
75 ACRES
?

OPEN



Dirt Road

1-34-4

DESERT SOUTH
75 ACRES
CARLOTS

170th STREET EAST

Dirt Road

1-34-1

BROWN
65 ACRES
CARLOTS

1-34-2

BROWN
80 ACRES
DIVISIONS

PUMP

PUMP

OPEN

OPEN

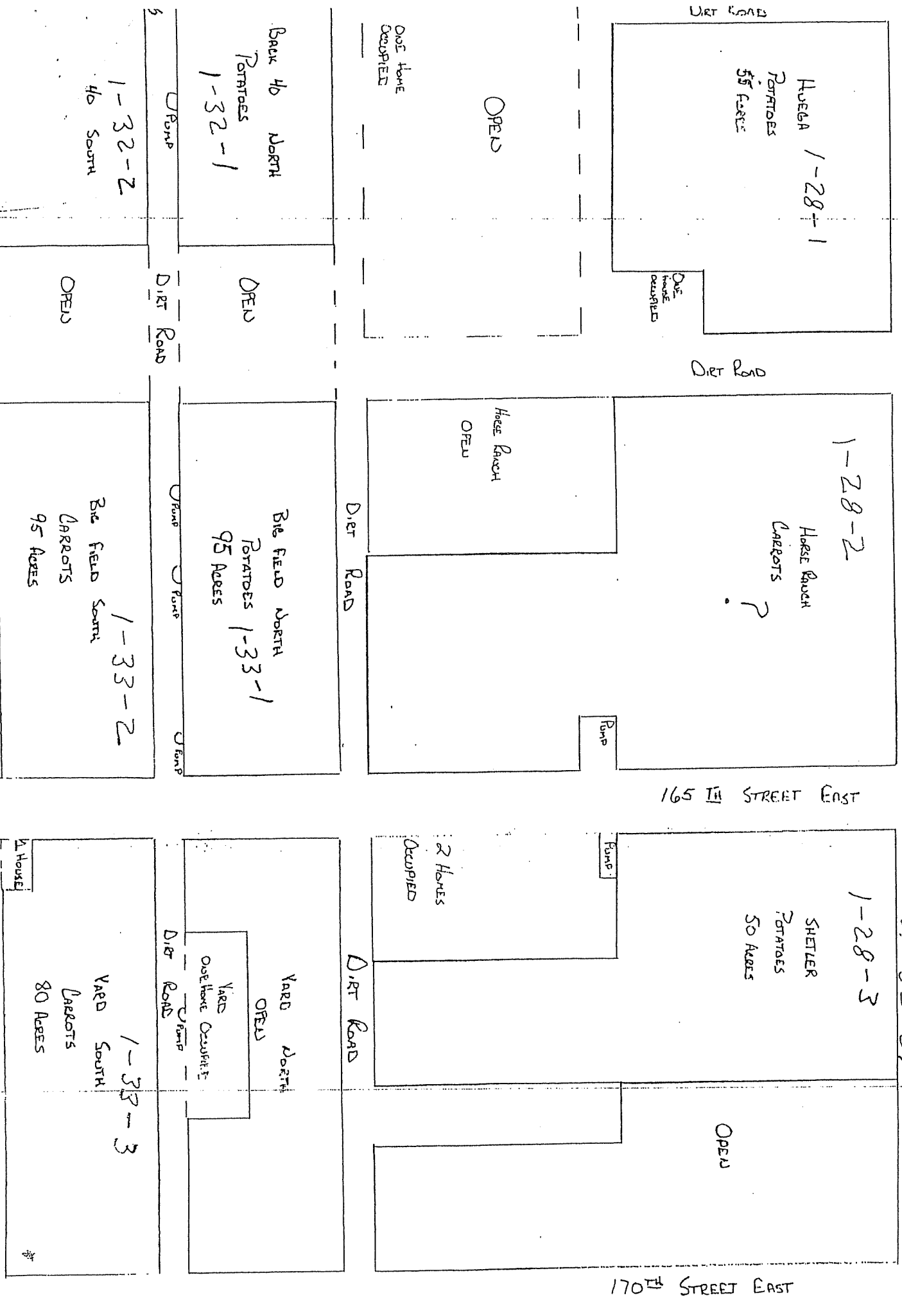
1 Home
Occupied

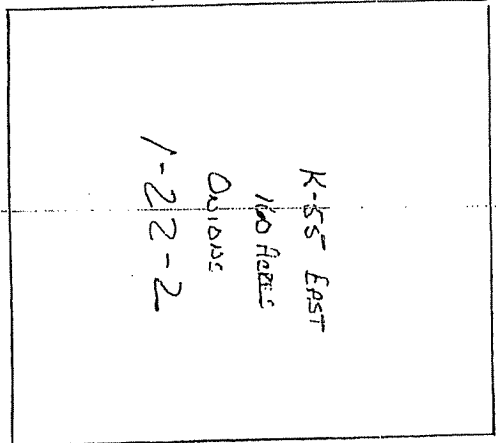
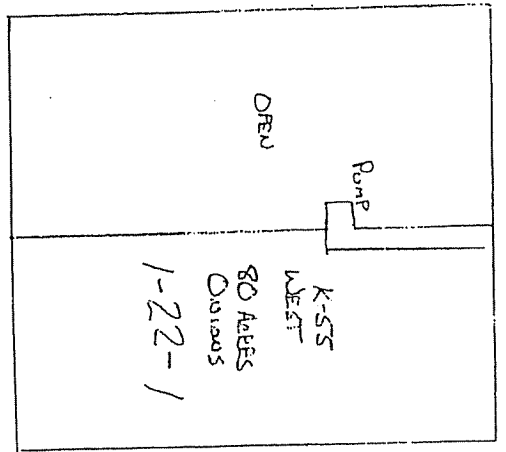
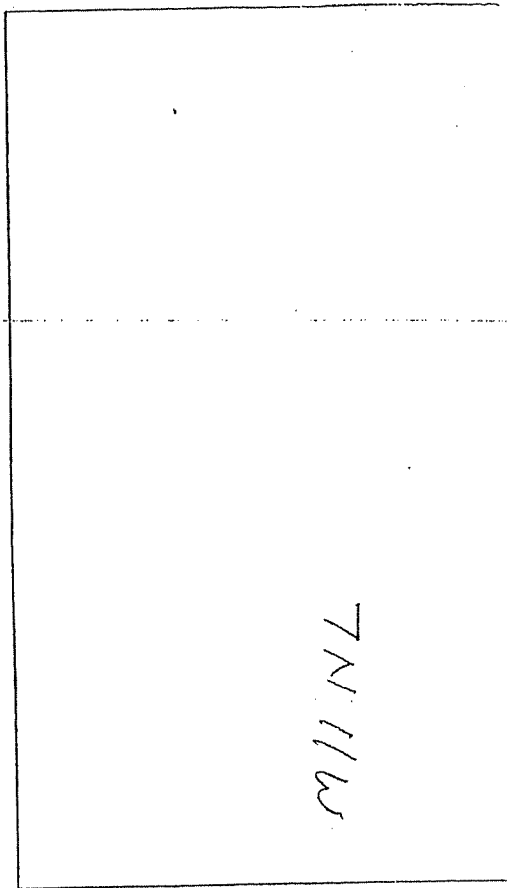
SOUL RISE FARMS
19-01-19-1199A
01-02-01

6N 9W

HOWES TO MORTGAGE
OPEN
FARMDALE BWC.

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

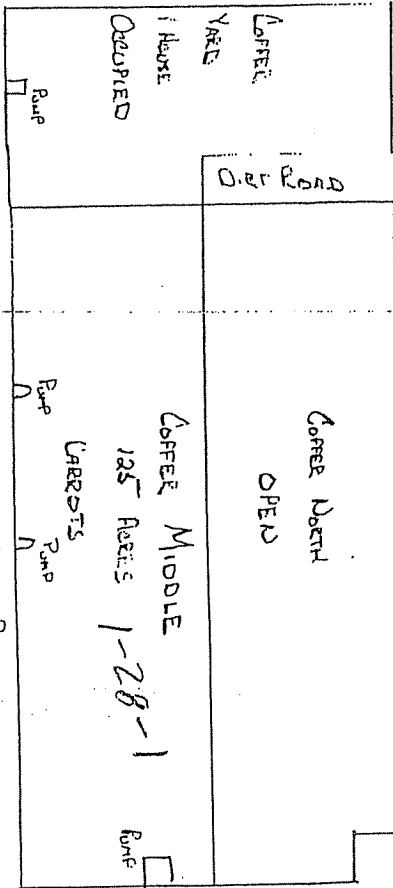




DIRT ROAD

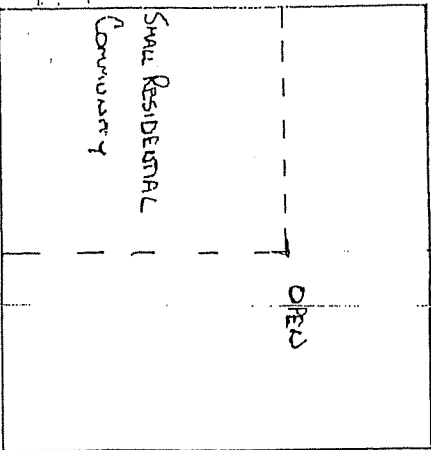
55TH STREET EAST DIRT ROAD

Avenue K

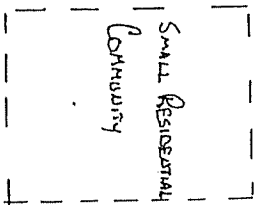
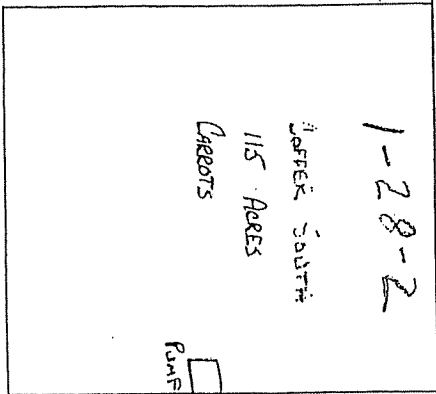


50TH STREET EAST

DIRT ROAD



DIRT ROAD



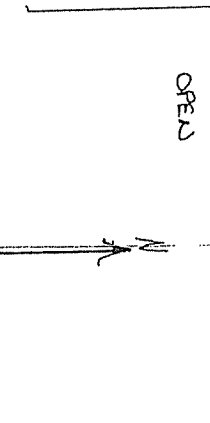
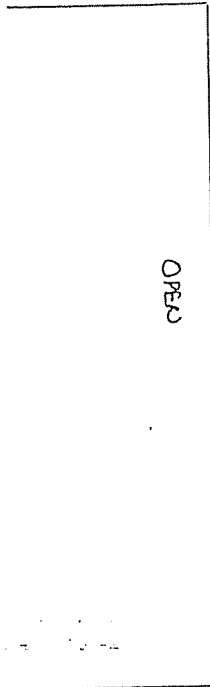
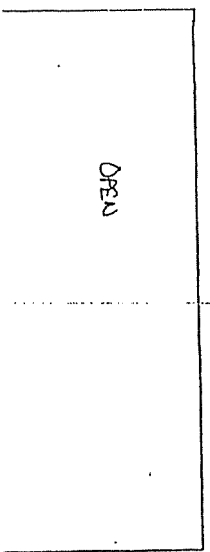
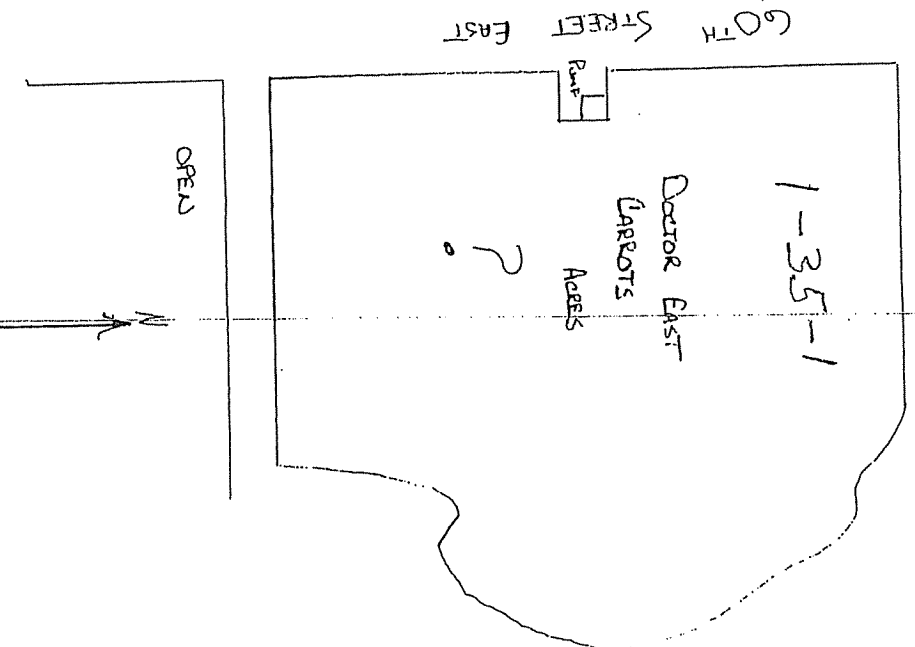
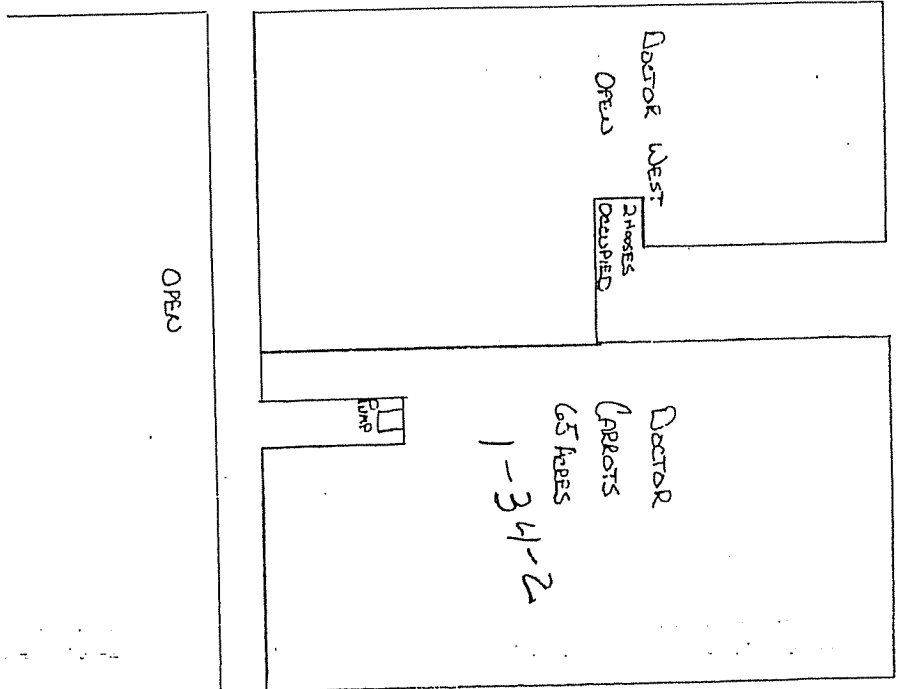
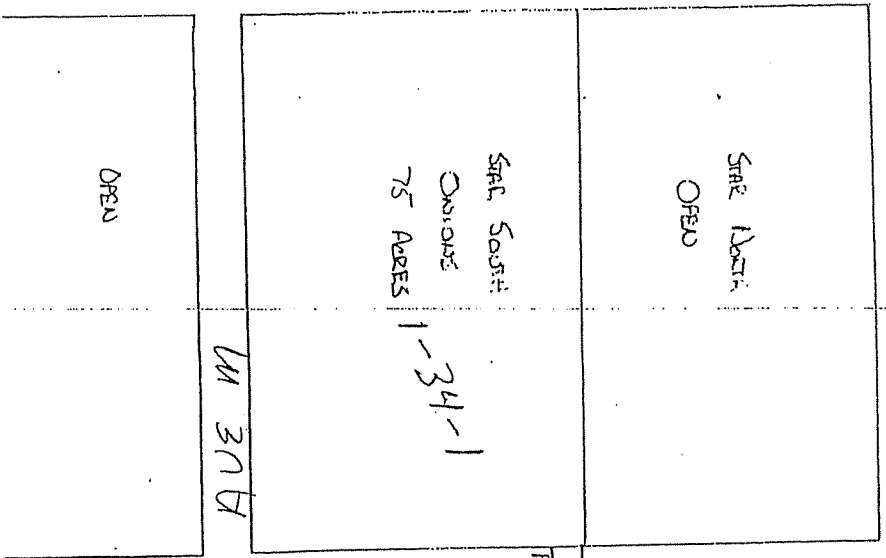
OPEN

ALFA FIELD

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

7N 11W

Dirt Road



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

FIELD OF

RAMP

1-36-2

POTATOES
50 ACRES

RESERVOIR

RAMP

1-36-3

POTATOES
40 ACRES

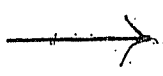
1-36-4

POTATOES
100 ACRES

RESERVOIR

RAMP

Avenue 6



OPEN

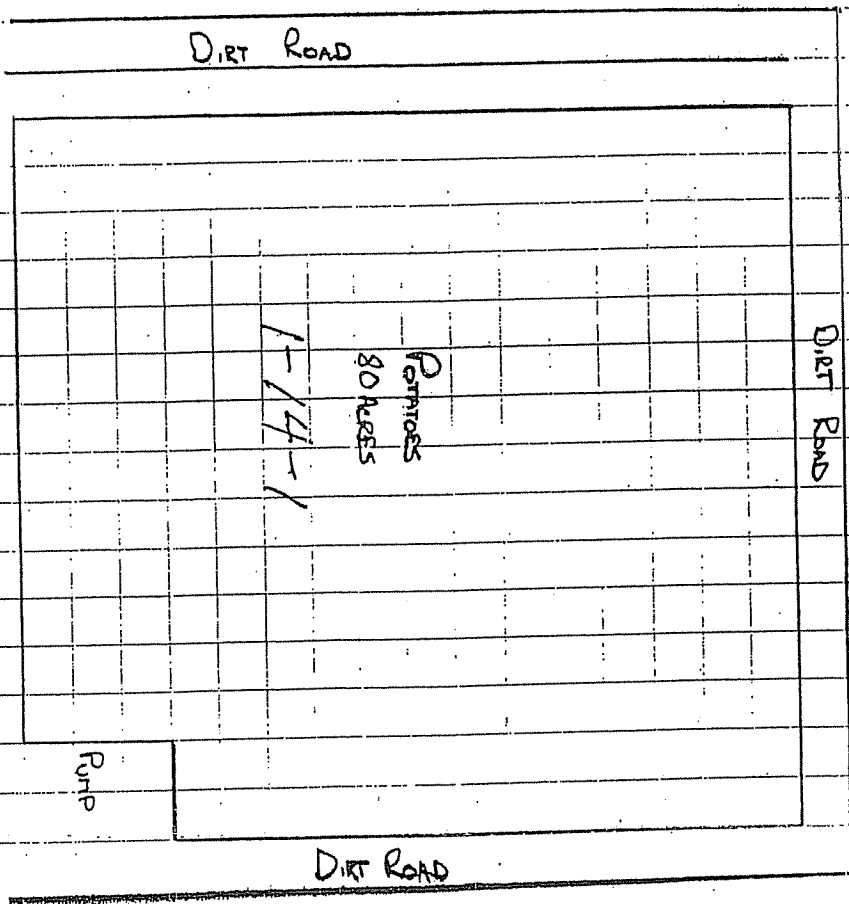
Home 3

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

ADAMSIDE SOUTH
190 ACRES
100' ST WEST AND AVENUE 6

36
8N 14W
5

OPEN



OPEN

DIRT ROAD

Patrios
80 ACRES

1-14-1

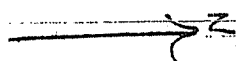
Pump

DIRT ROAD

Avenue S

One Home

Decayed



OPEN

Avole Ranch

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

SOM RISE FARMS

19-01-19-1199A

2-9-01

14 TN 11W 5

36 14W 8N 15

OPEN

Avenue F

CLUBS

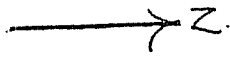
80 ACRES

1-36-1

Run

Der Rand

OPEN



OPEN

HOME S

NAKASODE NORTH
1 Mile North 100th Street West
Avenue B

SUNDRISE FARM S
19-01-19-1199A
2-9-01

Avenue S

0.1005

80 ACRES

1-5-1

100
ACRES

100
ACRES

TURKISH

160 ACRES

1/2 MILE EAST OF 165th AND AVENUE S

WEST

100
ACRES

5 5N 9W 5

SOMERSET FARMS

19-01-19-1199R

2-9-01

100
ACRES



TUBER SOUTH

STREET ~~WEST~~ AND AVENUE S.

MULE SOUTH ON 160TH

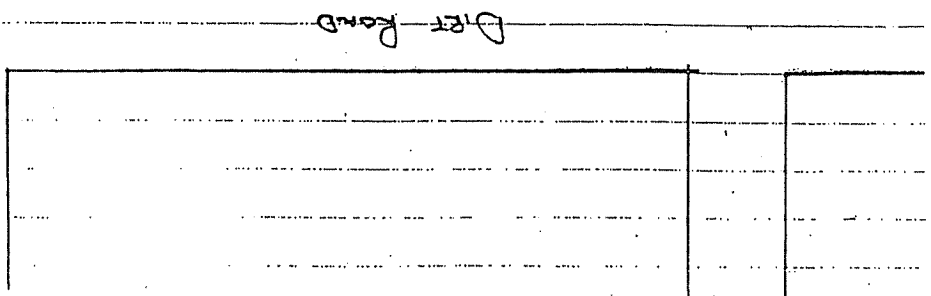
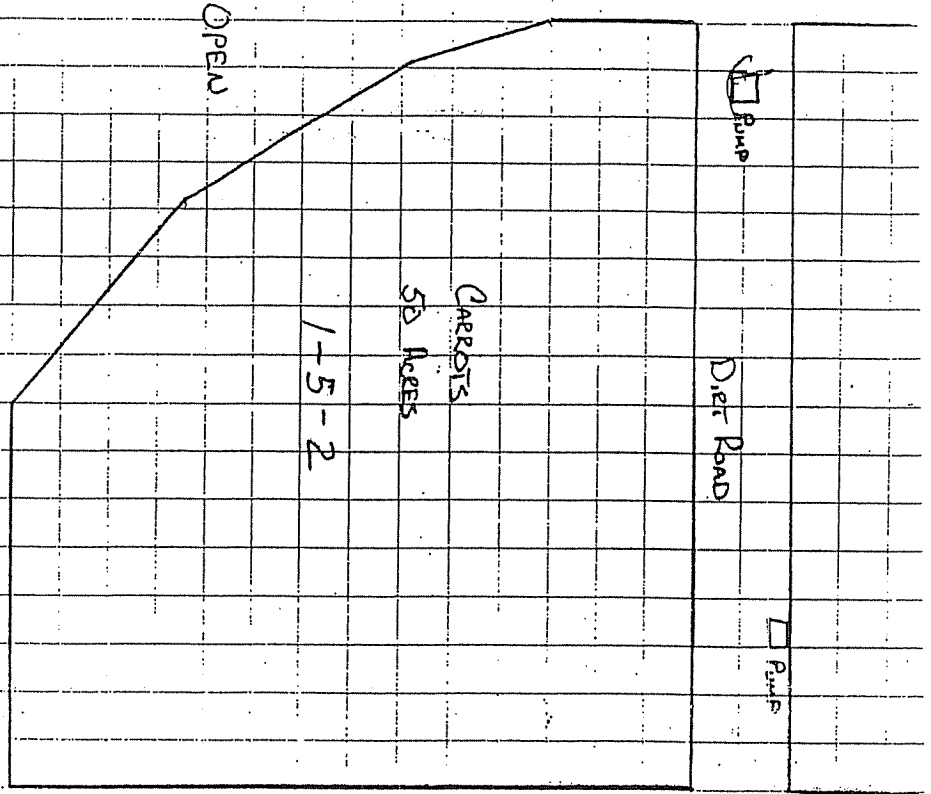
5 ~~OPEN~~ ~~5N~~

5 5N 9W 5

SOUND RISE FARM S

19-01-19-1199H

2-9-01



Firm: SON RISE FARMSID/permit #: 19-01-19-1199A

Employees handle pesticides (Y or N) | |

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

1-28-1		1	28	GN	9W	S
--------	--	---	----	----	----	---

POTATOES (code: 14013-0) 55A

6160, 1050, 3830, 5540 HUEGA

1-28-2			28	GN	9W	S
--------	--	--	----	----	----	---

CARROTS (code: 29111-0) ? 120AC

6160, 1050, 5540, HORSE RANCH

1-28-3			28	GN	9W	S
--------	--	--	----	----	----	---

POTATOES 50A

SHERLEI2

1-32-1			32	GN	9W	S
--------	--	--	----	----	----	---

POTATOES 40A

BACK 40 NORTH

1-32-2			32	GN	9W	S
--------	--	--	----	----	----	---

CARROTS 40A

BACK 40 SOUTH

1-33-1			33	GN	9W	S
--------	--	--	----	----	----	---

POTATOES 95A

BIG FIELD NORTH

UNCULTIVATED AG (code: 66000-0)

SAGEASH SITE

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	Town	Range	Meridian
				Quant	Unit	Condition

1-33-2		1	33	6N	9W	S
	CARROTS				95A	

Big field south

1-33-3			33	6N	9W	S
	CARROTS				80A	

YARD south

1-34-3			34	6N	9W	S
	? Potatoes				75A	

DESERT NORTH

1-34-4			34	6N	9W	S
	CARROTS				75A	

DESERT south

1-34-1			34	6N	9W	S
	CARROTS				65A	

BROWN

1-34-2			34	6N	9W	S
	ONIONS (CODE: 14011-0)				80A	

6160, 3830, 1050, 1980

BROWN

UNCULTIVATED AG

5 AC EACH SITE

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	Town	Range	Meridian
			Quant	Unit		Condition

1-34-1		1	34	TN	11W	S
--------	--	---	----	----	-----	---

ONIONS

75A

STAR SOUTH

1-34-2		34		TN	11W	S
--------	--	----	--	----	-----	---

CARROTS

65A

DOCTOR

1-35-1		35		TN	11W	S
--------	--	----	--	----	-----	---

CARROTS

? 120

DOCTOR EAST

1-22-1		22		TN	11W	S
--------	--	----	--	----	-----	---

ONIONS

80A

K-55 WEST

1-22-2		22		TN	11W	S
--------	--	----	--	----	-----	---

ONIONS

160A

K-55-EAST

1-28-1		28		TN	11W	S
--------	--	----	--	----	-----	---

CARROTS

125A

COPPER MIDDLE

UNCULTIVATED AG

5A EAST SITE

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
--------	--	------	---------------	--------------	---------------	-----------------------

1-28-2		1	28	7N	11W	S
--------	--	---	----	----	-----	---

CARROTS

115A

COPPER SOUTH

1-22-1

22 8N 13W S

POTATOES

40A

K-55

1-22-2

22 8N 13W S

CARROTS

60A

K-55

1-22-3

22 ~ 8N 13W S

POTATOES

40A

Harris

1-23-1

23 8N 13W S

CARROTS

125A

Harris

UNICULTIVATED AG

5A EACH SITE

Firm: SONRISE 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 Condition	Meridian
1-5-1	ONIONS	1	5	5N	9W	S
				80A		
<u>TURNER</u>						
1-5-2	CARROTS		5	5N	9W	S
				50A		
<u>TURNER SOUTH</u>						
1-14-1	POTATOES		1	7N	14W	S
				80A		
<u>AVOLE RANCH</u>						
1-36-1	CARROTS		36	8N	14W	S
				80A		
<u>NAKASONE NORTH</u>						
1-36-2	POTATOES		36	8N	14W	S
				50A		
<u>NAKASONE SOUTH</u>						
1-36-3	POTATOES		36	8N	14W	S
				40A		
<u>NAKASONE SOUTH</u>						
	UNCULTIVATED AG				5A	EAST SITE

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

NAKASONE GOUTH

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 #: 19-02-191199A

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 :

Turner

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

NOI required 24 hours prior to applicatio

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-19-012 (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:

Title: Owner

Issue Date:

Issuing Officer:

Issue Date:

SON RISE FARMS

Permit #: 19-02-191199A

Pesticides continued:

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

Employees handle pesticides (Y or N) [Y]

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

SON RISE FARMS

Permit #: 19-02-191199A

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

SON RISE FARMS

Permit #: 19-02-191199A

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

1-32-1		10	32	06N	09W	S
--------	--	----	----	-----	-----	---

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

1-32-2	BACK 40 SOUTH	10	32	06N	09W	S
--------	---------------	----	----	-----	-----	---

	CARROT (Code: 29111- 0)			40.00	A	
	1050, 5540, 6160					

	BACK 40 SOUTH	10	32	06N	09W	S
--	---------------	----	----	-----	-----	---

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

1-33-1	BIG FIELD NORTH	10	33	06N	09W	S
--------	-----------------	----	----	-----	-----	---

	CARROTS POTATO (Code: 14013- 0)			95.00	A	
	1050, 3830, 5540, 6160					

	BIG FIELD NORTH	10	33	06N	09W	S
--	-----------------	----	----	-----	-----	---

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

1-33-2	BIG FIELD SOUTH	10	33	06N	09W	S
--------	-----------------	----	----	-----	-----	---

	CARROT (Code: 29111- 0)			95.00	A	
	1050, 5540, 6160					

	BIG FIELD SOUTH	10	33	06N	09W	S
--	-----------------	----	----	-----	-----	---

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

1-33-3	YARD SOUTH NORTH	10	33	06N	09W	S
--------	-----------------------------	----	----	-----	-----	---

	CARROT (Code: 29111- 0)			80.00	A	
	1050, 5540, 6160					

	YARD SOUTH	10	33	06N	09W	S
--	------------	----	----	-----	-----	---

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

1-34-1	STAR SOUTH	10	34	06N	09W	S
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	CARROTS ONION DRY ETC (Code: 14011- 0)			75.00	A	
	1050, 1980, 3830, 6160					

1-34-2 STAR NORTH

ONIONS

34. 06N 09W S
75.00 A

SON RISE FARMS

Permit #: 19-02-191199A

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

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

SIGNATURE

DATE

*** Last Page ***

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

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

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

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 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 K-70		23	TN	11W	S
						80A
1-22-1	ONIONS		22	TN	11W	S
						80A
J-53						

UNCULTIVATED Ag

5A EACH SITE

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

Site #	Location/Site Narrative Crop Chemical Code	Dist	Sect Quant	Town Unit	Range Unit	Meridian Condition
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1-28-1	Copper South	10	28	TN	11W	S
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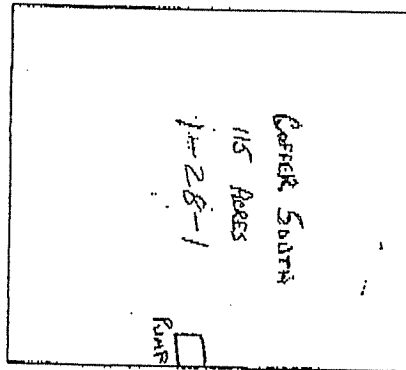
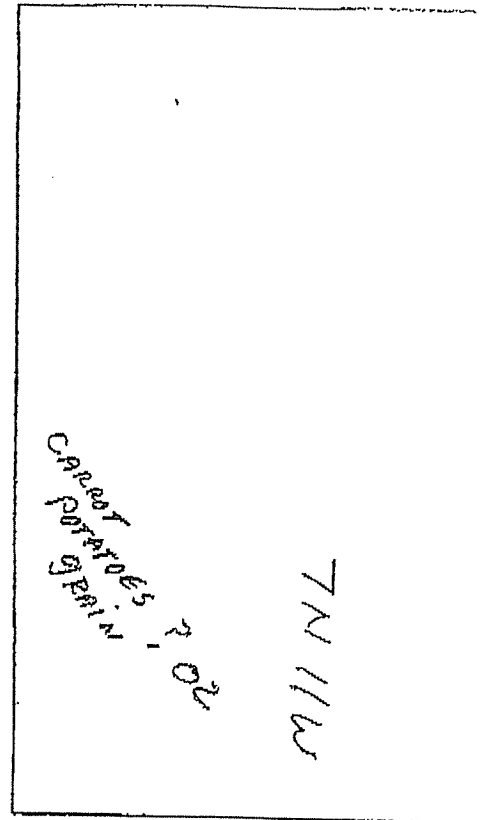
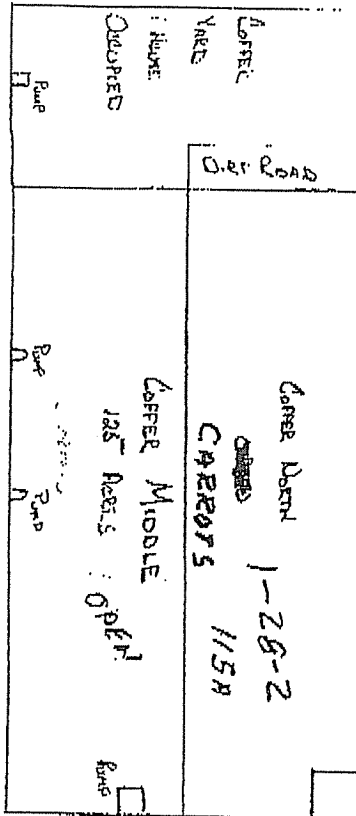
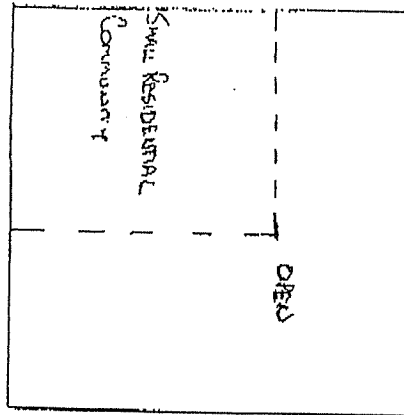
ONIONS

115A

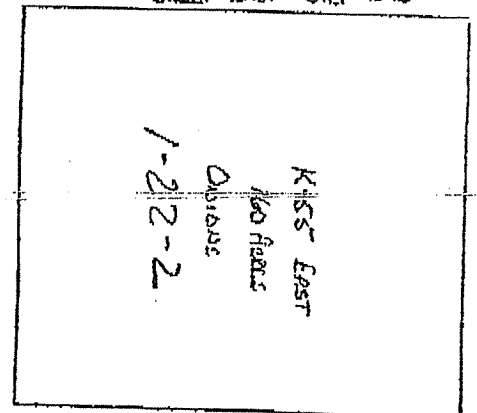
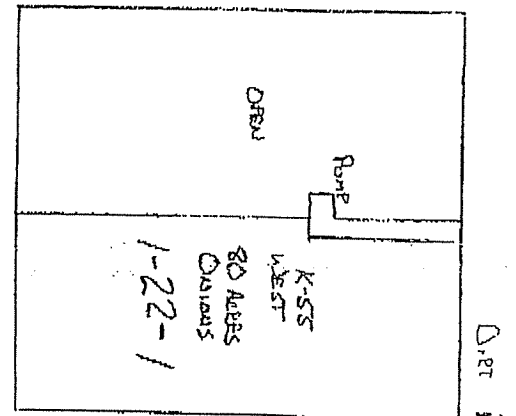
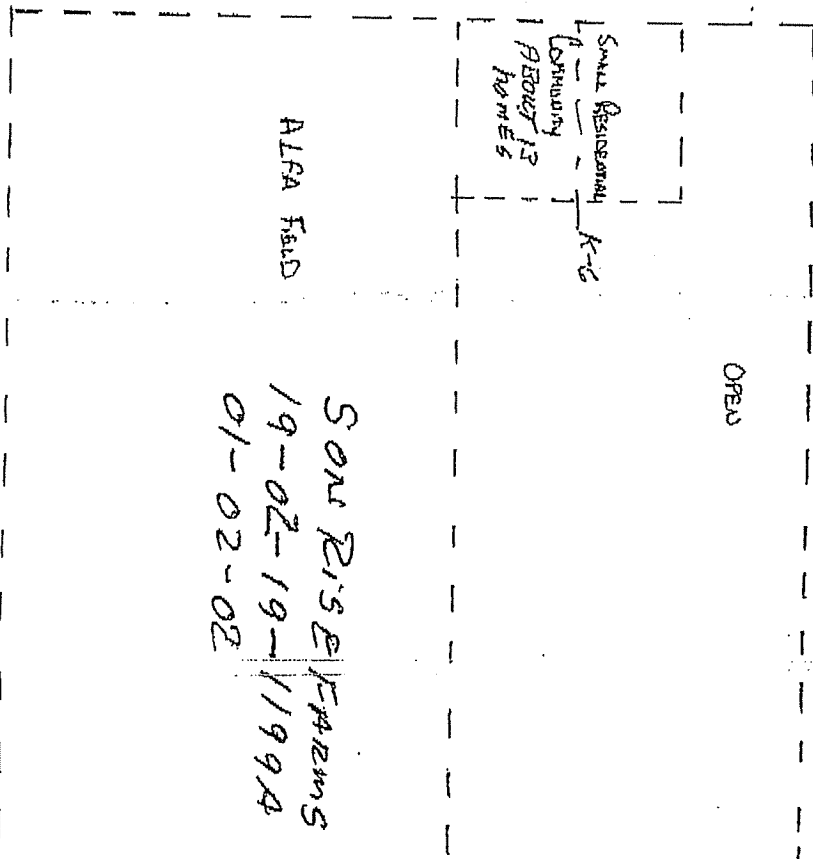
6160

40TH STREET EAST

HOMES



50TH STREET EAST



OPEN

Restricted Materials Permit / L.D. Number

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

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

UNCULTIVATED AG

5A EACH SITE

North ↑

23 1N 11W

SOM RISE FARMS
19-02-19-1199

Ave J

70th
East

open

open

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

carrots

carrots

open

carrots

X
well

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

well X

open

Ave K

open

□
Home

open

open

K-70
J-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
45ac
Onions
K-45-North
1-21-3
45ac
Onions
K-45-South

carrots

carrots

open

Ave. K
carrots

K-40
K-45 North
K-45 South

North ↑

SONRISE 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

601-742-1088

LANC

Arcadia

RESTRICTED MATERIALS PERMIT

PERMIT #: 19-03-191199A

County HQ District #: 10

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

Expiration Date: 12/31/2003

Effective Date: 01/01/2003

Turner

Home:

Shop: (661)945-0616

Fax:

Mobile:

Permittee Type	Permit Type	Possession	NOI Method of Submission
Private App ☒	Seasonal ☒	Poss & Use ☒	Phone ☒ Fax ☒
G 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 Ground	PCO
3830	METHOMYL	INSECTS	Wettable	Air Ground	PCO
3940	METHYL PARATHIO	INSECTS	Liquid	Air	PCO
4840	ALUMINUM PHOSPH	RODENTS	Fumigant	Other	Grower
5540	STRYCHNINE	RODENTS	Bait	Other	Grower
6160	METAM SODIUM	SOIL PEST	Liquid	Other	Grower
6260	ZINC PHOSPHIDE	RODENTS	Bait	Other	Grower
6360	2,4-D	WEEDS	Liquid	Air Ground	PCO Grower

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

Non-Ag Use:

Conditions: PA-19-012(G3)

PA-19-00056 (05)

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

Permit Applicant: _____

Sign: Ken StacyTitle: ForemanIssue Date: 1-7-03Issuing Officer: May P. MarkIssue Date: 1-7-03Ken Stacy

1-7-03

SON RISE FARMS
Pesticides continued:

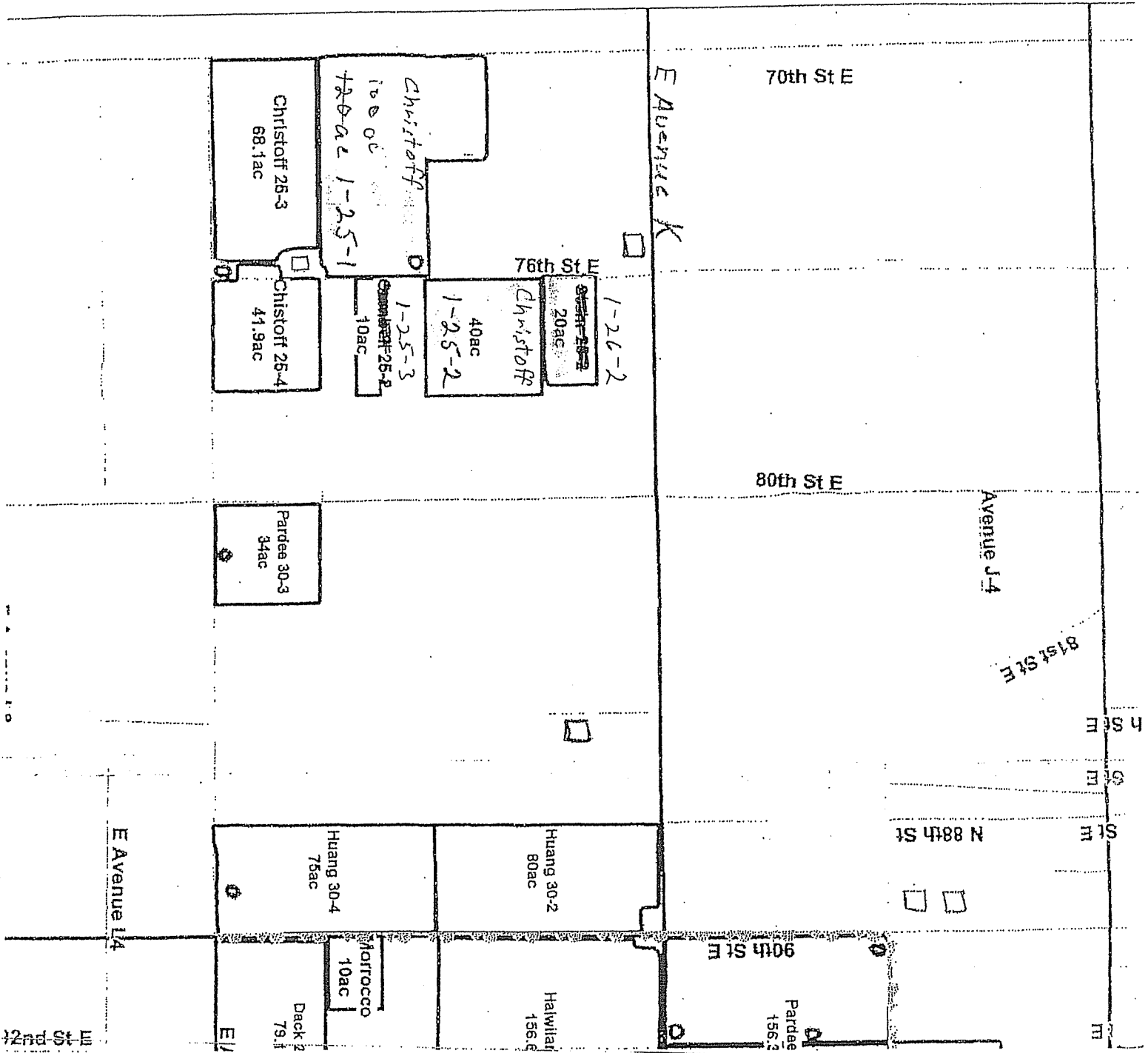
Permit #: 19-03-191199A

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

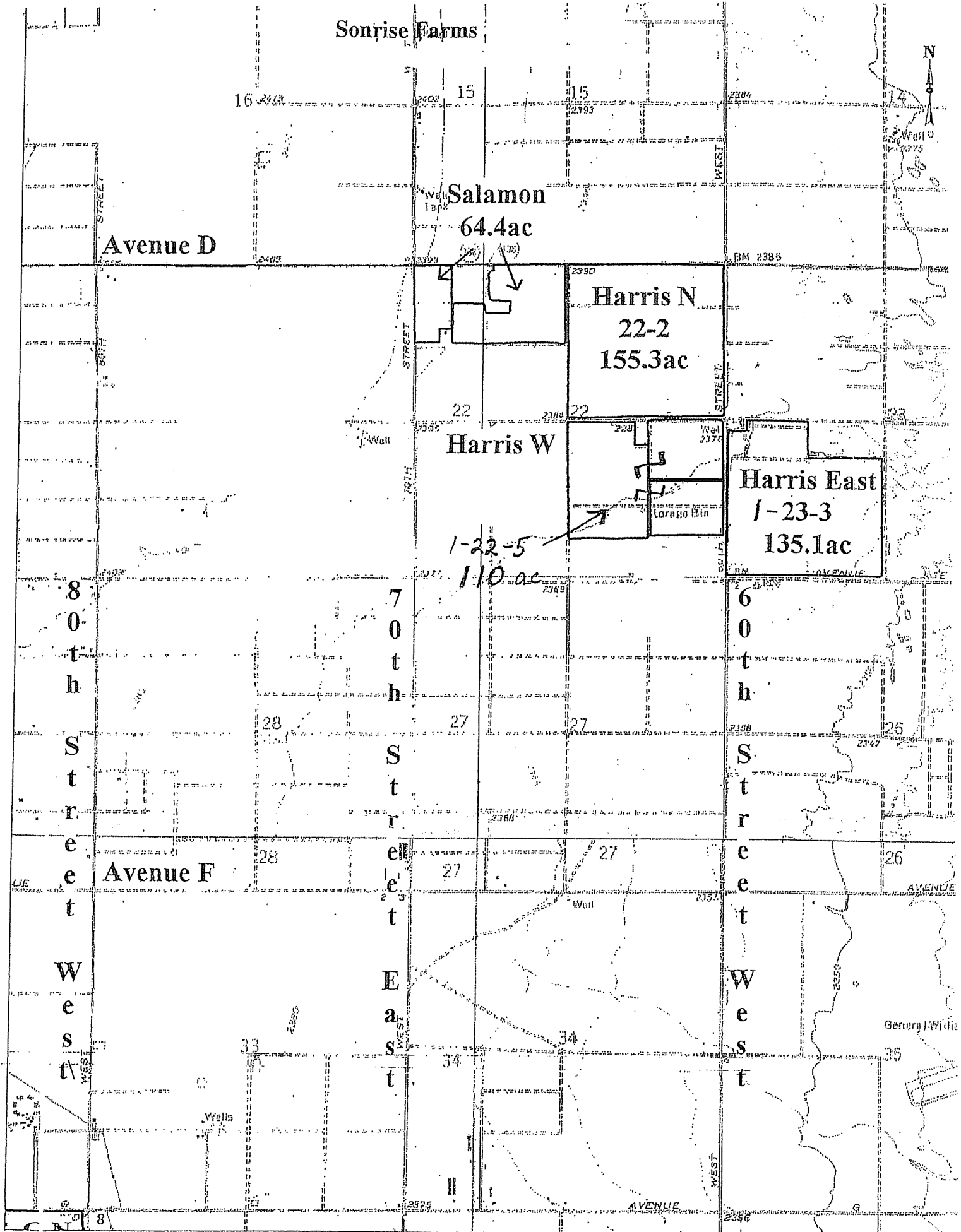
Employees handle pesticides (Y or N) {Y}

~~CONFIDENTIAL~~

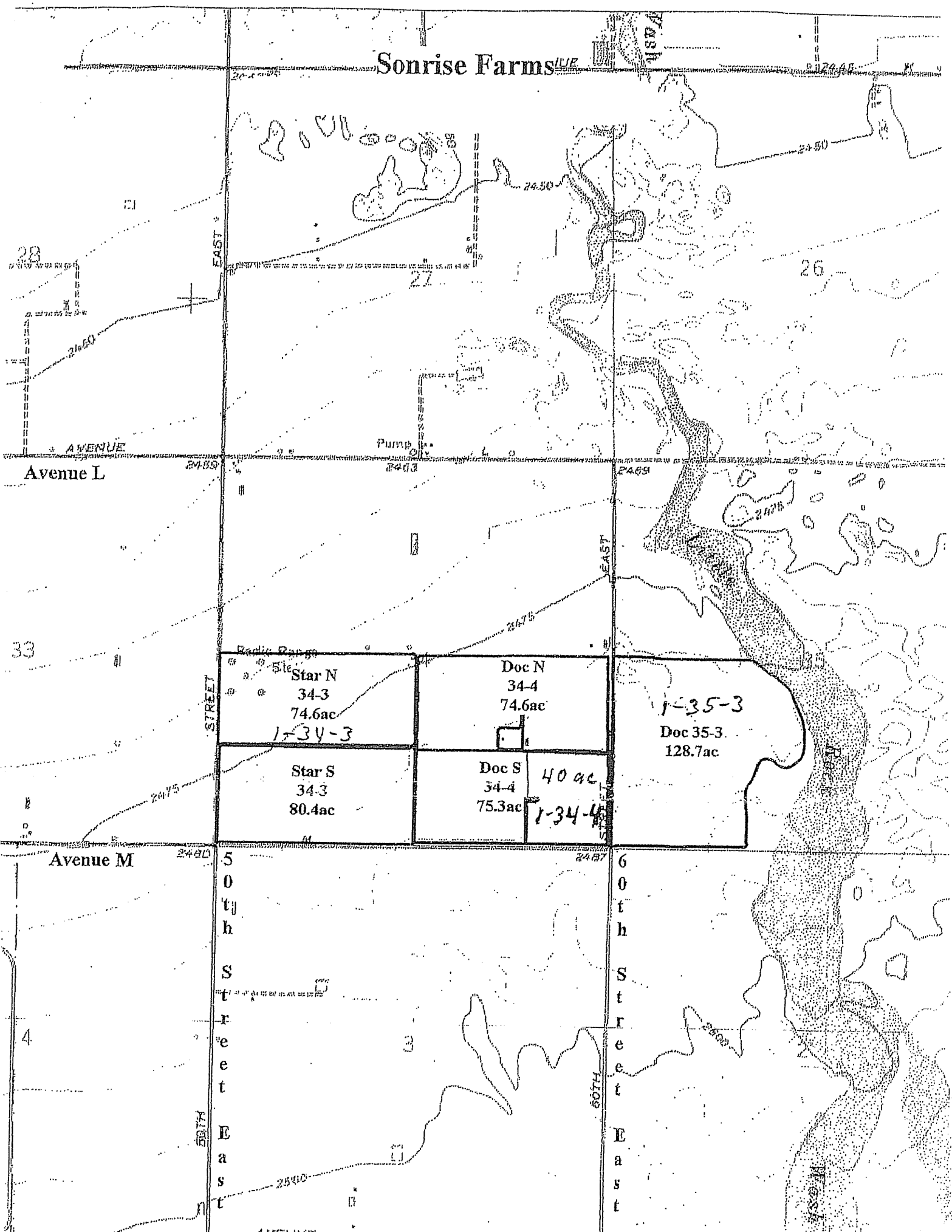
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Sonrise Farms



Sonrise Farms



STREET

EAST

60TH

60TH STREET EAST

60TH STREET EAST

AVENUE

Avenue L

Avenue M

Avenue P-12

Chuka Ave

Lake Los Angeles
Middle Sch

Palmdale Blvd

Huego 29-4
51.7ac

Horse 28-3
124.6ac

Shetler 28-4
142.6ac

Ajamian
40ac

E Avenue R

Back 32-2N
40.3ac

Big Field 33-1N
95.7ac

Yard 33-2N
72.4ac

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

Back 32-2S
42.7ac

Big Field 33-1S
105.7ac

Yard 33-2S
88.4ac

Desert 34-1S
78.3ac

Brown 34-3
150.9ac

E Avenue S

Turner 5-1W
84.3ac

Turner
East

1-5-2

85.5ac

Turner 5-1 S
42.9ac

E Avenue S4

E Avenue S8

154th St E

156th St E

158th St E

159th St E

160th St E

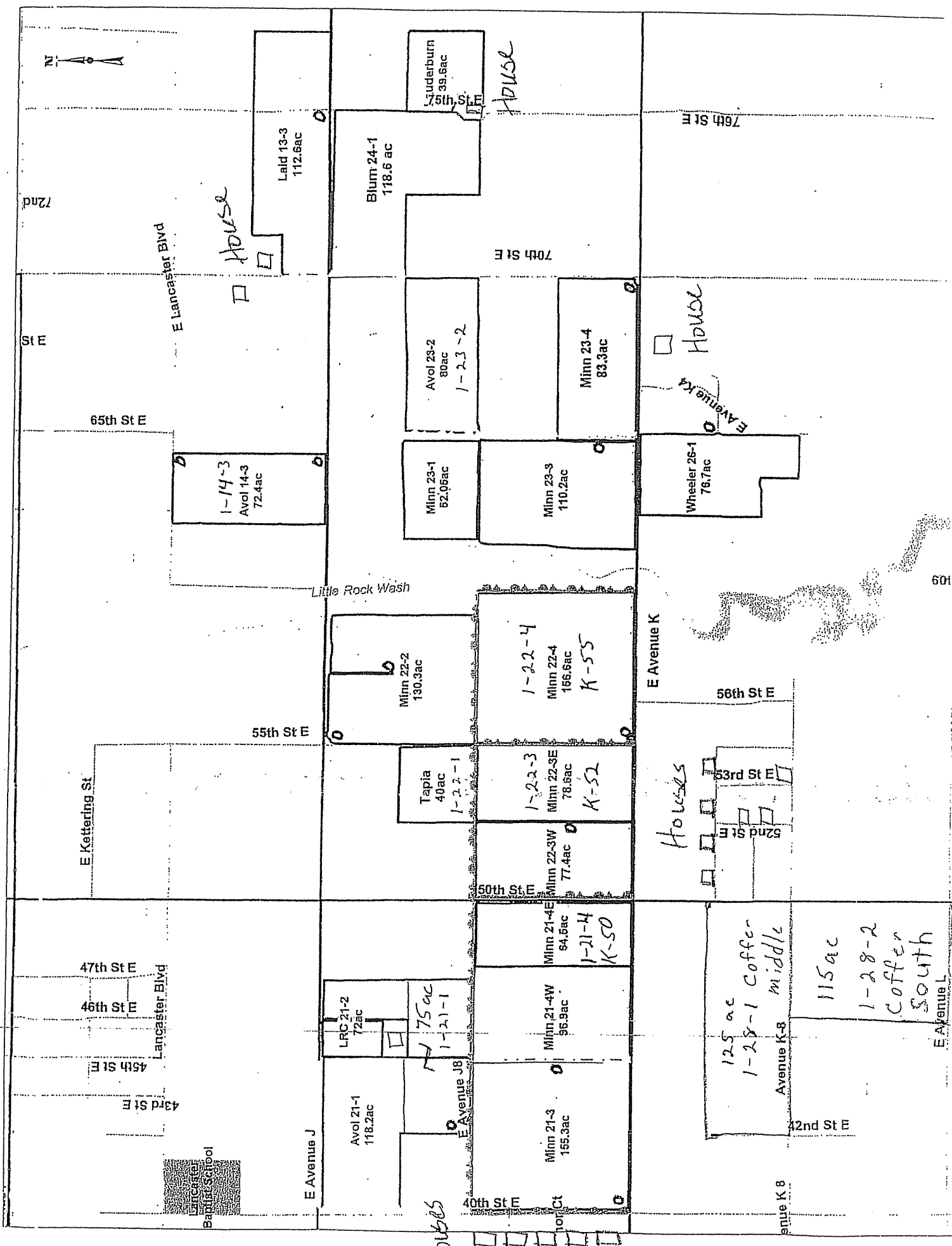
170th St E

171st St E

172nd St E

173rd St E

Antelope Hwy
153rd St E
Avenue R-8



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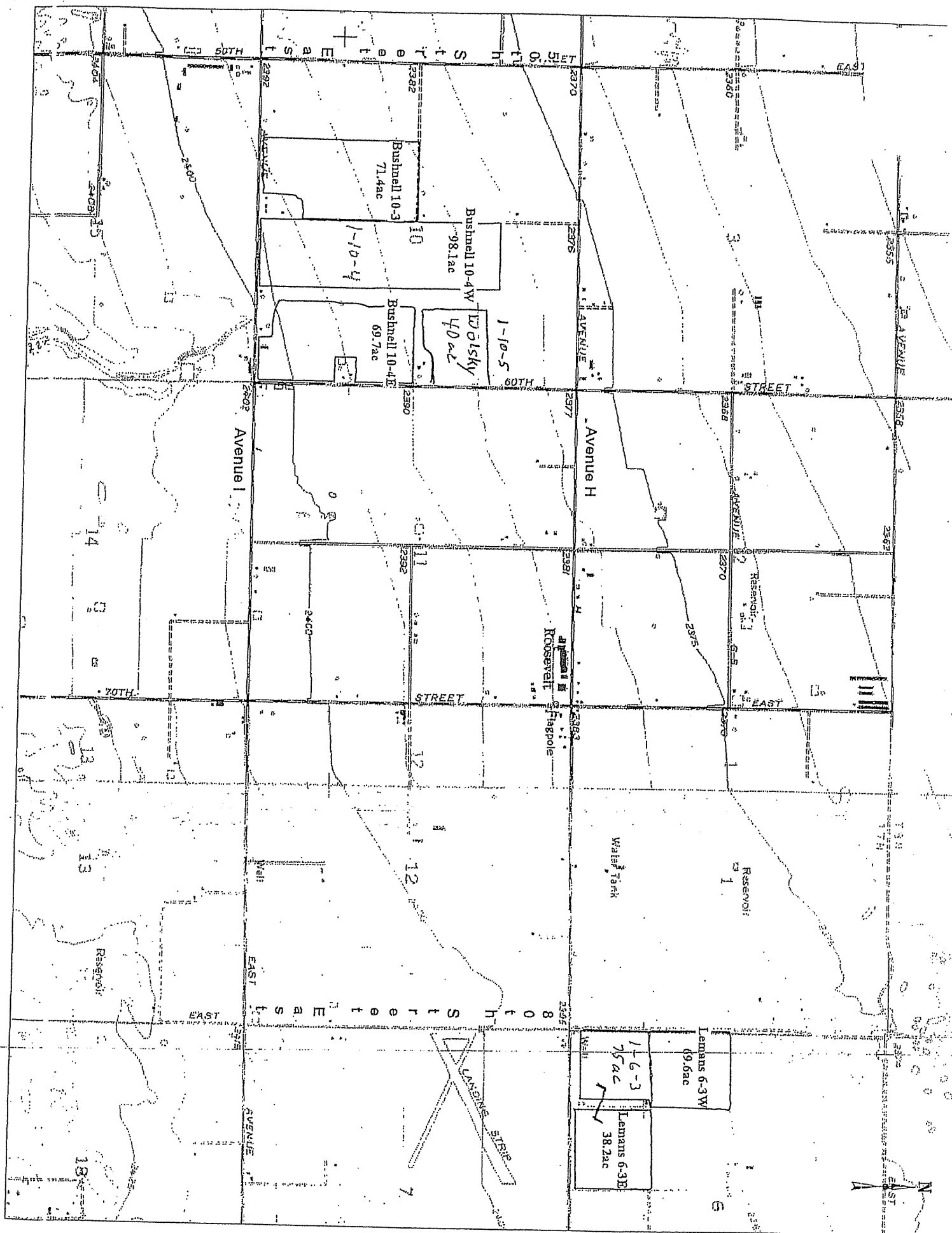


EXHIBIT "E"

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

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

EXHIBIT "G"

See Document Posted to the Court Web Site. Plus see attached back up.

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

EXHIBIT "H"

See Document Posted to the Court Web Site. Plus see attached back up.

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

EXHIBIT "I"

See Document Posted to the Court Web Site. Plus see attached back up.

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EXHIBIT "J"

See Document Posted to the Court Web Site. Plus see attached back up.

RANCH	Legend	YEAR	CROP	ACRES	CO-EFFICIENT	ACRE FEET	af/ranch
Alesso	L	2003	carrot	160	4.55	728	
Alesso	L	2004	carrot	160	4.55	728	1456
Avol	L	2001	potato	80	3.35	268	
Avol	L	2002	potato	80	3.35	268	
Avol	L	2003	onion	342	5.22	1785.24	
Avol	L	2004	onion	80	5.22	417.6	2738.84
Beery	P	2000	carrot	240	4.55	1092	
Beery	P	2001	carrot	280	4.55	1274	
Beery	P	2002	carrot	240	4.55	1092	
Beery	P	2003	carrot	220	4.55	1001	
Beery	P	2004	carrot	160	4.55	728	5187
Blum	L	2004	onion	160	5.22	835.2	835.2
Brown	L	2000	carrot	80	4.55	364	
Brown	L	2000	onion	65	5.22	339.3	
Brown	L	2001	carrot	65	4.55	295.75	
Brown	L	2001	onion	80	5.22	417.6	
Brown	L	2002	carrot	80	4.55	364	
Brown	L	2002	onion	65	5.22	339.3	2119.95
Bushnell	L	2003	carrot	99	4.55	450.45	
Bushnell	L	2004	onion	40	5.22	208.8	659.25
Apple	P	2003	carrot	120	4.55	546	
Apple	P	2004	carrot	30	4.55	136.5	682.5
Christoff	L	2004	onion	100	5.22	522	522
Coffer	C	2000	carrot	135	4.55	614.25	
Coffer	C	2000	onion	120	5.22	626.4	
Coffer	C	2001	carrot	240	4.55	1092	
Coffer	C	2002	carrot	115	4.55	523.25	
Coffer	C	2002	onion	115	5.22	600.3	
Coffer	C	2003	carrot	125	4.55	568.75	
Coffer	C	2003	onion	115	5.22	600.3	
Coffer	C	2004	carrot	275	4.55	1251.25	
Coffer	C	2011	carrot	80	4.55	364	
Coffer	C	2011	onion	120	5.22	626.4	
Coffer	C	2011	grain	245	3.01	737.45	
Coffer	C	2012	onion	200	5.22	1044	
Coffer	C	2012	grain	245	3.01	737.45	9385.8
Doctor	L	2000	carrot	140	4.55	637	
Doctor	L	2001	carrot	185	4.55	841.75	
Doctor	L	2002	carrot	185	4.55	841.75	
Doctor	L	2003	carrot	169	4.55	768.95	
Doctor	L	2004	carrot	134	4.55	609.7	
Doctor	L	2011	carrot	40	4.55	182	
Doctor	L	2011	onion	80	5.22	417.6	
Doctor	L	2011	grain	35	3.01	105.35	
Doctor	L	2012	grain	155	3.01	466.55	4870.65
Godde	P	2003	carrot	100	4.55	455	
Godde	P	2003	onion	50	5.22	261	
Godde	P	2004	carrot	60	4.55	273	989
Harris	L	2001	carrot	125	4.55	568.75	
Harris	L	2001	potato	40	3.35	134	
Harris	L	2002	carrot	185	4.55	841.75	
Harris	L	2003	carrot	245	4.55	1114.75	2659.25
Harter	L	2001	carrot	80	4.55	364	
Harter	L	2001	potato	80	3.35	268	
Harter	L	2003	onion	140	5.22	730.8	
Harter	L	2004	carrot	80	4.55	364	1726.8
Hartunian	L	2001	potato	40	3.35	134	
Hartunian	L	2002	carrot	200	4.55	910	
Hartunian	L	2004	carrot	155	4.55	705.25	1749.25
Home	P	2004	carrot	160	4.55	728	728

Horse	L	2000	carrot	145	4.55	659.75	
Horse	L	2001	carrot	120	4.55	546	
Horse	L	2002	carrot	120	4.55	546	1751.75
Huega	L	2000	carrot	55	4.55	250.25	
Huega	L	2001	potato	55	3.35	184.25	
Huega	L	2002	carrot	55	4.55	250.25	684.75
Icardo	P	2003	carrot	130	4.55	591.5	591.5
Johns	C	2001	carrot	125	4.55	568.75	
Johns	C	2002	onion	120	5.22	626.4	
Johns	C	2003	carrot	205	4.55	932.75	
Johns	C	2004	carrot	40	4.55	182	
Johns	C	2011	carrot	220	4.55	1001	
Johns	C	2012	grain	220	3.01	662.2	3973.1
Kim	L	2004	carrot	80	4.55	364	364
Kochen	L	2003	onion	280	5.22	1461.6	
Kochen	L	2004	carrot	280	5.22	1461.6	2923.2
Lane	L	2002	carrot	160	4.55	728	
Lane	L	2003	carrot	120	4.55	546	
Lane	L	2004	carrot	160	4.55	728	2002
Lauterburn	L	2003	onion	40	5.22	208.8	208.8
Lemans-Leviste	L	2003	onion	75	5.22	391.5	391.5
Minn	L	2001	carrot	60	4.55	273	
Minn	L	2001	onion	240	5.22	1252.8	
Minn	L	2001	potato	40	3.35	134	
Minn	L	2002	carrot	185	4.55	841.75	
Minn	L	2002	onion	700	5.22	3654	
Minn	L	2002	potato	80	3.35	268	
Minn	L	2003	onion	369	5.22	1926.18	
Minn	L	2004	onion	320	5.22	1670.4	
Minn	L	2012	onion	130	5.22	678.6	10698.73
Nakasone	L	2001	carrot	80	4.55	364	
Nakasone	L	2001	potato	190	3.35	636.5	
Nakasone	L	2002	carrot	250	4.55	1137.5	
Nakasone	L	2004	carrot	198	4.55	900.9	3038.9
Retlaw	L	2000	carrot	285	4.55	1296.75	
Retlaw	L	2000	onion	40	5.22	208.8	
Retlaw	L	2001	carrot	290	4.55	1319.5	
Retlaw	L	pot	potato	170	3.35	569.5	
Retlaw	L	2002	carrot	385	4.55	1751.75	
Retlaw	L	2002	onion	75	5.22	391.5	
Retlaw	L	2002	potato	40	3.35	134	
Retlaw	L	2003	onion	75	5.22	391.5	
Retlaw	L	2004	onion	155	5.22	809.1	6872.4
Silvershields	L	2001	carrot	320	4.55	1456	
Silvershields	L	2002	onion	160	5.22	835.2	
Silvershields	L	2003	carrot	320	4.55	1456	3747.2
Stoner	P	2000	carrot	490	4.55	2229.5	
Stoner	P	2001	carrot	400	4.55	1820	
Stoner	P	2002	carrot	240	4.55	1092	
Stoner	P	2003	carrot	390	4.55	1774.5	6916
Tapia	L	2003	onion	40	5.22	208.8	208.8
Turner	L	2000	carrot	165	4.55	750.75	
Turner	L	2001	carrot	50	4.55	227.5	
Turner	L	2001	onion	80	5.22	417.6	
Turner	L	2002	carrot	210	4.55	955.5	
Turner	L	2003	onion	85	5.22	443.7	2795.05
Vineyard	C	2003	grapes	13.5	3.70	49.95	
Vineyard	C	2004	grapes	13.5	3.70	49.95	
Vineyard	C	2011	grapes	13.5	3.70	49.95	
Vineyard	C	2012	grapes	13.5	3.70	49.95	199.8
Vod,Swis,Mart	P	2002	carrot	200	4.55	910	

Vod,Swis,Mart	P	2004	carrot	280	4.55	1274	2184
Willow Spgs	C	2002	carrot	120	4.55	546	
Willow Spgs	C	2003	onion	235	5.22	1226.7	
Willow Spgs	C	2011	onion	235	5.22	1226.7	
Willow Spgs	C	2012	carrot	80	4.55	364	
Willow Spgs	C	2012	grain	235	3.01	707.35	4070.75
Wolsky	L	2003	carrot	40	4.55	182	
Wolsky	L	2004	onion	40	5.22	208.8	390.8
							90322.52
Legend							
L=		Leased					
P=		Previously Owned					
C=		Currently Owned					

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EXHIBIT "K"

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EXHIBIT "L"

See Exhibit J.

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EXHIBIT "M"

All Calandri Entities have used An Estimate of Crop Water Requirements in the Antelope Valley by Dr. Eugene B. Nebeker, Ph.D., P.E. We have attached a copy to this as Exhibit N.

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EXHIBIT "N"

See Attachment.

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EXHIBIT "N"

4/19/07

AN ESTIMATE OF CROP WATER REQUIREMENTS IN THE ANTELOPE VALLEY

Eugene B. Nebeker, Ph.D., P.E.

ACKNOWLEDGEMENTS

The bulk of the analysis and data collection was performed by Grant Poole, University of California Cooperative Extension (UCCE) Farm Advisor for Los Angeles County from 2001 through 2006 and Blake Sanden, (UCCE) Farm Advisor for Kern County. Steve Orloff, (UCCE) Farm Advisor for Los Angeles County from 1984 to 1992 and presently the (UCCE) County Director and Farm Advisor for Siskiyou County and Blaine Hansen, Irrigation and Drainage Specialist, University of California at Davis provided insightful and helpful suggestions. Tim Hays, Agricultural Consultant and California Licensed Pest Control Advisor also provided significant inputs. This document and its contents were also discussed with growers producing alfalfa, onions, carrots, grain, sudan and other crops. All individuals who reviewed and provided information and suggestions for this document have significant past and current knowledge of the growing conditions and irrigation requirements in Antelope Valley.

DISCUSSION

The irrigation challenges in Antelope Valley are perhaps unique to all of California because solid set irrigation is one of the most popular types, sandy soils are common, and heavy winds prevail.

The calculations below are the best estimates of average crop water usage assuming all irrigations perform as anticipated with no unexpected problems such as equipment failure, the irrigation sets finishing when expected, etc. and no severe weather events such as excessive heat, high winds, etc. Otherwise, more water is required than these estimates represent. These calculations account for planting dates, harvesting dates, and end-of-season dates.

Historical data from Palmdale and Littlerock were used to estimate the amount of reference or "normal year" potential evapotranspiration (ET_o) for Antelope Valley as shown in Table 2. ET_o data from the CIMIS weather station in Victorville, CA is very similar to the Palmdale and Littlerock data and the Victorville is shown in Table 1 for comparison.. Climatic conditions largely

determine evapotranspiration and observations over many years by local Farm Advisors have indicated that Victorville data closely represent the climatic conditions in Antelope Valley.

Once the reference evapotranspiration ETo is known, the evapotranspiration for each crop (ETc) can be determined by

$$ETc = Kc (ETo)$$

where Kc is the crop coefficient. The crop coefficient varies with the crop, its stage of development, and the frequency of irrigation at less than full crop cover. Since these coefficients are practically independent of location, they can be used over a wide area.

ETc is the amount of water that must be supplied to the plant for proper growth, sometimes called net water requirements. Unfortunately, irrigation systems are not perfect and some additional water losses occur in the form of deep percolation, ponding, runoff, etc. The total amount of water that must be applied to the crop, often called gross water requirements, is calculated by

$$\text{Gross Water Requirement} = \text{Net Water Requirement} / (\text{Irrigation System Efficiency})$$

These irrigation system efficiencies have been developed over the years from field studies by University of California researchers and the Natural Resources Conservation Service (NRCS). With rare exceptions, irrigation system efficiencies for each particular type of irrigation method have not varied significantly from 1970 to the present. However, because the cost of irrigation water was less during these earlier periods, the amount of water wasted during these periods was greater than today. Some growers in the Antelope Valley area estimate their total water usage per acre was 25% greater during these earlier periods.

The following tables represent the “normal year” potential evapotranspiration, ETo , Crop Coefficients, and Evapotranspiration Requirements for various crops currently and historically grown in the Lancaster, CA area. Note that a heavy rainfall winter, which produces “effective rainfall,” that is, rainfall that soaks into the soil and is not dissipated by evaporation, runoff, etc. may slightly reduce these requirements.

Table 4 lists the water requirements to reduce wind erosion damage in onion and carrot crops and the water applied when no crop is growing to facilitate field preparation and other cultural practices. These water requirements are not included in the crop evaporation estimates. Table 4 also shows the total crop water requirements in Antelope Valley.

Table 1. Plant evapotranspiration data for Jan. to December 2003, collected from Victorville, CA CIMIS weather station number 117, to be used as an estimate for ET near Palmdale, CA.

January	ETo(in)	February	ETo(in)	March	ETo(in)	April	ETo(in)	May	ETo(in)	June	ETo(in)	July	ETo(in)	August	ETo(in)	September	ETo(in)	October	ETo(in)	November	ETo(in)	December	ETo(in)	January	ETo(in)
1/1	0.07	2/1	0.13	3/1	0.12	4/1	0.24	5/1	0.21	6/1	0.29	7/1	0.34	8/1	0.22	9/1	0.26	10/1	0.21	11/1	0.07	12/1	0.1	1/1	0.09
1/2	0.07	2/2	0.11	3/2	0.13	4/2	0.18	5/2	0.21	6/2	0.31	7/2	0.32	8/2	0.27	9/2	0.16	10/2	0.2	11/2	0.08	12/2	0.07	1/2	0.08
1/3	0.06	2/3	0.09	3/3	0.09	4/3	0.17	5/3	0.16	6/3	0.32	7/3	0.38	8/3	0.28	9/3	0.17	10/3	0.16	11/3	0.08	12/3	0.08	1/3	0.08
1/4	0.07	2/4	0.11	3/4	0.10	4/4	0.18	5/4	0.20	6/4	0.31	7/4	0.31	8/4	0.32	9/4	0.23	10/4	0.16	11/4	0.08	12/4	0.07	1/4	0.06
1/5	0.08	2/5	0.10	3/5	0.12	4/5	0.19	5/5	0.22	6/5	0.29	7/5	0.32	8/5	0.32	9/5	0.22	10/5	0.17	11/5	0.09	12/5	0.07	1/5	0.06
1/6	0.13	2/6	0.11	3/6	0.15	4/6	0.19	5/6	0.22	6/6	0.30	7/6	0.32	8/6	0.32	9/6	0.25	10/6	0.17	11/6	0.08	12/6	0.11	1/6	0.05
1/7	0.14	2/7	0.11	3/7	0.14	4/7	0.20	5/7	0.21	6/7	0.30	7/7	0.31	8/7	0.31	9/7	0.27	10/7	0.17	11/7	0.1	12/7	0.06	1/7	0.08
1/8	0.06	2/8	0.08	3/8	0.15	4/8	0.23	5/8	0.14	6/8	0.31	7/8	0.3	8/8	0.33	9/8	0.26	10/8	0.17	11/8	0.07	12/8	0.07	1/8	0.07
1/9	0.07	2/9	0.09	3/9	0.16	4/9	0.22	5/9	0.25	6/9	0.31	7/9	0.32	8/9	0.32	9/9	0.25	10/9	0.19	11/9	0.1	12/9	0.08	1/9	0.06
1/10	0.03	2/10	0.12	3/10	0.16	4/10	0.24	5/10	0.21	6/10	0.30	7/10	0.31	8/10	0.32	9/10	0.21	10/10	0.16	11/10	0.09	12/10	0.08	1/10	0.07
1/11	0.06	2/11	0.02	3/11	0.16	4/11	0.21	5/11	0.25	6/11	0.28	7/11	0.32	8/11	0.24	9/11	0.22	10/11	0.15	11/11	0.09	12/11	0.06	1/11	0.07
1/12	0.07	2/12	0.00	3/12	0.16	4/12	0.23	5/12	0.28	6/12	0.27	7/12	0.31	8/12	0.31	9/12	0.23	10/12	0.17	11/12	0	12/12	0.05	1/12	0.07
1/13	0.07	2/13	0.01	3/13	0.19	4/13	0.19	5/13	0.22	6/13	0.28	7/13	0.32	8/13	0.27	9/13	0.23	10/13	0.16	11/13	0.08	12/13	0.04	1/13	0.07
1/14	0.06	2/14	0.08	3/14	0.17	4/14	0.06	5/14	0.18	6/14	0.30	7/14	0.33	8/14	0.28	9/14	0.27	10/14	0.19	11/14	0.08	12/14	0.06	1/14	0.08
1/15	0.08	2/15	0.11	3/15	0.04	4/15	0.18	5/15	0.25	6/15	0.32	7/15	0.33	8/15	0.3	9/15	0.27	10/15	0.2	11/15	0.06	12/15	0.06	1/15	0.07
1/16	0.08	2/16	0.11	3/16	0.10	4/16	0.20	5/16	0.28	6/16	0.29	7/16	0.25	8/16	0.29	9/16	0.27	10/16	0.15	11/16	0.06	12/16	0.08	1/16	0.07
1/17	0.09	2/17	0.08	3/17	0.18	4/17	0.18	5/17	0.27	6/17	0.30	7/17	0.21	8/17	0.28	9/17	0.25	10/17	0.15	11/17	0.07	12/17	0.05	1/17	0.08

TABLE 2. CROP COEFFICIENTS (Kc) IN THE HIGH DESERT^{1,2}

[illegible]

TABLE 3. CROP EVAPOTRANSPIRATION (ET_c IN INCHES) IN ANTELOPE VALLEY

Date	Pasture/ Sod	Alfalfa	Silage 4/1-8/25	Silage 6/15-10/15	Sudan	Cereal Forage	Sugar Beets	Peas/ Beans	Onions	Carrots	Carrots	Potatoes	Deciduous Fruit Trees	Melons
1/1	0.87	0.35				0.26								
1/15	1.07	0.43				0.32								
2/1	1.19	0.48				0.36				0.37				
2/15	1.45	1.45				0.60				0.45				
3/1	2.08	2.39				1.37			0.62	0.64		1.14	0.52	
3/15	2.54	2.92				2.34	0.38	0.36	0.76	1.40		1.55	1.37	0.46
4/1	2.80	2.94	0.39			2.80	0.42	0.39	0.84	2.30		2.46	1.68	0.50
4/15	3.20	3.36	0.56			3.20	1.18	1.47	1.70	3.30		3.71	2.11	1.09
5/1	3.60	3.78	1.13			4.14	2.20	4.00	2.99	4.00	1.12	4.36	2.59	2.59
5/15	4.01	4.21	3.76			4.41	3.53	4.61	4.57	4.53	1.24	4.77	3.17	4.45
6/1	4.25	4.46	4.83	0.58		<u>3.32</u>	4.72	4.89	4.85	4.46	2.34	3.70	3.57	4.72
6/15	4.52	4.75	5.33	1.13	1.36		5.02	4.20	5.15	<u>4.52</u>	3.71	<u>2.49</u>	3.89	5.02
7/1	4.85	5.09	5.72	2.73	4.12		5.38	<u>2.38</u>	5.04		5.00		4.46	3.78
7/15	4.83	5.07	5.55	4.83	5.31		5.17		4.44		5.36		4.54	<u>1.40</u>
8/1	4.50	4.73	4.78	5.18	3.83		4.68		3.60		5.09		4.23	
8/15	4.28	4.49	<u>4.17</u>	5.14	4.71		4.28		<u>2.91</u>		4.49		4.02	
9/1	3.75	3.94		4.50	3.19		<u>3.64</u>				0.00		3.53	
9/15	3.27	3.43		<u>3.47</u>	3.27.						<u>0.00</u>		2.98	
10/1	2.90	3.05			3.19								2.47	
10/15	2.48	2.60			<u>2.73.</u>								1.96	
11/1	1.70	1.79											<u>1.19</u>	
11/15	1.07	0.43												
12/1	0.97	0.39												
12/15	<u>0.90</u>	<u>0.36</u>												
Total Inches Of Net Water Use	67.08	66.89	36.22	27.56	31.71	23.12	40.60	22.30	37.47	25.97	28.35	24.18	48.28	24.01

TABLE 4. GROSS AND NET CROP WATER REQUIREMENTS (IN INCHES) IN ANTELOPE VALLEY

	<u>Pasture/ Sod</u>	<u>Alfalfa</u>	<u>Silage 4/1-8/25</u>	<u>Silage 6/15-10/15</u>	<u>Sudan</u>	<u>Cereal Forage</u>	<u>Sugar Beets</u>	<u>Peas/ Beans</u>	<u>Onions</u>	<u>Carrots</u>	<u>Carrots</u>	<u>Potatoes</u>	<u>Deciduous Fruit Trees</u>	<u>Melons</u>
Net Evapo- transpiration Water Requirement	67.08	66.89	36.22	27.56	31.71	23.12	40.60	22.30	37.47	25.97	28.35	24.18	48.28	24.01
Net Soil Erosion Water Requirement									3.54	4.46	6.08			
Net Non- Growing Water Requirement ¹⁰	0.00	2.00	4.00	4.00	4.00	4.00	4.00	4.00	6.00 ⁷	6.50 ⁸	6.50 ⁸	4.00	0.00	4.00
Total Net Water Requirement	67.08	68.89	40.22	31.56	35.71	27.12	44.60	26.30	47.01	36.93	40.93	30.18	48.28	28.01
Irrigation Efficiency	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75% ⁹	75%
Gross Water Requirement														
Inches	89.44	91.85	53.63	42.08	46.80	36.16	59.47	35.07	62.68	49.24	54.57	40.24	64.37	37.35
Acre Feet	7.45	7.65	4.47	3.51	3.90	3.01	4.96	2.92	5.22	4.10	4.55	3.35	5.36	3.11

References

- 1) Crop Coefficients were adapted from two references: Hansen, B.R., Shwannkl, L., and Fulton, A. "Scheduling Irrigations: When and How Much Water to Apply," Water Management Series Publication Number 3396, Dept. of Land, Air & Water Resources, University of California, Davis, California and Pruitt, W. O., Fereres, E., Kelta, K., and Snyder, R. L., "Reference Evapotranspiration (ET_o) for California," UC Bull. 1922
- 2) Kc of 1.05 takes into account reduced ET during the cuttings throughout the season. Since some alfalfa varieties go dormant during major portions of December and January and some rainfall may occur during this period, perhaps about 3 inches of applied water need not be applied during this period.
- 3) Sudan was cut on 7/1, 8/16, and 10/16. ET was reduced for 1 to 2 weeks after cutting.
- 4) Deciduous Fruit Tree Crop Coefficients were adapted from Orloff, S. B. "Deciduous Orchard Water Use, clean cultivated trees for a normal year in Littlerock, Local Extension Publication
- 5) Pasture ET_o and Forage Crop Coefficients were drafted by B. L. Sanden, Kern County Farm Advisor, 2002, and modified by G. J. Poole, Los Angeles County Farm Advisor, 2004
- 6) Assumes a 5-year life of an alfalfa stand and includes the water requirement for pre-irrigation before field preparation and planting.
- 7) Water is required for pre-irrigation before field preparation, fumigation and "water capping" after fumigation.
- 8) Water is required for pre-irrigation before field preparation, fumigation and "water capping" after fumigation.
- 9) From 1991 on, drip irrigation in orchards became popular and the irrigation efficiency increased to 90%.
- 10) These water requirements are not included elsewhere.

EXHIBIT "O"

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Donna

~~Ryan~~
~~Drake~~

From: Ted Chester <tchester@smilandlaw.com>
Sent: Friday, January 25, 2013 10:30 AM
To: John Calandri (donna@calandrisonrisefarms.com)
Cc: Michael T. Fife (mfife@bhfs.com); Felicia Herbstreith
Subject: FW: Correspondence dated November 21, 2011
Attachments: Smil and Chester Maps 11-23-2011.pdf; calandri.PDF; Calandri Declaration-draft.pdf

TO: John Calandri c/o Donna Fraser

Mr. Calandri,

Attached are the following materials: (1) the maps you marked in November 2011 showing the acreage, crops, and years that you farmed Landinv's lands (see 11/23/11 email below); (2) a copy of Ms. Fraser's December 30, 2011 letter to me (w/o encl); and (3) a **draft declaration by you** setting forth the information you previously provided in the marked maps and Ms. Fraser's letter.

I ask that you please review the attached draft declaration and then let me know if you have any problems with it. If not I will prepare a final version for your signature. As you may already know, the Court has set Jan. 31 as the deadline for filing declarations, so I ask that you get back to me as soon as possible.

I will ask by secretary, Felicia Herbstreith to contact Ms. Fraser to assist in this matter.

Thank you for your help.

Ted Chester

PS Note to Michael Fife: Michael, if you have any thoughts concerning the declaration, please let me know. Thanks.

Theodore A. Chester, Jr.
Smiland Chester LLP
601 West 5th Street, Suite 1100
Los Angeles, CA 90071
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

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From: Felicia Herbstreith
Sent: Friday, January 25, 2013 10:07 AM

To: Ted Chester
Subject: FW: Correspondence dated November 21, 2011

Very truly yours,

Felicia Herbstreith
Smiland Chester LLP
601 West Fifth Street, Suite 1100
Los Angeles, CA 90071
Telephone: (213) 891-1010
Facsimile: (213) 891-1414
Email: fherbstreith@smilandlaw.com

From: Donna [<mailto:donna@calandrisonisefarms.com>]
Sent: Wednesday, November 23, 2011 4:07 PM
To: Felicia Herbstreith
Subject: RE: Correspondence dated November 21, 2011

Felicia-

Attached are the maps that Mr. Calandri has marked up with the acreage and year he farmed. Should you have any questions feel free to telephone me at 661-946-9022. Have a Happy Thanksgiving!



From: Felicia Herbstreith [<mailto:fherbstreith@smilandlaw.com>]
Sent: Monday, November 21, 2011 4:46 PM
To: donna@calandrisonisefarms.com
Subject: Correspondence dated November 21, 2011

Hi Donna:

Attached is a letter from Ted Chester to Mr. Calandri. I also sent the original and enclosures by federal express. You should be receiving it around 10:00 a.m.

If you have any questions, please do not hesitate to contact me. I look forward to working with you on this matter.

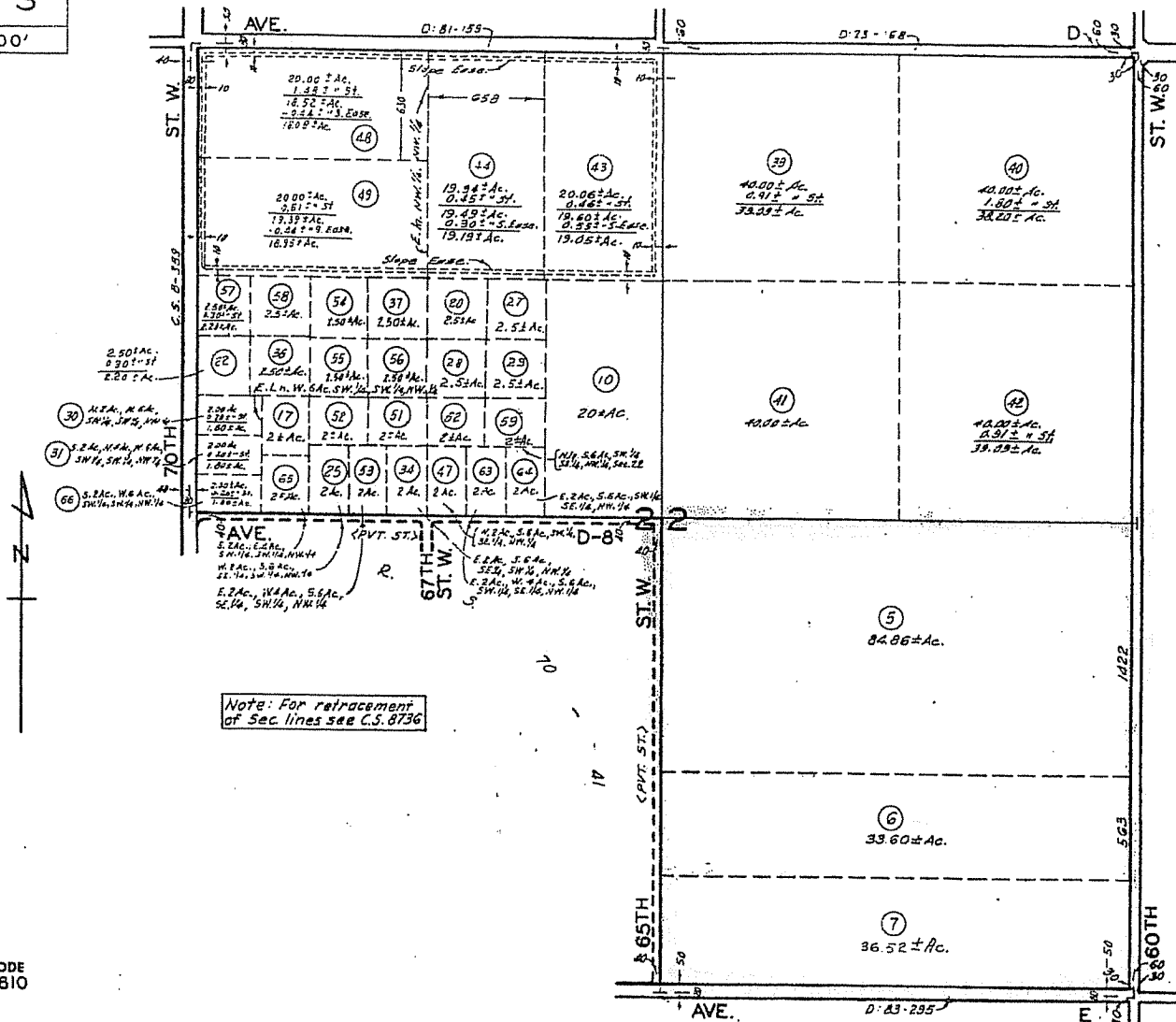
Have a good day,

Very truly yours,

Felicia Herbstreith
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601 West Fifth Street, Suite 1100
Los Angeles, CA 90071
Telephone: (213) 891-1010
Facsimile: (213) 891-1414
Email: fherbstreith@smilandlaw.com

3

SCALE 1" = 600'



2001	55 ac
2003	205 ac
2004	28 ac

[illegible]

CODE
9810

FOR PREV. ASSM'T. SEE:
3201-3

T. 8 N. R. 13 W.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

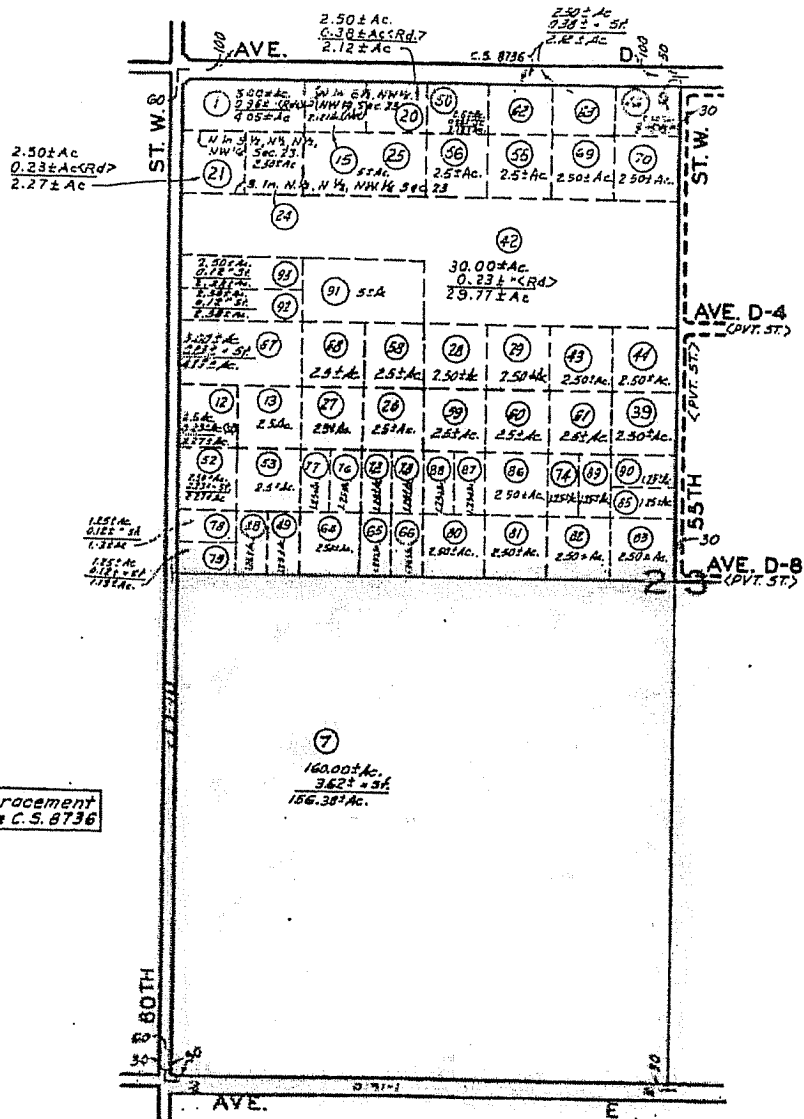
3201 4

SCALE 1" = 600'



Note: For retracement
of Sec. lines see C.S. 8736

CODE
9610



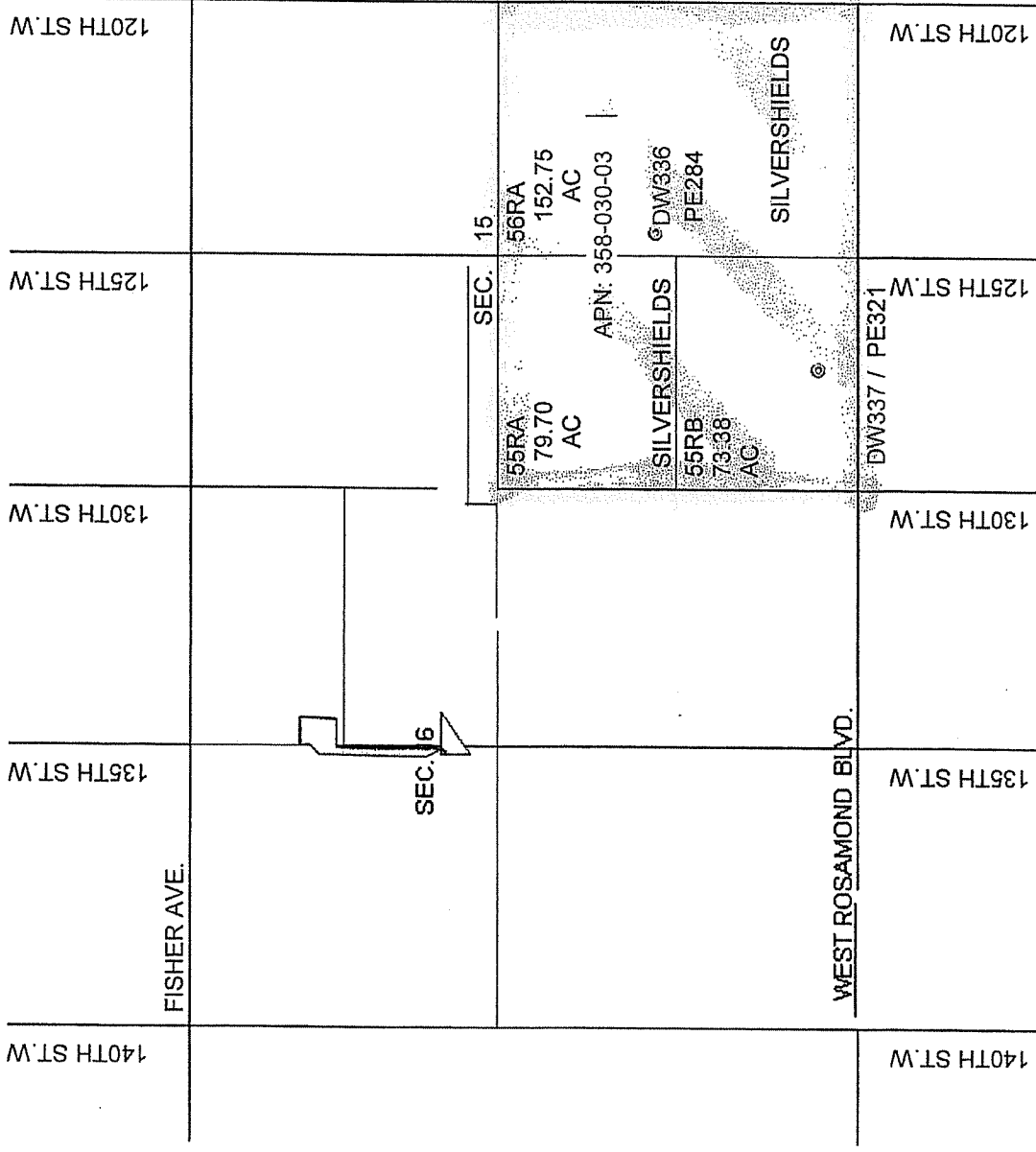
10-31-54
3-7-65
5-25-65
10-7-65
660624
661227
REVISED
8-12-55
3-23-60
10-15-65
5-24-66
11-19-63
7-25-66
680730302
690325218
700123006
700225240
701118203
720914820
733463503
730710914
740116202
740315208
740801204
760415804
761105604
761231210
770123101
770607812
770901813
780227829

FOR PREV. ASSMT. SEE:
3201-4

T.8N. R.13 W.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

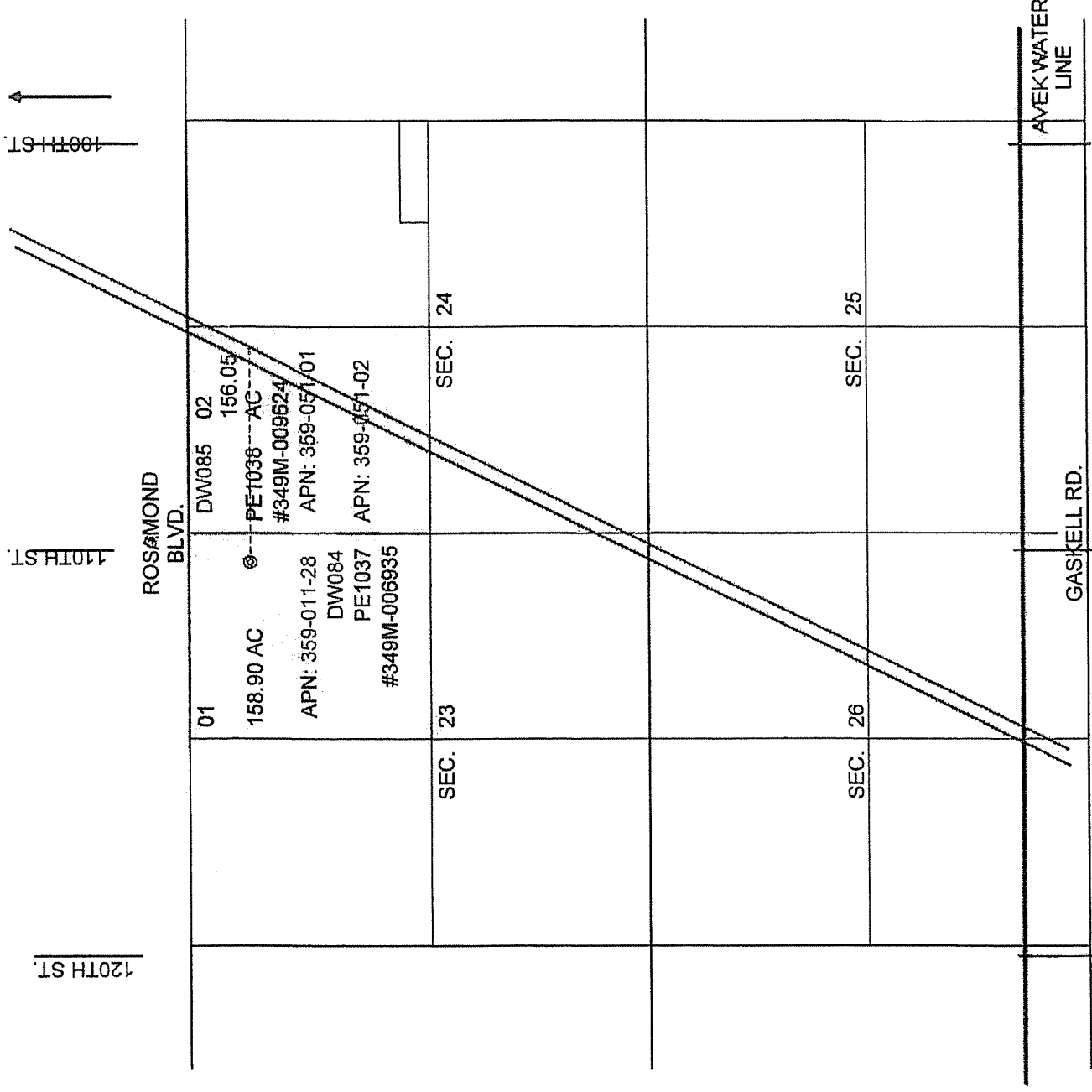
SS



305.83 TOTAL ACRES

e DEEP WELL

2001	154ac
	147 ac
2002	147 ac
2003	240 ac

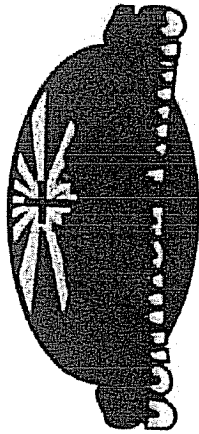


POWER LINE

314.95 TOTAL ACRES

⊙ DEEP WELL

Never farmed this



TAC

SonRise Farms
742 West Avenue L
Lancaster, CA 93534
661/945-1359
Fax: 661/945-2930

December 30, 2011

Mr. Ted Chester
Smiland & Chester LLP
601 West Fifth Street, Suite 1100
Los Angeles, Ca. 90071

RE: Landinv, Inc.

Dear Mr. Chester:

Per your written request of November 21, 2011 and a subsequent telephone call from your assistant Felicia I am enclosing with this letter the following items:

Leases:

1. Lease between Delfern Properties for 2001
2. Lease between Delfern Properties for 2002
3. Lease between Landinv, Inc. for 2003
4. Modification of Lease Landinv, Inc. for 2004

Crop Information

1. Carrots 55 acres and 132 acres for 2001
2. Carrots 154 acres and 147 acres for 2001
3. Onions 147 acres for 2002
4. Carrots 205 acres and 240 acres for 2003
5. Potatoes 28 acres for 2004

Diesel Information:

- Diesel deliveries were not tracked

Water Pumping Information:

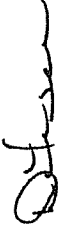
- We did not file with the State of California

Please accept my apologies for the delay in obtaining the information to you. It is a very busy time of the year and I had to get into many boxes of archived documents to review all of the information.

The hours worked on this project were 8 hours for a clerk and 6 hours for me. Mr. Calandri decided to waive any charges to you.

I hope this information is helpful to your client; should you have any questions please telephone me at the numbers above or through the e mail address I have provided.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Donna Fraser'.

Donna Fraser
Administrative Assistant

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:

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

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

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

Judicial Council Coordination No. 4408

CLASS ACTION

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

**DECLARATION OF JOHN CALANDRI
RELATING TO PROPERTY OWNED BY
LANDINV, INC.**

DECLARATION

DECLARATION

I, JOHN CALANDRI, declare:

1. In lieu of deposition testimony relating to property owned by Landinv, Inc. for the Phase 4 trial, I am providing this declaration. I have personal knowledge of each fact herein and would testify competently thereto under oath.

2. John Calandri Farms, Inc. and/or Son Rise Farms, entities affiliated with me, leased the following property that overlies the Antelope Valley Area of Adjudication as decided by this court and identified by the following APNS:

Los Angeles County APNS: 3201-003-005; 3201-003-006; and 3201-004-007 (collectively, the "Los Angeles Parcels").

Kern County APN: 358-030-03 (the "Kern Silvershields Parcel")

3. The total acreage by parcel is:

The total acreage of the Los Angeles Parcels is approximately 246 acres.

The total acreage of the Kern Silvershields Parcel is approximately 306 acres.

4. The property was leased on the following dates:

The Los Angeles Parcels were leased for the following years: 2001, 2002, 2003, and 2004.

The Kern Silvershields Parcel was leased for the following years: 2001, 2002, and 2003.

5. Attached to this declaration as Ex. A are true and correct copies of lease documentation relating to the Los Angeles Parcels. Although the Kern Silvershields Parcel was leased as set forth above, at this time I am not aware of the location of lease documentation relating to the Kern Silvershields Parcel.

6. To the best of my knowledge, only Landinv, Inc. claims groundwater rights as to the Los Angeles Parcels and the Kern Silvershields Parcel.

7. With respect to the Los Angeles Parcels, my affiliated entities, John Calandri Farms, Inc. and/or Son Rise Farms, pumped groundwater and used such groundwater to irrigate and grow the following crop types, on the following amount of acres, for the following years:

Year	Crop Type	Crop Acreage
2001	Carrots	187 acres

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2002	None	None
2003	Carrots	205 acres
2004	Potatoes	28 acres

8. With respect to the Kern Silvershields Parcel, my affiliated entities, John Calandri Farms, Inc. and/or Son Rise Farms, pumped groundwater and used such groundwater to irrigate and grow the following crop types, on the following amount of acres, for the following years:

Year	Crop Type	Crop Acreage
2001	Carrots	301 acres
2002	Onions	147 acres
2003	Carrots	240 acres

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of January 2013, at _____, California.

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