## EXHIBIT A

### Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013, Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio In Lieu of Deposition Testimony for Phase 4 Trial

APN	RANCH	ACRES
3378-023-005	Bushnell	29.43
3382-022-057	Bushnell	79.10
3382-023-017	Bushnell	19.55
3382-023-018	Bushnell	19.55
3382-023-027	Bushnell	116.84
3382-023-033	Bushnell	39.09
3382-023-034	Bushnell	38.20
3384-001-004	Bushnell	37.81
	<b>Bushnell Total</b>	379.57
3150-015-003	Minn	77.29
3150-015-004	Minn	79.09
3150-015-006	Minn	155.08
3150-016-019	Minn	29.66
3150-016-020	Minn	29.66
3150-016-021	Minn	28.76
3150-016-023	Minn	29.32
3154-017-009	Minn	40.00
3384-003-008	Minn	76.57
3384-003-010	Minn	19.55
3384-003-011	Minn	18.66
3384-004-004	Minn	81.68
3384-008-001	Minn	30.68
3384-008-020	Minn	39.09
3384-015-013	Minn	70.91
3384-016-013	Minn	40.00
3384-016-014	Minn	39.09
3384-017-001	Minn	79.09
3384-017-002	Minn	77.29
3384-017-003	Minn	76.40
3384-018-001	Minn	272.16
3384-018-002	Minn	39.00
3384-018-003	Minn	1.00
3384-018-004	Minn	153.38
3384-020-001	Minn	40.57
	Minn Total	1,623.98
3376-022-004	Pardee	20.00
3376-022-005	Pardee	20.00
3376-022-006	Pardee	18.48

APN	RANCH	ACRES
3376-022-016	Pardee	36.74
3376-022-017	Pardee	19.27
3376-022-018	Pardee	17.17
3376-026-002	Pardee	7.64
3376-026-003	Pardee	9.33
3376-026-004	Pardee	9.34
3376-026-005	Pardee	9.35
3376-026-006	Pardee	9.35
3376-026-007	Pardee	9.36
3376-026-008	Pardee	9.37
3376-026-009	Pardee	7.97
3376-026-010	Pardee	8.82
3376-026-011	Pardee	8.92
3376-026-012	Pardee	8.90
3376-026-013	Pardee	8.63
3376-026-014	Pardee	8.54
3376-026-015	Pardee	8.80
3376-026-016	Pardee	8.82
3376-026-017	Pardee	8.72
3376-026-018	Pardee	8.73
3376-026-019	Pardee	8.83
3376-026-020	Pardee	8.82
3376-026-021	Pardee	8.55
3376-026-022	Pardee	8.68
3376-026-023	Pardee	8.95
3376-026-024	Pardee	8.96
3376-026-025	Pardee	8.86
3376-026-026	Pardee	8.05
3376-026-027	Pardee	9.45
3376-026-028	Pardee	9.45
3376-026-029	Pardee	8.26
3376-026-030	Pardee	8.25
3376-026-031	Pardee	9.43
3376-026-032	Pardee	9.42
3376-026-033	Pardee	7.72
3378-002-003	Pardee	35.69
3378-003-001	Pardee	156.38
3378-004-008	Pardee	79.09

APN	RANCH	ACRES
3378-005-001	Pardee	155.19
3378-005-002	Pardee	78.49
3378-005-004	Pardee	79.11
3378-005-005	Pardee	79.11
3378-005-006	Pardee	76.08
3386-013-010	Pardee	40.00
3386-014-001	Pardee	78.48
	Pardee Total	1,271.55
3075-011-017	Retlaw	40.00
3075-014-001	Retlaw	156.97
3075-015-001	Retlaw	1.00
3075-015-002	Retlaw	74.50
3075-015-003	Retlaw	40.00
3075-015-004	Retlaw	40.00
3075-015-005	Retlaw	40.00
3075-015-006	Retlaw	78.48
3075-015-007	Retlaw	38.48
3075-016-001	Retlaw	153.50
3075-016-002	Retlaw	76.71
3075-016-003	Retlaw	61.03
3075-016-004	Retlaw	18.49
3075-017-010	Retlaw	0.01
3075-017-011	Retlaw	2.00
3075-019-001	Retlaw	79.09
3075-019-002	Retlaw	19.77
3075-019-005	Retlaw	19.54
3075-019-006	Retlaw	20.00
3079-014-017	Retlaw	75.21
3079-015-001	Retlaw	156.36
3080-005-001	Retlaw	80.00
3080-005-002	Retlaw	95.03
3080-005-003	Retlaw	40.00
3080-005-009	Retlaw	47.67
	<b>Retlaw Total</b>	1,453.84
3032-004-020	S&P Rowen	6.41
3032-004-021	S&P Rowen	686.95
3091-020-019	S&P Rowen	38.48
3091-020-020	S&P Rowen	37.60

APN	RANCH	ACRES
3091-021-018	S&P Rowen	635.15
3091-024-006	S&P Rowen	310.14
3091-024-007	S&P Rowen	304.31
	<b>S&amp;P Rowen Total</b>	2,019.04
	<b>Grand Total</b>	6,747.98

## EXHIBIT B

### Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013, Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio In Lieu of Deposition Testimony for Phase 4 Trial

## BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

5		Present	Present	Present	Present	Present	Present	Present				Present	Present	Present	Present	Present	Present	Present	Present																										
FROM		Nov 2005										Dec 2001 P	Oct 2002 P	Aug 2003 P	Jan 2004 P		Nov 2008 P		Apr 2007 P																										
TITLEHOLDER		;	‡ <u>2</u>	1.R.1	# R1		LRI	£ 23				LRI	LRI	LRI	ראו	LRI*	LR! 1	רגו יי	LR] *																										
5	Present	Nov 2005			Sep 2007	May 2006	Jan 2008		Present	Present	Present					May 2005	Nov 2008	Apr 2007	Apr 2007	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present											
FROM	Mar 2005	Mar 2005			Mar 2005	Mar 2005	Mar 2005		Mar 2005	Mar 2005	Mar 2005					Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005															
TITLEHOLDER	Bothouse Properties 11.C	Bolthouse Properties 11 C			Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC		Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC					Bolthouse Properties, LLC	Botthouse Properties, LLC	Bolthouse Properties, LLC	Botthouse Properties, LLC		Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Botthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Botthouse Properties, LLC	Bolthouse Properties 110	Bothouse Properties 11.0	Bolthouse Properties, LLC												
OT	Mar 2005	Mar 2005	Jan 2005	Jan 2005	Mar 2005	Mar 2005	Mar 2005	Sep 2004				Dec 2001	Oct 2002	Aug 2003	Jan 2004	Mar 2005										Mar 2005																			
FROM	Sep 2004	111 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004				May 2001	May 2001	May 2001	May 2001	Sep 2004	Sep 2004	Sep 2004	Sep 2004	May 2001	Jun 2001	Jun 2001	May 2001										Jun 2001	Sep 2002	Sep 2002	Sep 2002	Feb 2000	Feb 2000	Feb 2000	Nov 2000					
TITLEHOLDER	WM Bothouse Farms Inc	WM Bothouse Farms Inc.	WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.					WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.										WM Bolthouse Farms, Inc.												
07	Sep 2004	1ut 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Mar 2005	Mar 2005	Mar 2005	May 2001	May 2001	May 2001	May 2001	Sep 2004	Sep 2004	Sep 2004	Sep 2004	May 2001	Jun 2001	Jun 2001	May 2001	Mar 2005	Mar 2005	Jun 2001	Sep 2002	Sep 2002	Sep 2002	Feb 2000	Feb 2000	Feb 2000	Nov 2000	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005							
FROM	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000
TITLEHOLDER	Estancia N.V.	David P Bushoell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	Avol Trust	Avol Trust	Avol Trust	Avol Trust	Estancia, N.V.	Estancia, N.V.	Estancia, N.V.	Estancia, N.V.	Avol Nimenut	Claire Lade Living Trust	Claire Lade Living Trust	Avol Nimerut	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	Claire Lade Living Trust	Juliana Ching	Juliana Ching	Juliana Ching	Piani Trust	Piani Trust	Piani Trust	Pablo Group	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.							
RANCH	Bushnell	and Street	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	Min	Minn	Minn	Minn	Minn	Minn	Minn	Min	Min	Min	Min	Min	Minn	Min	Minn	Minn	Minn	Min	Minn	Min	Min	Min	Min	Minn	Minn	Pardee	Pardee	Pardee	Pardee								
APN	3378-023-005	3382-022-057	3382-023-017	3382-023-018	3382-023-027	3382-023-033	3382-023-034	3384-001-004	3150-015-003	3150-015-004	3150-015-006	3150-016-019	3150-016-020	3150-016-021	3150-016-023	3154-017-009	3384-003-008	3384-003-010	3384-003-011	3384-004-004	3384-008-001	3384-008-020	3384-015-013	3384-016-013	3384-016-014	3384-017-001	3384-017-002	3384-017-003	3384-018-001	3384-018-002	3384-018-003	3384-018-004	3384-020-001	3376-022-004	3376-022-005	3376-022-006	3376-022-016	3376-022-017	3376-022-018	3376-026-002	3376-026-003	3376-026-004	3376-026-005	3376-026-006	3376-026-007

Exhibit B Amended 5/8/2013

## BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

2	ł																																																
FROM																																																	
TITLEHOLDER																																																	
01		Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	O second	י בי	Present	Present								
FROM		Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Jul 2006	Mar 2005	Mar 2005	3000 2006	NIA 2000	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Jun 2010	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005
TITLEHOLDER		Boithouse Properties, LLC		Bolthouse Properties, LLC	Botthouse Properties, LLC	Bolthouse Properties, LLC	Oll seiteaged enoughed	Compared Florations, Inc.	Bolthouse Properties, LLC	Bothouse Properties, LLC																																							
10																													Mar 2005	Mar 2005						Mar 2005	Mar 2005	Mar 2005	200	Mar 2005	Mar 2005	Mar 2005	Mar 2005		Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005
FROM																													May 2001	Nov 2000						May 2001	May 2001	2002	2004 600	May 2002	Dec 2002	Dec 2002	Dec 2002		Dec 2002	Jan 2004	Dec 2002	May 2002	May 2002
TITLEHOLDER																													WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.						WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.	WAA Bothorse Farms Inc		www Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Botthouse Farms, Inc.		WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.			
ο <u>τ</u>		Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Mar 2005	May 2001	Nov 2000	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Jul 2006	May 2001	May 2001	A110 2002	2007 E.V.	May 2002	Dec 2002	Dec 2002	Dec 2002	Jun 2010	Dec 2002	Jan 2004	Dec 2002	May 2002	May 2002
FROM		Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	0000 nel	0000	Jan 2000	Jan 2000								
TITLEHOLDER		WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	VM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Boithouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	Saito Revocable Trust	The Dack Trust	WM Bolthouse Farms, Inc.	Mashiyama Group	Avol Nimerut	Avol Nimerut	Samuel T Aiamian		Redaw Enterprises, LLC	Hamf Holdings	Hamf Holdings	Hamf Holdings	Pearl E Amold Trust	Hamf Holdings	Camello Group	Hamf Holdings	Retlaw Enterprises, LLC	Retlaw Enterprises, LLC												
RANCH		Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Pardee	Reflaw		Kenaw	Retlaw	Retaw	Rettaw						
NAP		3376-026-008	3376-026-009	3376-026-010	3376-026-011	3376-026-012	3376-026-013	3376-026-014	3376-026-015	3376-026-016	3376-026-017	3376-026-018	3376-026-019	3376-026-020	3376-026-021	3376-026-022	3376-026-023	3376-026-024	3376-026-025	3376-026-026	3376-026-027	3376-026-028	3376-026-029	3376-026-030	3376-026-031	3376-026-032	3376-026-033	3378-002-003	3378-003-001	3378-004-008	3378-005-001	3378-005-002	3378-005-004	3378-005-005	3378-005-006	3386-013-010	3386-014-001	3075-011-017	100 100	30/3-014-001	3075-015-001	3075-015-002	3075-015-003	3075-015-004	3075-015-005	3075-015-006	3075-015-007	3075-016-001	3075-016-002

Exhibit B Amended 5/8/2013

BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

OT																					
FROM																					
TITLEHOLDER																					
Ш																					
OT OT	Present	Jul 2006	Present																		
FROM	Mar 2005																				
TITLEHOLDER	Bolthouse Properties, LLC																				
10	Mar 2005			Mar 2005																	
FROM	May 2002	Sep 2004	Sep 2004			Sep 2002	Sep 2002	Feb 2000													
TITLEHOLDER	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.			WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	VVM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Botthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.				
5	May 2002	Sep 2004	Sep 2004	Mar 2005	Mar 2005	Sep 2002	Sep 2002	Feb 2000													
FROM	Jan 2000																				
TITLEHOLDER	Retlaw Enterprises, LLC	Estancia, N.V.	Estancia, N.V.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	Kenneth A Anderson	Kenneth A Anderson	R.A Rowan & Co	R.A Rowan & Co	Lutz E issleib											
RANCH	Retaw	Retlaw	Retlaw	Retaw	Retaw	Retaw	Retaw	Retaw	Retaw	Retlaw	Retlaw	Rettaw	Retaw	Retlaw	S&P Rowen						
APN	3075-016-003	3075-016-004	3075-017-010	3075-017-011	3075-019-001	3075-019-002	3075-019-005	3075-019-006	3079-014-017	3079-015-001	3080-005-001	3080-005-002	3080-005-003	3080-005-009	3032-004-020	3032-004-021	3091-020-019	3091-020-020	3091-021-018	3091-024-006	3091-024-007

\*\* Title to Water Well and water rights retained by Bolthouse Properties, LLC

## EXHIBIT C

### Amended 5/8/13

To Addendum Exhibits A, B, C Amended May 8, 2013, Exhibits p-1 and P-2 to Declaration of Anthony L. Leggio In Lieu of Deposition Testimony for Phase 4 Trial

# WM. BOLTHOUSE FARMS, INC. 7200 E. BRUNDAGE LANE BAKERSFIELD, CA 93307 PHONE (661) 366-7205

#### MASTER FARM LEASE

LANDLORD: BOLTHOUSE PROPERTIES, LLC

TENANT: WM. BOLTHOUSE FARMS, INC.

This MASTER FARM LEASE (hereinafter the "Lease") is made on April 1, 2005, by and between BOLTHOUSE PROPERTIES, LLC, a California limited liability company (hereinafter "Landlord"), and WM. BOLTHOUSE FARMS, INC., a Michigan corporation, authorized to do business in the State of California (hereinafter "Tenant"), as described below. Landlord and Tenant are singularly referred to as a "Party" and collectively referred to as the "Parties."

- 1. <u>Description of the Premises</u>. Landlord leases to Tenant and Tenant hires from Landlord, on the terms and conditions herein, the property set forth in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises").
- 2. <u>Term.</u> The initial term of this Lease is for a period of ten (10) years, commencing on April 1, 2005, and ending on March 31, 2015 (hereinafter the "Term"). Any extension of the Term as provided in Paragraph 4 shall also be referred to as the "Term."

#### 3. Option to Extend.

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- A. Option. At the option of the Tenant, the Term of this Lease may be extended for up to three (3) succeeding terms of five (5) years each on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, except that the rent shall be adjusted as set forth in Paragraph 8.
- B. Exercise of Option. Each option shall be exercised only by the Tenant's delivery of written notice of exercise of such option to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term; provided, however, that Landlord has the right to refuse to extend the Term if, as of the expiration of the then-current Term, (i) Tenant has been in receipt of a notice of default from Landlord for at least thirty (30) days and (ii) Tenant remains in default under this Lease as of the date of the expiration of the then-current

Term. If an option is not exercised by Tenant or if Landlord rightfully refuses to extend the Term, then any remaining option terms shall automatically expire and be extinguished for all purposes.

- 4. Holding Over. Any holding over after expiration of the Term of this Lease, with the consent of Landlord, shall be treated as a tenancy from month-to-month, on the same terms and conditions as specified in this Lease, as far as applicable, and with the exception of the Term and the Base Rent which shall be increased ten percent (10%) above the prior years rent.
- 5. <u>Purpose</u>. Tenant shall utilize the Premises only for planting, growing, and harvesting of agricultural crops and incidental uses thereto. Tenant shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased.
- 6. <u>Condition</u>. Tenant acknowledges that Tenant has conducted its own independent inspection of the Premises and is knowledgeable and satisfied with the acres available for farming and the condition of the Premises. Tenant agrees, on the last day of the term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same condition as when received and to remove all of Tenant's property from the Premises.
- 7. <u>Lease Subject to Existing Rights</u>. This Lease is subject to (a) all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes whether recorded or not; and (b) the rights of other tenants or other third parties under any existing or future oil, gas, and mineral lease(s) from Landlord affecting the Premises or any portion thereof, whether recorded or not.
  - 8. Rent.

3

- A. Base Rent.
- B. Rent Payable.
- C. Base Rent Adjustment.

- (i) First Anniversary Term -
- (ii) Second Anniversary Term -
- (iii) Third and Fourth Anniversary Term -1

D. Sublease Income.

#### 9. <u>Improvements</u>.

- A. Maintenance, Repair and Replacement. Tenant shall be responsible to maintain, repair and replace when and where needed, all improvements located on the Premises and Tenant shall bear the entire cost and expense thereof, whether existing at the inception of the Lease or placed on the Premises by Tenant during the Lease. If during the Term Tenant wishes to replace or improve any improvement, then the cost of the replacement or improvement and installation shall be borne solely by the Tenant. Such improvement will be considered a part of the Premises at the time that it is installed and Tenant shall be required to maintain and repair it during the Term. For purposes of the Lease, (i) an "improvement" is equivalent to a "fixture" in real property law and (ii) an improvement is considered to be a chattel that has been permanently attached to the Premises. Such improvements include, but are not limited to roadways, fences, berms, buildings, other structures and irrigation wells and irrigation facilities including component parts of above-ground irrigation systems, electrical panels, pumps, pipelines, valves, siphons, waste gates and other irrigation facilities. More specifically, Tenant shall be solely responsible for all above-ground and below-ground water well maintenance and repairs and to rework or replace existing water wells and component parts in order to maintain existing water flow rates for all existing agricultural wells.
- B. Ownership of Above-Ground and Below Ground Removable Irrigation Equipment. Landlord and Tenant acknowledge that all above-ground and below ground removable irrigation equipment is owned by Tenant consisting of motors, pumps and gearheads. Tenant shall retain ownership of all of these above-ground and below ground removable irrigation improvements including any improvements or replacement which Tenant installs or affixes to the Premises during the term of this Lease. Tenant agrees to not remove any such improvement until termination of this Lease and subject to Landlord's option to purchase these improvements as set forth in Paragraph 18.
  - 10. Option to Reduce Premises by Landlord.

11. Substitution of Parcels of Land within the Premises.

- 12. Right to Sublease.
- 13. Waste. Tenant shall not commit, or permit others to commit, waste or a nuisance or any other act that could disturb the quiet enjoyment of Landlord or any occupant of adjacent property.
  - 14. Buena Vista Ranch and Stockdale Ranch.

15. LRC Contract. Tenant acknowledges that the terms of this Lease and the rights of Tenant are subject to a prior agreement with Land Resource Concepts, Inc., a California corporation ("LRC") concerning LRC's right to acquire a certain property located in the Lancaster region as set forth on "Exhibit B". Tenant acknowledges that LRC has the right to acquire this property. As a result of the pending acquisition, Landlord has the right, upon six months prior notice, to terminate the Lease as to any portion of the property located in the Lancaster region. This right of cancellation shall be in addition to, and shall not be considered a part of, Landlord's right to reduce the Leased Premises pursuant to Paragraph 10 A. Tenant assumes the risk of all loss which may result therefrom and waives any claim or other right which Tenant may have as against Landlord or any third party as a result of the acquisition of this property by LRC. To the extent permitted by the agreement with LRC, Tenant will be entitled to any compensation for actual crop loss for which LRC will be responsible.

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Lancaster Litigation. Landlord is currently involved in litigation currently filed in Riverside County Superior Court, Civil Action No. RIC 344436 consolidated with RIC 344668 and RIC 353840, and involving the City of Lancaster, Antelope Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Little Rock Creek Irrigation District, Palmdale Water District and Los Angeles County Waterworks District 40 and a second action currently filed in Kern County Superior Court, Civil Action No. S-500-CV 254348, involving Los Angeles County Water Waterworks District No. 40, Diamond Farming Company, Bolthouse Properties, Inc., City of Lancaster, City of Los Angeles, City of Palmdale, Little Rock Creek Irrigation District, Palmdale Water District, Palm Ranch Irrigation District and Quart Hill Water District, among others. Landlord shall remain responsible to defend these actions and prosecute the acquisition and preservation of water rights in the Lancaster area and shall remain in charge of the litigation as it pertains to the Premises or part thereof. Tenant shall cooperate with and reasonably assist Landlord by providing relevant documentation or testimony as needed in prosecuting and protecting the acquisition and preservation of these water rights.

#### 17. Power Plant.

18. Condition, Surrender and Option to Purchase Irrigation Equipment. Tenant accepts the Premises in its present condition. Tenant agrees, on the last day of the Term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same or similar condition as when received and to remove all of Tenant's property from the Premises. Landlord shall have the option to purchase any above-ground or below ground removable irrigation equipment owned by Tenant at the time of surrender of the Premises. The purchase price shall be the then fair market value of the improvements to be purchased. Fair market value shall be determined by mutual agreement of the Parties. If the Parties are unable to reach a mutual agreement, the Parties shall select a qualified individual to value such improvements and such third party valuation shall be binding on the parties. The parties shall share equally the expense of such appraisal.

#### 19. Insurance Coverage.

A. Tenant agrees to maintain during the Term, at Tenant's expense, public liability insurance with a company satisfactory to Landlord for protection against liability to the public and Tenant's employees, independent contractors and invitees arising as an incident to the use of or resulting from any accident occurring in or about the Premises. The limits of liability are to be in amounts of not less than for any accident, and

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for property damage.

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

#### 20. Inspection, Access, Construction of Improvements and Records.

- A. Access. Tenant shall permit Landlord, Landlord's agents and assigns, at all reasonable times during the Lease Term, to enter the Premises and to use the roads established on the Premises for purposes of inspection to determine compliance with the terms of this Lease, exercise of all rights of Landlord under this Lease, posting notices, conducting any pre-development activities and all other lawful purposes. Tenant shall supply Landlord, Landlord's agents and assigns with keys and other instruments necessary to effect entry on the Premises and all parts thereof if locked or gated.
- B. <u>Construction of Improvements</u>. Landlord reserves the right, at its reasonable discretion, to construct improvements to the Premises and to take any other action to improve the Premises such as granting easements, constructing or relocating power, sewer, water or other utility lines and the like. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, losses (including reasonable crop damages) and liabilities arising from or in connection with Landlord's exercise of its rights hereunder.
- C. <u>Application Records</u>. Tenant shall make and keep pertinent records of all chemicals, pesticides, fertilizers, and other materials used or applied on the Premises, including identity, dates of, and rates of application and shall make them available to Landlord and Landlord's agents and assigns, at all reasonable times, for inspection.
- 21. <u>Farming Practices</u>. All operations incident to the permitted uses of the Premises shall be carried in accordance with the best husbandry and cultural practices utilized in the

vicinity of that portion of the Premises being evaluated, including, but not limited to, control of and economical use of irrigation water, maintenance of sufficient leveling of the surface of the irrigable part of the Premises for the method of irrigation as it exists at the time Tenant goes into possession, institution of diligent efforts to prevent the spread of noxious weeds and to protect the Premises from infestations of insects and other pests. On default of Tenant to do so, Landlord reserves the right, after having given thirty (30) days notice, to take all necessary remedial measures at Tenant's expense for which Tenant shall reimburse Landlord upon demand.

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#### 22. <u>Utilities and Real Property Taxes.</u>

- A. Tenant shall pay all electric and other utility bills, for service supplied to the Premises in a timely fashion and where feasible, Tenant shall put the accounts in Tenant's name.
- B. Tenant shall pay all assessments and all real property and personal property taxes assessed against the Premises in a timely fashion. Tenant shall provide Landlord with proof of payment as each payment is made.
- 23. Expenses. Tenant shall, at its own risk and expense, provide and promptly pay for all labor, water, fertilizer, farm implements, seed, building maintenance, and other materials and services of whatsoever kind or nature which may be used for the planting, cultivation, irrigation, production, and harvesting of crops and other permitted uses and maintenance of the Premises and Landlord shall not be liable for any part thereof, except as specifically set forth in this Lease.
- 24. Water. Tenant shall have the use of all rights to water for permitted uses hereunder. However, Landlord assumes no responsibility for the quality or quantity of the water supply to the Premises or any part thereof. Tenant shall conduct its own independent investigation of the availability and quality of water and assumes all risks involving the quantity and quality of water and the condition of the well(s), pump(s), pipelines and all other parts of the irrigation system on the Premises. In no event shall Landlord be liable or responsible for any crop loss, loss of profit, or other direct or consequential damages resulting from the unavailability of water, water quality or any failure of the irrigation systems.
- 25. <u>Insurance Hazards</u>. Tenant shall not use the Premises, or permit others to use it, or do or permit acts that will increase the existing rates of insurance on the Premises or cause cancellation of any insurance policy covering the Premises or part thereof. Tenant shall comply with all requirements of any insurance organization providing the Premises with insurance coverage which is necessary for the maintenance of any reasonable fire and public liability insurance covering the Premises and the crops thereon.
- 26. <u>DISCLAIMER OF WARRANTIES</u>: LANDLORD MAKES NO WARRANTY EXCEPT AS SPECIFICALLY SET FORTH HEREIN. LANDLORD DISCLAIMS AND TENANT WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF TENANT AND ALL WARRANTIES AND OBLIGATIONS OF LANDLORD, EXPRESS OR IMPLIED, ARISING OUT OF LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTY OF (i) THE PREMISES SUITABILITY FOR GROWING CROPS; (ii) THE ABSENCE OF DELETERIOUS ORGANISMS, (iii) THE PREVAILING CLIMATIC CONDITIONS AND/OR OTHER FACTORS THAT MIGHT PERTAIN TO THE ABILITY TO SUCCESSFULLY GROW AND HARVEST THE CROPS AND/OR (iv) THE QUANTITY OR QUALITY OF WATER AVAILABLE TO THE PREMISES. TENANT HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE PREMISES FOR THE USES AUTHORIZED UNDER THIS LEASE.

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- 27. <u>Mineral Rights</u>. All rights in minerals, oil, gas, and other hydrocarbons located on or under the Premises which are owned by Landlord, are reserved by Landlord and are excepted from the Premises covered by the terms of this Lease. Tenant expressly grants to Landlord, and anyone acting under Landlord's rights, a right of entry and a right-of-way for ingress and egress, in and to, over and on, the Premises during the Term for exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the Premises; provided, Landlord shall reimburse Tenant for any damages that Tenant sustains as a result of any interference with the agricultural operations conducted under this Lease arising from exploration, drilling, and/or mining operations.
- 28. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term of this Lease. If Tenant does abandon or vacate the Premises or if Tenant is dispossessed by process of law or otherwise, subject to Paragraph 36 C, any personal property belonging to Tenant and left on the Premises shall be kept for a reasonable time by Landlord, but in no event longer than ten (10) days, after Landlord gives Tenant notice to remove the property from the Premises, after which time, if it has not been reclaimed by Tenant, it may be treated by Landlord as abandoned.
- 29. <u>Alterations</u>. Tenant shall not make or permit to be made any alteration of the Premises with a cost in excess without the prior written consent of Landlord.

#### 30. HAZARDOUS MATERIAL.

- A. 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.
- B. LANDLORD 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 TENANT 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.

C. TENANT SHALL NOT CAUSE OR PERMIT ANY HAZARDOUS MATERIAL TO BE BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, ITS AGENTS, CONTRACTORS, OR INVITEES WITHOUT THE PRIOR CONSENT OF LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD BY LANDLORD CONDITIONED UPON TENANT'S DEMONSTRATION TO LANDLORD'S REASONABLE SATISFACTION THAT SUCH HAZARDOUS MATERIAL IS NECESSARY OR USEFUL TO TENANT'S AGRICULTURAL OPERATIONS AND WILL BE USED AND STORED IN COMPLIANCE WITH ALL LAWS, REGULATIONS, AND ORDINANCES REGULATING SUCH HAZARDOUS MATERIAL.

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- D. NOTWITHSTANDING THE ABOVE, TENANT SHALL NOT BE REQUIRED TO OBTAIN ANY PRIOR WRITTEN CONSENT FROM LANDLORD FOR THE USE OF ANY CHEMICALS, PESTICIDES, FERTILIZERS OR OTHER MATERIALS ACTUALLY CONSUMED OR UTILIZED IN THE FARMING OF THE PREMISES IN COMPLIANCE WITH ALL THEN EXISTING APPLICABLE LAWS, REGULATIONS, AND ORDINANCES.
- IF THE PRESENCE OF HAZARDOUS MATERIAL ON THE PREMISES IS CAUSED OR PERMITTED BY TENANT DURING THE TERM AND RESULTS IN CONTAMINATION OF THE PREMISES OR THE WATER THEREUNDER IN VIOLATION OF ANY LAWS, REGULATIONS, AND ORDINANCES IN EXISTENCE AT THE TIME SUCH HAZARDOUS MATERIAL WAS BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, THEN TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, FINES, ATTORNEYS' FEES, LOSS OF RENT OR DIMINUTION IN VALUE OF THE PREMISES, WHICH ARISE AS A RESULT OF SUCH CONTAMINATION BY TENANT. THIS INDEMNIFICATION OF LANDLORD BY TENANT ALSO INCLUDES COSTS INCURRED FOR SITE INVESTIGATION, CLEANUP, REMOVAL, RESTORATIVE WORK REQUIRED BY ANY GOVERNMENTAL AGENCY HAVING AUTHORITY TO REQUIRE SUCH WORK DUE TO THE PRESENCE OF HAZARDOUS MATERIAL CAUSED BY TENANT IN VIOLATION OF THE SAID LAWS, REGULATIONS, AND ORDINANCES. NO ACTION SHALL BE BROUGHT AGAINST TENANT UNDER THIS PARAGRAPH 30 MORE THAN TEN (10) YEARS AFTER ANY BREACH OF THE OBLIGATIONS STATED HEREIN.
- 31. General Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord and its members, managers, employees, anyone acting on its behalf and its successors and assigns from and against all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which arise during the Term or after the Term expires or the Lease is terminated, which result from Tenant's activities and/or farming operations and/or the actions of Tenant's employees, agents or representatives, even though caused by the concurrent or contributory fault of Landlord, except where caused solely by the negligence or willful misconduct of Landlord. Landlord shall have the right, but not the duty, to participate in the defense of any such claim or liability with attorneys of its own selection without relieving Tenant

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of any of its obligations hereunder. This indemnity provision shall survive the termination of this Lease.

- 32. Compliance with Law. In all operations under this Lease, or on the Premises, Tenant shall, at its own expense, promptly comply with any and all laws, ordinances, rules, regulations and requirements whatsoever, present or future of the national, state, county or municipal government which in any way, apply to the use, maintenance, occupation and/or operations of the Premises or activities incidental thereto.
- 33. Soil Testing. During the Term, Landlord shall have the right during the Lease to take soil samples, inspect for the spread of noxious weeds and conduct soil tests on the Premises, such soil sampling and soil testing being done by state or federal agencies or by testing laboratories licensed by the State of California, to determine the soil fertility and the amount of soluble minerals and essential elements in the soil. If there has been any substantial increase in the spread of noxious weeds or decrease in the soil fertility or depletion of the soluble minerals and essential elements in the soil, adversely affecting the agricultural productivity of the Premises, Tenant shall, within ten (10) days after written notice of demand from Landlord, take appropriate remedial action to remove the noxious weeds or restore the soil fertility and the former level of soluble minerals and essential elements. A failure of Tenant to comply with such notice and demand shall constitute a breach of this Lease and, in addition, shall authorize Landlord to take appropriate steps to remove the noxious weeds or to restore the Premises to the level of fertility and productivity as shown in the initial tests made as herein provided, all at the expense of Tenant.
  - 34. Default. Tenant shall be in material default under this Lease if:
- A. Tenant fails to pay rent or any other charge required to be paid by Tenant within fifteen (15) days of when due;
- B. If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease; or,
- C. A receiver is appointed to take possession of all or substantially all assets of Tenant or there is a general assignment by Tenant for benefit of creditors, or an action taken or suffered by Tenant under any insolvency or bankruptcy act.
- 35. <u>Remedies Upon Default</u>. In the event of a default of this Lease, and in addition to all other rights and remedies Landlord may have at law, in equity or otherwise, Landlord shall have the option to do any or all of the following:
- A. <u>Reentry</u>. Immediately reenter and remove all persons and property from the Premises and take possession of all crops, harvested or unharvested, and maintain or market

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them as appropriate and to store the non-perishable personal property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

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- B. <u>Collection of Rent</u>. To collect by suit or otherwise, pursuant to the provisions of section 1951.4 of the California Civil Code, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the highest rate authorized by law from the due date thereof until paid.
- C. <u>Termination of Lease</u>. Termination of this Lease, in which event Tenant shall immediately surrender possession of the Premises, and pay to Landlord, in addition to any other remedy Landlord may have, all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Premises, and including:
- (i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. The express intent of this subparagraph 23.3 is to grant to Landlord all remedies specified in paragraphs (a)(1), (a)(2), (a)(3) and (a)(4) of Section 1951.2 of the California Civil Code; and
- (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform the Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- D. Reletting. Should Landlord elect to reenter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may from time to time, without terminating this Lease, relet the Premises, or any part thereof, as the agent and for the account of Tenant, either in the Landlord's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not) as Landlord may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such reletting during the balance of the term of this Lease, or any part thereof, shall be applied first to the expenses of reletting and collecting including necessary renovation and alteration of the Premises and reasonable attorney's fees, and any real estate commission actually paid and, thereafter, toward payment of all sums due or to become due to

Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Tenant shall pay to Landlord monthly any deficiency, and Landlord may sue therefor as each monthly deficiency shall arise. Such monthly deficiencies shall be paid punctually when due.

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- 36. Agricultural Programs. Tenant may enter into any governmental or privately arranged soil conservation, cropping, and/or crop control agreements or programs without Landlord'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.
- Arbitration. Any dispute that arises between Landlord and Tenant regarding this Lease except for the payment of rent, shall be resolved by binding arbitration pursuant to CCP §1282 through §1284.2 in Kern County, California. The parties shall mutually select an arbitrator but if the parties cannot so agree, then three arbitrators shall be selected, one of whom shall be selected by Landlord, one by the Tenant, and the third of whom, who shall be the chairman, shall be selected by the other two arbitrators. The three arbitrators, so selected, shall then hear and determine the controversy according to law, and their decision shall be final and binding on Landlord and Tenant. The cost of the arbitration shall be borne equally by Landlord and Tenant. Judgment upon the award of arbitrator(s) may be entered into in any court having jurisdiction.
- 38. Attorneys' Fees and Venue. In the event of default or deficiency or violation of any of the terms or conditions herein which require the employment of an attorney by either party to enforce this Lease or a civil action or arbitration, the prevailing party shall be entitled to all costs and reasonable attorneys' fees incurred therefor. Kern County shall be the proper venue for any litigation or arbitration as a portion of the Premises is located in Kern County and the last act to make this Lease enforceable occurred in Kern County.
- 39. <u>Waiver</u>. The waiver by Landlord of any default or breach by Tenant shall not be treated as a waiver of such term covenant or condition or as a waiver of a future breach of the same covenant or condition contained in this Lease. Acceptance of rent by Landlord shall not be treated as a waiver of any previous breach by Tenant.
- 40. <u>Notices</u>. Any notice to be given to either party by the other shall be in writing and shall be served upon either personally or by registered certified mail addressed as follows:

Landlord:

BOLTHOUSE PROPERTIES, LLC

Attention: Anthony L. Leggio, Manager

2000 Oak Street, Suite 250 Bakersfield CA 93301

Tenant:

WM. BOLTHOUSE FARMS, INC. Attention: Andre Radandt, President

7200 E. Brundage Lane Bakersfield CA 93307-3016

- 41. <u>Integration</u>. This Lease constitutes the sole and only agreement between Landlord and Tenant respecting the Premises and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Lease are null and void.
- 42. <u>Binding Effect.</u> This Agreement shall inure to the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, members, managers, directors, officers, partners, successors, and all other acting for, under, or in concert with such parties.
- 43. <u>Severability and Construction.</u> A determination by a Court of competent jurisdiction that any provision of this Lease or any part 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. However, the parties will use their best efforts to add a provision to this Lease which will, to the extent legally possible, carry out the intent of any invalidated provision. Further, this Lease shall not be construed against either party since its terms were negotiated equally by the parties.
- 44. <u>Modification</u>. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.
- 45. <u>Time is of the Essence</u>. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.
- 46. <u>Headings</u>. Headings are for convenience of the parties only and do not form a part of this Agreement.
- 47. <u>Separate Counterparts</u>. This Lease may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

Executed at Bakersfield, California, on the date above-written.

"Landlord"	"Tenant"
BOLTHOUSE PROPERTIES, LLC, a California limited liability company	WM. BOLTHOUSE FARMS, INC., a Michigan corporation
By College) Its Resident	By har Marie By By Marie By Ma

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## EXHIBIT P-1

To Addendum Exhibits A, B, C Amended May 8, 2013, Exhibits P-1 and P-2 to Declaration of Anthony L. Leggio In Lieu of Deposition Testimony for Phase 4 Trial

FIELDS	ACRES	2012	2011	2010	2009	2008	2007	2006
Rowan 2-1	50	Barley	carrots	Barley	fallow	carrots	fallow	fallow
Rowan 2-2	75	Barley	carrots	Barley	fallow	carrots	fallow	fallow
Rowan 2-3	75	Barley	carrots	Barley	fallow	carrots	fallow	fallow
	75	carrots	Barley	Barley	carrots	fallow	carrots	fallow
Rowan 2-4	75	-	Barley	Barley	carrots	fallow	carrots	fallow
Rowan 2-5		carrots	<u>-</u>			fallow	carrots	fallow
Rowan 2-6	40	Barley	Barley	carrots	fallow	fallow	fallow	carrots
Rowen 2-7	40	Barley	Barley	carrots	wheat		fallow	carrots
Rowen 2-8	75	Barley	Barley	carrots	wheat	fallow		
Rowen 2-9	75	carrots/sudan	Barley	Barley	carrots	fallow	fallow	carrots
S & P 26-1	124	carrots/sudan	Barley	Barley	carrots	carrots	fallow	fallow
S & P 26-2	124	Barley	carrots	Barley	wheat	fallow	fallow	carrots
S & P 26-3	124	Barley	Barley	carrots	wheat	fallow	fallow	carrots
S & P 26-4	124	Barley	Barley	carrots	onions	fallow	carrots	fallow
S & P 27-4	60	carrots/sudan	Barley	Barley	carrots	carrots	fallow	fallow
S & P 35-1	124	Barley	carrots	Barley	fallow	carrots	fallow	fallow
S & P 35-2	124	Barley	carrots	Barley	fallow	fallow	carrots	fallow
S & P 35-3	120	carrots/sudan	Barley	Barley	carrots	fallow_	fallow	carrots
S & P 35-4	120	Barley	Barley	carrots	fallow	fallow	carrots	fallow
AJAMIAN 27-4	28	carrots	Barley	Barley	carrots	onions	carrots	fallow
Back 32-2	123	Barley	carrots	Barley	onions	Sod/Carr.	Sod	carrots
Big Field 33-1	123	Barley	carrots	Barley	fallow	carrots	Sod	fallow
Big Field 33-1 A	15	Barley	carrots	Barley	onions	carrots	fallow	fallow
Desert 34-1	123	carrots	Barley	Barley	carrots	onions	carrots	fallow
Yard 33-2	92	carrots	Barley	Barley	carrots	Mustard/Sod	Sod	carrots
Yard 33-2 A	20	carrots	Barley	Barley	carrots	onions	Sod	carrots
Anderson 5-2	122	carrots	Barley	Barley	carrots	Sod	Sod	carrots
Turner 5-1	44	Barley	Barley	carrots	onions	carrots	Onions	fallow
BROWN 34-3	109	Barley	Barley	carrots	wheat	Sod	carrots	fallow
		Barley	Barley	carrots	potatoes	carrots	onions	onion/fall
BROWN 34-4	123	Fallow	Fallow	Barley	carrots	onions	fallow	carrots
BALZER 29-3	62				wheat	carrots	onions	onions
QUAN 32-4	92	Barley	carrots	Barley	Pot/wheat	onions	carrots	fallow
SHETLER 28-4	124	Fallow	Fallow	carrots			onions	fallow
Mashiyama W	78		B 7		wheat	onions		fallow
Mashiyama 28-4	62	Barley	Barley	carrots	onions	onions	fallow	
DACK 29-3	64	carrots	Onions	onions	carrots	potatoes	carrots	fallow
TESTO 14-2 N	24	carrots	onions	Fallow	onions	fallow	fallow	fallow
TESTO 14-2 S	31	carrots	onions	Fallow	onions	fallow	fallow	fallow
TESTO 14-2 E	31	Carrots	Fallow	Fallow	fallow	fallow	fallow	fallow
HAWAIIAN 29-1	122	carrots	onions	onions	wheat	carrots	potatoes	carrots
HUANG 30-2	60	Barley	Barley	carrots	fallow	potatoes	carrots	onions
HUANG 30-4	60	Barley	Barley	carrots	wheat	fallow	carrots	onions
PARDEE 30-3	28	Barley	Barley	carrots	wheat	carrots	fallow	fallow
LAID 13-3	60	Barley	Barley	Barley	carrots	onions	potatoes	carrots
Laid 13-3 A	22	Barley	Barley	Barley	carrots	onions	potatoes	carrots
LEVISTE 29-4	124					onions	carrots	onions
REINELT 9-3	122		Car./Su.	potatoes	fallow	carrots	onions	onions
PARDEE 20-3	121	Barley	Barley	carrots	fallow	carrots	onions	potatoes
PARDEE 20-4	117	Barley	carrots	Barley	fallow	carrots	fallow	fallow
PARDEE 28-1	71	Barley	Barley	Barley	carrots	carrots	potatoes	carrots
PARDEE 28-2	126	Barley	Barley	Barley	carrots	carrots	potatoes	carrots
Pardee 28-4	126	Barley	carrots	potatoes	onions	carrots	fallow	fallow
CHING 21-3	122	Barley	carrots	Barley	onions	carrots	fallow	potatoes
PIANE 21-4	102	Barley	Barley	carrots	fallow	potatoes	carrots	fallow
AVOL 25-2	31	carrots	Barley	Barley	wheat	onions	carrots	fallow
AVOL 25-2 AVOL 25-3	61	Barley	Barley	Barley	fallow	onions	carrots	fallow
		· · ·	Barley	carrots	fallow	potatoes	carrots	fallow
BUSHNEIL 10-3	57	Barley	Barley		onions	carrots	fallow	fallow
BUSHNEIL 10-4 E	56	carrots		onions			fallow	fallow
BUSHNEIL 10-4 N	36	carrots	Barley	Barley	carrots	onions		
BUSHNEIL 10-4 S	34	Barley	Barley	carrots	wheat	onions	carrots	fallow
BUSHNEIL 15-2	29	carrots	Barley	onions	onions	carrots	fallow	fallow
AVOL 14-3	68	Barley	Barley	carrots	fallow	onions	carrots	fallow
BLUM 24-1	90	i i			carrots	onions	carrots	fallow

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FIELDS	ACRES	2012	2011	2010	2009	2008	2007	2006
AVOL 23-2	62	Barley	Barley	Barley	onions	carrots	fallow	fallow
AVOL 21-1	92	Barley	carrots	Barley	wheat	carrots	onions	onions
LRC 21-2	72		1			carrots	onions	fallow
MINN 21-3	122	Barley	Barley	carrots	fallow	Pot/onions	carrots	fallow
Minn 21-4	125	Onions	Barley	carrots	fallow	onions	potatoes	carrots
MINN 22-2	124	Car./Bar	Barley	Bar./onion	carrots	onions	fal/pot.	carrots
Minn 22-3	124	Barley	carrots	Barley	onions	carrots	onions	fallow
MINN 22-4	124	Barley	Barley	carrots	Barley	carrots	onions	potatoes
MINN 23-1	28	Barley	carrots	carrots	fallow	carrots	fallow	fallow
MINN 23-3	85	Barley	Barley	carrots	fallow	onions	carrots	fallow
MINN 23-4	90	carrots	Barley	Bar./onion	carrots	onions	potatoes	carrots

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<u>FIELDS</u>	ACRES	<u>2005</u>	2004	2003	2002	<u>2001</u>
Rowan 2-1	116	carrots	fallow	fallow	carrots	fallow
Rowan 2-2	116	carrots	fallow	fallow	carrots	fallow
Rowan 2-3	112	fallow	carrots	wheat	fallow	carrots
Rowan 2-4		fallow	carrots	wheat	fallow	carrots
Rowan 2-5		fallow	fallow	carrots	fallow	fallow
Rowan 2-6		fallow	fallow	carrots	fallow	fallow
S & P 26-1	162	carrots	fallow	fallow	fallow	fallow
S & P 26-2	161	fallow	carrots	sesbania	fallow	fallow
S & P 26-3	153	fallow	fallow	carrots	fallow	fallow
S & P 26-4	157	fallow/carrots	fallow/carrots	sesbania	fallow	fallow
S & P 27-4	74	fallow	fallow	carrots	fallow	fallow
S & P 35-1	1	carrots	fallow	fallow	carrots	fallow
S & P 35-2		fallow	fallow	carrots	fallow	carrots
S & P 35-3	· · · · · · · · · · · · · · · · · · ·	fallow	carrots	wheat	fallow	carrots
S & P 35-4	1	fallow/carrots	fallow/carrots	fallow/carrots	carrots	fallow
AJAMIAN 27-4	4	onions	carrots	carrots	fallow	fallow
BACK 32-2 N		fallow	carrots	fallow	carrots	potatoes
BACK 32-2 S	<del> </del>	fallow	TR/H2O	carrots	fallow	carrots
BIG FIELD 33-1 N		carrots	TR/H2O	fallow	carrots	potatoes
BIG FIELD 33-1 S		onions	TR/H2O	carrots	fallow	carrots
DESERT 34-1 N	<del></del>	fallow	TR/H2O	onions	carrots	potatoes
DESERT 34-1 S		fallow	TR/onions	carrots	fallow	carrots
YARD 33-2 N		fallow	TR/permit	wheat	carrots	fallow
YARD 33-2 S		fallow	TR/onions	carrots	fallow	carrots
ANDERSON 5-2N		fallow	TR/carrots	onions	carrots	potatoes
ANDERSON 5-2S		fallow	TR/carrots	onions	carrots	potatoes
QUAN 32-4		fallow	carrots	sesbania	fallow	fallow
TURNER 5-1 N		fallow	TR/fallow	wheat	carrots	onions
TURNER 5-1 S		fallow	fallow	carrots	fallow	carrots
BROWN 34-3	<b>-</b>	fallow	TR/permit	/sesbania/pern		carrots
ARNOLD 34-3		fallow	carrots	sesbania	fallow	fallow
BROWN 34-4		fallow	TR/carrots	wheat	carrots	onions
CAMELLO 34-4		fallow	carrots	fallow	fallow	fallow
HORSE RANCH 28-3		fallow	TR/potatoes	carrots	fallow	carrots
HUEGA 29-4		fallow	TR/potatoes	wheat	carrots	potatoes
BALZER 29-3		fallow	carrots		fallow	fallow
SHETLER 28-4		fallow	TR/H2O	wheat	carrots	potatoes
LAID 13-3		fallow	onions	carrots	carrots	fallow
DACK 29-3		fallow	carrots	onions	carrots	carrots
MONACO 29-3	1	fallow	carrots	onions	carrots	fallow
GROSS 20-3		fallow	onions	carrots	carrots	fallow
HAWAIIAN 29-1		fallow	TR/potatoes	carrots	onions	carrots
HUANG 30-2	-	fallow	carrots	onions	carrots	carrots
HUANG 30-4		fallow	carrots	onions	carrots	carrots
LEVISTE 29-4		fallow	carrots	onions	carrots	fallow
PARDEE 20-3		carrots	TR/H2O	potatoes	carrots	onions
PARDEE 20-4		fallow	TR/potatoes/fa	•	onions	carrots
PARDEE 28-1		fallow	TR/onions/fallo	<del></del>	onions	carrots
PARDEE 28-2		fallow	TR/onions	carrots	onions	carrots

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<u>FIELDS</u>	ACRES	2005	2004	2003	2002	2001
KASTNER 28-2	21	fallow	onions	carrots	fallow	fallow
PARDEE 28-3	82	carrots	TR/potatoes	onions	carrots	onions
PARDEE 28-4	83	carrots	TR/potatoes	onions	carrots	wheat
PARDEE 30-3	36	onions	carrots	onions	carrots	carrots
CHING 21-3	61	carrots	onions	carrots	potatoes	fallow
PIANE 21-4	71	fallow	TR/H2O	wheat/potatoe	carrots	onions
BUSHNEIL 10-3	71	onions	carrots	fallow	carrots	wheat
BUSHNEIL 10-4 E	70	carrots	TR/H2O	fallow	carrots	wheat
BUSHNEIL 10-4 W	99	onions	onions/fallow	carrots	silage	carrots
BUSHNEIL 15-2	34	carrots	fallow	fallow	fallow	fallow
WOLSKY 10-4	38	onions	onions	carrots	carrots	fallow
AVOL 14-3	73	onions	carrots	onions	carrots	potatoes
GORREZ 14-4	20	onions	carrots	sesbania	fallow	fallow
COOPER 14-4	21	onions	carrots	sesbania	fallow	fallow
BLUM 24-1	118	onions	onions	carrots	carrots	fallow
LAUTERBURN 24-2	40	onions	onions	carrots	carrots	fallow
AVOL 23-2	78	carrots	onions	onions	carrots	carrots
AVOL 25-2	50	onions	carrots	onions	carrots	fallow
STEHR 20-2	22	onions	carrots	onions	fallow	fallow
OWENS 25-1	22	onions	carrots	onions	carrots	fallow
AVOL 25-3	77	onions	carrots	onions	carrots	fallow
CAMPBELL 25-4	11	onions	carrots	sesbania	fallow	fallow
AVOL 21-1	119	carrots	potatoes	sesbania/carro	carrots	fallow
LRC 21-2	72	carrots	potatoes	sesbania/onior	carrots	carrots
MINN 21-3	155	fallow	onions/fallow	carrots	onions	carrots
MINN 21-4 E	65	fallow	carrots	onions	carrots	wheat
MINN 21-4 W	97	fallow	onions	carrots	onions	carrots
TAPIA 22-1	41	onions	carrots	onions	carrots	fallow
MINN 22-2	130	fallow	potatoes	carrots	onions	carrots
MINN 22-3 E	79	carrots	potatoes	onions	carrots	onions
MINN 22-3 W	77	carrots	fallow	wheat/potatoes	carrots	wheat
MINN 22-4	157	carrots	potatoes	onions	carrots	onions
MINN 23-1	52	fallow	onions	carrots	onions	carrots
MINN 23-3	110	onions	carrots	wheat/potatoes	carrots	onions
MINN 23-4	83	fallow	onions	carrots	onions	carrots

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