AMENDMENT TO LANCASTER AREA FARM LEASE

THIS AGREEMENT is dated for reference this 10th day of October, 2009 between GEORGE M. LANE, (“Landlord”) and GRIMMWAY ENTERPRISES, INC. (“Tenant”).

1. Recitals. This Agreement is made with reference to the following statement of facts.

A. Landlord and Tenant have executed a Lease Agreement effective October 9, 2007 for the premises described as 318.18 acres in Kern County, California.

2. Amendment to Lease Term. Paragraph 3 of the Lease will be amended in its entirety as follows:

"3. TERM. The term of the Lease shall be for the period beginning upon execution and ending December 31, 2013; provided, however, that Landlord shall have the option to end the term at December 31, 2011 by written notice to Tenant given anytime prior to January 1, 2011. If cancellation is not given prior to January 1, 2011, Landlord shall have the option to end the term at December 31, 2012 by written notice to Tenant given anytime prior to January 1, 2012."
3. Repair and Maintenance. The provisions of Paragraph 4 shall be modified so as to impose upon the Landlord the responsibility to maintain and repair the above and below ground portions of the irrigation system.

4. Rent. The rental payment for the 2011 year, which would have been due on January 1, 2011, shall be due concurrent with the rental payment for the 2010 year and be due on or about January 1, 2010.

5. Confirmation of Lease. Except as herein amended, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF the parties have affixed their signatures hereto effective the day and year first above written.

"LANDLORD"

"TENANT"

GRIMMWAY ENTERPRISES, INC.

[Signatures]
LANCASTER AREA FARM LEASE

This Lancaster Area Farm Lease (hereinafter "Lease"). by GEORGE M. LANE, an individual ("Landlord"), whose address is 42200 10th Street West, Suite 101, Lancaster, CA 93536, Telephone (661) 942-0475, Facsimile (661) 426-7485 and GRIMMWAY ENTERPRISES, INC., a California corporation ("Tenant"), whose address is Post Office Box 81498, Bakersfield, CA 93380-1498, Telephone (661) 845-5275, Facsimile (661) 845-5262.

WITNESS

1. PREMISES. Landlord does hereby lease to Tenant approximately 318.18 acres of farmland (the "Premises") located in Kern County, California as shown on Exhibit "A." Subject to Addendum A attached hereto.

2. RENT. The annual rent payable by Tenant to Landlord for the term hereof shall be $22,863.50. Such amount shall be due in six (6) annual installments on or about January 1, 2008.

3. TERM. The term of this Lease shall be for the period beginning upon execution and ending on December 31, 2013.

4. WATER. Tenant shall have the exclusive right to utilize the irrigation well and pumps designated on Exhibit "A." Tenant may export water produced on the Premises off of the Premises. Tenant shall be responsible for all above and below-ground repair and maintenance. Notwithstanding the foregoing, Tenant shall not be responsible to repair the well casing or well bore in the event of failure or damage not caused by the misuse of Tenant. In the event of well casing, or well bore failure, and if Landlord does not promptly repair or replace the well, Tenant shall have the right to terminate this Lease.

5. UTILITIES. During the term of this Lease, utilities to the pump shall be placed into Tenant's name.

6. FARMING OPERATIONS. Tenant shall utilize the Premises only for the growing of crops and incidental uses thereto and is authorized to take all action deemed necessary to conduct its farming operation. All operations incident to Tenant's use of the Premises shall be carried on in accordance with reasonable husbandry practices utilized in the region. Tenant shall take the appropriate action to prohibit irrigation water from seeping or to adjoining lands or public highways. Reasonable efforts will be made by Tenant to prevent the use by unauthorized individuals of private roads located on the Premises. Tenant will make reasonable efforts to prevent the spread of noxious weeds, rodents and other vertebrate pests on the Premises. Further, Tenant will make reasonable effort to minimize the accumulation of any rubbish or waste on the Premises and shall maintain all fences for the term of the Lease on the Premises in the same condition as when received.

7. ACCEPTANCE OF PREMISES. By entering into this Lease, Tenant accepts the Premises in its present condition as Tenant has made such inspections of the Premises as Tenant deems necessary to evaluate the Premises and its suitability for Tenant's farming operation, including an assessment of the soil condition due to the use of pesticides.

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

9. EXPENSES. Tenant shall pay for all the obligations and costs incurred in the farming of the Premises, including, without limitation, labor, seed, pesticides, machinery, except as otherwise provided for herein.

10. INSURANCE.

A. Tenant agrees to maintain in effect during the term of this Lease, primary forms of insurance coverage, in the amount of at least $1,000,000 to protect against claims, demands or liabilities in the performance or nonperformance of this Lease to the extent that Insurance of such risks is reasonably available. Tenant shall provide written notice to Landlord as to the existence or nonexistence of such insurance, policy number and company name. Tenant agrees to name Landlord as "additional insured" and upon request to submit a certificate of insurance evidencing such coverage and that such insurance may not be canceled without thirty (30) days prior notice to Landlord.

B. Tenant agrees to maintain during the term of this Lease, at its own expense, Workers' Compensation Insurance (or a Certificate of Consent to Self-Insure) for individuals carried on its payroll.

11. WASTE. Tenant shall not unreasonably commit or permit others under Tenant's control to commit on the Premises waste or a nuisance or any other act that could disturb the quiet enjoyment of Landlord or any other occupant of adjacent Premises.

12. INSPECTION. Tenant shall permit Landlord and its agents, at all reasonable times, to enter the Premises and to use the roads established on the Premises for the purpose of inspection for compliance with lease terms and to exercise its rights for posting notices and other lawful purposes.

13. IMPROVEMENTS AND STRUCTURES. Structures, installations and facilities placed on the Premises by the Tenant shall be and remain the Premises of Tenant during the lease term. Upon lease termination, Tenant shall have the right to remove portable structures, installations, irrigation facilities, equipment and/or personal Premises of Tenant, except where such facilities and improvements were installed as part of the maintenance of the leasehold. In any event, Tenant shall be entitled to remove all portable sprinkler irrigation facilities, tail water pumps and incidental irrigation facilities provided by Tenant.

14. HAZARDOUS MATERIAL. "Hazardous Material" as used herein shall mean any hazardous or toxic substance or material which is or becomes regulated by any local, state or federal authority. Tenant shall utilize all chemicals, pesticides, fertilizers or other materials consumed in the farming operation in compliance with all then existing applicable federal, state and local laws and regulations.

If the presence of Hazardous Material on the Premises is caused by Tenant during the term of this Lease and results in contamination in violation of the laws and regulations in existence at the time the Hazardous Material was utilized, then Tenant shall pay all clean-up costs which result therefrom. However, no action shall be brought against Tenant under this paragraph more than one (1) years after any alleged breach of the obligations stated herein.
15. GENERAL INDEMNIFICATION. Tenant shall indemnify, defend and hold Landlord, its employees, agents, successors, assigns and anyone acting on its behalf, harmless from all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which result from or arise during or after the term of this Lease from any negligence of Tenant in the performance of its activities and farming operations on the Premises.

Landlord shall indemnify, defend and hold Tenant, its employees, agents, successors, assigns and anyone acting on its behalf, from and against all claims, damages, liabilities, attorneys' fees and costs which arise during or after the term of this Lease from negligence of Landlord in its activities concerning the Premises.

16. TAXES. Tenant shall comply with all lawful demands of the County Assessor in reporting Premises owned by Tenant and located on the Premises and shall pay all taxes, assessments and charges attributable to Tenant's crops, structures, improvements, machinery and other Premises placed on the Premises by and owned by Tenant.

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

17. AGRICULTURAL PROGRAMS. Landlord shall have responsibility to maintain compliance with any governmental programs in which the Premises are involved such as the FSA program.

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

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

19. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.

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

21. MODIFICATIONS. These provisions constitute the entire Lease between the parties as to the subject matter of this Lease and may not be altered or modified except in writing and execution by each party hereto.
This Lease is executed at Kern County, California on October 7, 2007

TENANT

GRIMMWAY ENTERPRISES, INC.,
a California corporation

By: ____________________________
Carl F. Voss, Jr.
Land Manager, Lancaster

LANDLORD

By: ____________________________
GEORGE M. LANE
Addendum A

This lease between Grimmway Farms ("Farm Lease") and George M. Lane ("Owner") and is concurrent to the lease with Oak Creek Energy Systems agreement first dated July 1, 2006.

It is noted that the probability of towers being built on the property noted in the Lancaster Area Farm Lease (Fairmont area) would be 3+ years, if any are built at all.

If towers are built by Oak Creek Energy Systems, Option 2 of Option Agreement notes "...Development Activities. "Optionee shall not interfere with the farming operations of Owner or its Tenant on the Property."

Further, under Exhibit B, Terms and Conditions of Lease, Protection for Owner, Number 3 notes, "Lessee shall cooperate with Owner on the location of all Wind Turbines and infrastructure to prevent the impact of these facilities on other uses of the land, including farming operations."

Initials: Grimmway Enterprises, Inc.

Initials: George M. Lane

which is not corrected in a timely manner after notice.

In the event that the farming operations of Tenant become subject to interference as a result of the Wind Project, Tenant shall be entitled to reasonable reimbursement for its damages (lost profits) and may terminate this lease.

George Lane

Grimmway Enterprises, Inc.
Monte Vista B.S.

See subsequent initial on fax.

Addendum

This lease between Grimmway Farms ("Fi"
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all Wind Turbines and infrastructure to prevent the impact of these facilities on
other uses of the land, including farming operations."

Initials: Grimmway Enterprises, Inc. [Signature]

Initials: George M. Lane [Signature]

which is not corrected in this manner after notice

In the event that the farming operations of Tenant become
affected or damaged as a result of the Wind Project, Tenant
shall be entitled to reasonable reimbursement for its damages (not
lost profits)
any way terminate this Lease.

George Lane [Signature]

Grimmway Farms, Inc. [Signature]
AMENDMENT TO LANCASTER AREA FARM LEASE

THIS AGREEMENT is dated for reference this 16th day of October, 2009 between GEORGE M. LANE, ("Landlord") and GRIMMWAY ENTERPRISES, INC. ("Tenant").

1. Recitals. This Agreement is made with reference to the following statement of facts.

   A. Landlord and Tenant have executed a Lease Agreement effective October 9, 2007 for the premises described as 318.10 acres in Kern County, California.

2. Amendment to Lease Term. Paragraph 3 of the Lease will be amended in its entirety as follows:

   "3. TERM. The term of the Lease shall be for the period beginning upon execution and ending December 31, 2013; provided, however, that Landlord shall have the option to end the term at December 31, 2011 by written notice to Tenant given anytime prior to January 1, 2011. If cancellation is not given prior to January 1, 2011, Landlord shall have the option to end the term at December 31, 2012 by written notice to Tenant given anytime prior to January 1, 2012."

AMENDMENT - Oct. 15, 2009
3. Repair and Maintenance. The provisions of Paragraph 4 shall be modified so as to impose upon the Landlord the responsibility to maintain and repair the above and below ground portions of the irrigation system.

4. Rent. The rental payment for the 2011 year, which would have been due on January 1, 2011, shall be due concurrent with the rental payment for the 2010 year and be due on or about January 1, 2010.

5. Confirmation of Lease. Except as herein amended, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF the parties have affixed their signatures hereto effective the day and year first above written.

"LANDLORD"

GRIMMWAY ENTERPRISES, INC.

"TENANT"

[Signatures]

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