EXHIBIT “1”

(A) BLUM TRUST / WM. BOLTHOUSE FARMS LEASE AGREEMENT DATED 8/2/01; and

(B) MODIFICATION OF LEASE AGREEMENT DATED 5/17/04
LEASE

This Lease, made by and between Sheldon R. Blum referred to in this Lease as "Lessor", and Wm. Bolthouse Farms, a Michigan Corporation referred to in this Lease as "Lessee", is made upon the following terms and conditions:

1. **Term of Lease**

   This Lease shall be for a period of twenty-four (24) consecutive months beginning **January 1, 2002** and ending **December 31, 2003**.

   This Lease shall encompass approximately **One hundred twenty (120)** acres known as Assessor's Parcel Number **3384-09-01 & 06**, 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 carrots and/or 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. **Utilities**

Lessee agrees to pay for any 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 assumes all risks as to water table, quantity, quality, desirability, condition or other qualifications throughout the term of this Lease agreement or any extensions thereof, without offset, credit, claim or reimbursement by or claimed against lessor or the rent set forth and due hereunder.
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.

20. **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 owning 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. Lessee shall pay any personal property taxes imposed upon or charged to the Lessor as a result of Lessee’s possession or tenancy of the Property.

21. Lessee’s Right To Cancel - Well Inspection(s)

Lessee shall be entitled to 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 fifteen (15) 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.

22. 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.
ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Lease.

ACCEPTANCE

The undersigned Lessor accepts the above Lease, and agrees to lease the premises on the above terms and conditions. IN WITNESS WHEREOF, Lessor and Lessee have executed this indenture as of August 2, 2001.

LESSOR: Sheldon R. Blum

BY: [Signature]

LESSEE: Wm. Bolthouse Farms,
A Michigan Corporation

BY: [Signature]

Its: [Signature]
3384-009-01

The north half of the northwest quarter of Section 24, Township 7N, Range 11W, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plats of said land.

3384-09-06

The northeast quarter of the northwest quarter of Section 24, Township 7N, Range 11W, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plats of said land.

Except therefrom that portion described as follows beginning at the southeast corner of said northwest quarter; Thence westerly along the south line of said northwest quarter, 108 feet; Thence northerly parallel with the west line of said section, 400 feet; Thence easterly parallel with the south line of said section, to the east line of said northwest quarter; thence southerly along said east line 400 feet to the point of beginning.
MODIFICATION OF LEASE

THIS AGREEMENT is made May 12, 2004, by and between Sheldon R. Blum, ("Lessor" herein), and Wm. Bolthouse Farms, Inc., a Michigan Corporation ("Lessee" herein).

1. RECITALS:
   This agreement is made with the following statement of facts:
   A) Lessor and Lessee entered into a written lease (herein called "Lease"), on or about January 1, 2002.
   B) The parties desire to amend the provisions of the Lease, all upon the terms, covenants and conditions hereinafter more fully set forth.

2. NEW ADDITIONAL EXTENDED TERM AND RENT:
   The term of the Lease shall be extended for an additional period of twenty-four (24) consecutive months beginning January 1, 2008, and ending December 31, 2009. The rent shall be $42,000.00 total for combined Lease Extension years 2008 and 2009.

3. LESSOR OFFER TO DISCOUNT RENT FOR LEASE EXTENSION YEARS 2006 AND 2007:
   Lessee has accepted Lessor's offer to discount rent for combined Lease years 2006 and 2007 to $38,000.00 total. Discounted Rent payment to be forwarded to Lessor via overnight delivery no later than May 14, 2004.

4. CONFIRMATION OF LEASE:
   In all other respects, said Lease referenced above shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO EFFECTIVE THE DAY AND YEAR FIRST ABOVE WRITTEN.

"Lessor"
Sheldon R. Blum

"Lessee"
Wm. Bolthouse Farms, Inc.
A Michigan Corporation

Sheldon R. Blum  5/17/04  date
Derek Yurosek  Farm Manager  date

Bolthouse#12/Modification/Blum-yrs'08 & '09

1(B)