

Motor Carrier Attachment 3:

The Grower's Company Labor Agreement

Oxnard, California

HWY15MH006

(19 pages)

Extension of Labor Agreement

Harvest Management ("HML"), and The Growers Company, Inc. ("Contractor") as parties to a Labor Agreement effective September 1, 2000, hereby agree:

- 1. That effective upon the expiration of the original Labor Agreement (December 31, 2005), that Agreement shall be extended on a year to year basis, unless terminated by one of the parties as provided in Paragraph 3.2.
- 2. That the licenses necessary to render the services under the Agreement remain valid.
- 3. That the limits for commercial general liability as set forth in Paragraph 5.3 a. shall be increased from \$1,000,000 to \$3,000,000.
- 4. That Paragraph 6.1 shall be amended to read as follows:

"For Leafy Greens, develop and maintain food safety programs, including good agricultural practices and good harvesting practices as required by the Commodity Specific Food Safety Guidelines for the Production and Harvest of Lettuce and Leafy Greens as accepted by the California or Arizona Leafy Greens Marketing Agreements from time to time, and all local, Federal and state guidelines or requirements. Contractor shall forward to HML, within five (5) days of receipt, all LGMA Audit Findings/Corrective Action Reports and any response or corrective actions relating to any fields where product harvested under this Agreement was or will be packed. Contractor shall also immediately notify HML of any flagrant or major deviations.

For all other products, develop and maintain food safety programs, including good agricultural practices and good harvesting practices that comply with the Food and Drug Administration Guidelines to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables or applicable Commodity Specific Food Safety Guidelines as amended from time to time, or as contained in any applicable Marketing Order or Agreement covering the product(s) harvested by Contractor and any local, Federal and state guidelines or requirements. Contractor shall have these facilities, including fields, packing and harvesting facilities audited based on these standards, by a third party acceptable to HML at least once per

year, and shall provide the auditor's written report to HML within five (5) days of receipt."

5. Except for the above, the remaining provisions of the Labor Agreement shall remain in full force.

Harvest Management, LLC

By: Vice President

The Growers Company, Inc.

By: President

Extension of Administrative and Maintenance Agreement

Harvest Management ("HML"), and The Growers Company, Inc. ("Contractor") as parties to an Administrative and Maintenance Services Agreement effective September 1, 2000, hereby agree:

- 1. That effective upon the expiration of the original Labor Agreement (December 31, 2005), that Agreement shall be extended on a year to year basis, unless terminated by one of the parties as provided in Paragraph 3.2.
- 2. That the licenses necessary to render the services under the Agreement remain valid.
- 3. That the limits for commercial general liability as set forth in Paragraph 5.3 a. shall be increased from \$1,000,000 to \$3,000,000.
- 4. Except for the above, the remaining provisions of the Labor Agreement shall remain in full force.

Harvest Management, LLC

Ву:

Vice President

The Growers Company, Inc.

President

By:

Labor Agreement

This Labor Agreement is effective September 1, 2000, by and between Harvest Management, LLC, ("HML") and The Growers Company, Inc. ("Contractor").

Recitals.

- A. HML is engaged in managing harvesting operations.
- B. Contractor is a labor contractor providing contract labor, transportation, and qualified equipment operators for harvesting operations.
- C. HML wishes to engage the services of Contractor to supply labor in accordance with the terms and conditions set forth below.

Now therefore, the parties agree as follows:

- 1. Term. HML engages Contractor as an independent contractor to provide contract labor for its harvesting operations, from the date set forth above through December 31, 2005, unless earlier terminated by the parties as provided in this Agreement. Contractor acknowledges that from time to time, HML may retain others to perform these tasks who are not subject to this Agreement.
- 2. <u>Services</u>. Contractor agrees to provide harvesting labor and supervision as requested by HML from time to time. Contractor shall be solely responsible for transportation of its employees and equipment, and agrees to provide properly trained and licensed operators, for all vehicles and equipment used in the harvesting operations.

3. <u>Termination</u>.

- 3.1 This Agreement shall terminate on December 31, 2005.
- 3.2 Either party may terminate this Agreement before it expires on thirty (30) days written notice to the other party.
- 3.3 This Agreement shall terminate immediately upon the occurrence of the following:
 - a. The inability of Contractor to fulfill HML's labor and/or maintenance requirements.
 - b. Any material breach of this Agreement.

c. If either party files, in any court, a petition in bankruptcy or insolvency, or for a reorganization or for the appointment of a receiver of trustee of all or a substantial portion of that party's property, or if either party makes an assignment for, or petitions for, or enters into an arrangement for the benefit of creditors, or a petition in bankruptcy is filed which is not discharged within ninety (90) days.

4. <u>Compensation:</u>

- 4.1 HML agrees to pay hourly rates for the harvesting labor and equipment operators provided, as set forth in Attachment 1 to this Agreement. HML further agrees to reimburse Contractor for medical insurance, use of a company vehicle, and per diem for selected classifications of employees as set forth in Attachment 2,
- 4.2 The parties agree that thirty one percent (31%) shall be added to total weekly compensation under the terms of this Agreement from the beginning of this agreement through August 31, 2003. Thereafter, the parties agree that thirty two and one half percent (32.5%) shall be added to total weekly compensation. This amount may be changed from time to time by agreement of the parties. This commission shall not apply to amounts paid for medical insurance, use of a company vehicle, and per diem.
- 4.4 HML acknowledges that the specified labor rates in Attachment 1 are subject to mutually agreed upon adjustments.
- 4.5 HML shall pay Contractor within 5 business days of receipt of Contractor's statements.

5. Compliance with Laws; Licenses and Insurance.

- 5.1 Contractor shall comply with applicable federal, state, and local laws and regulations, including those relating to labor, wage and hours, payment of taxes, maintenance of records, posting of notices, completion and retention of forms I-9 as required under the Immigration Reform and Control Act of 1986, and all other similar laws or regulations affecting employers.
- 5.2 Contractor certifies that it presently holds all valid licenses necessary to render the services herein provided for under all applicable federal, state, and local laws and regulations, including:

- a. U. S. Dept. of Labor Contractors License
- b. <u>California Dept. of Industrial Relations, Division Of</u>
 Labor Standards Enforcement, FLC No.
- c. <u>Arizona Department of Agriculture License No.</u>
- d. <u>Employment Dev. Dept. License</u>
- е.

At the beginning of the term of this Agreement, and upon the renewal date of any of the licenses set forth above, Contractor agrees to provide a copy of all applicable licenses to HML.

- 5.3 Contractor agrees to provide HML with Certificates of Insurance and copies of policy endorsements from insurance companies acceptable to HML evidencing the following coverage and minimum limits:
 - a. A commercial general liability policy (including blanket contractual liability) having a \$1,000,000 combined single limit for bodily injury and broad form property damage.
 - b. Comprehensive automobile liability with a minimum \$1,000,000 combined single limit for bodily injury and property damage, or if transporting workers, higher limits as required by law.
 - Statutory workers' compensation.

The Certificates of Insurance and policy endorsements for commercial general liability and automobile liability insurance shall be provided to:

Harvest Management, LLC

Salinas, CA 93902-0673 Attn: Insurance Coordinator

6. Contractor's Duties. Contractor will provide supervision for its employees so that all work will be performed in a good workmanlike manner

according to the reasonable quality standards specified by HML, and shall be responsible for developing, conducting and documenting the following training:

- 6.1 Food safety, and good agricultural practices training based on the United States Food and Drug Administration Guide to Minimize Microbial Contamination in Fresh Fruit and Vegetables, as amended from time to time. Contractor shall have its food safety programs audited yearly by a third party auditor acceptable to HML, and shall forward the results of the audit within 10 days of receipt.
- 6.2 Industrial safety programs required by federal, state and local laws.
- 7. Relation of the Parties. Each Party is an independent employer, solely responsible for the control, supervision, and direction of its own employees. Each Party shall have the sole authority to hire, fire, supervise and direct the work of its personnel, and to establish the terms and conditions of their employment. Each party shall be responsible for, and shall pay, any and all wages, benefits, bonuses, incentives, payroll taxes, mandatory governmental benefits, premiums for worker's compensation coverage, and all other like requirements affecting employers for its own employees. Neither Party shall have the right to exercise any authority, control, supervision, direction or any responsibility over the employees of the other Party.
- 8. <u>Indemnification</u>. Contractor agrees to indemnify and save harmless HML from any and all claims, proceedings, hearings, administrative claims, demands, expenses and liabilities which HML may incur arising out of the acts or omissions of Contractor under this Agreement, or arising from the acts and omissions of its employees or agents. However, to the extent a claim is covered by valid and collectable commercial general liability or commercial automobile liability insurance held by HML, Contractor shall be relieved of its indemnification obligation.
- 9. <u>No Solicitation</u>. For the term of this Agreement, HML agrees not to solicit, recruit or hire any of the Contractor's employees or supervisors who work on HML's operations hereunder, without Contractor's prior permission.
- 10. <u>Books and Records</u>. During the term of this Agreement, Contractor shall keep accurate books of account and records covering all transactions relating to this Agreement at Contractor's principal place of business for not less than two years after the expiration, or earlier termination, of this Agreement and shall allow HML and its representative to audit such books of account and records, and to make copies at HML's expense.

- 11. <u>Notification of Labor Activity</u>. Contractor agrees to notify HML of any labor activity, including, but not limited to organizing activities in Contractor's work force.
- 12. Attornevs Fees. If either party brings legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.
- 13. <u>Time of the Essence</u>. Time is expressly declared to be of the essence for this Agreement.
- 14. Entire Agreement. This document reflects the entire agreement between the parties with respect to the matters contained herein, there being no other agreements, verbal or written, affecting the terms and conditions set forth herein, unless such shall be executed in writing by the parties hereto on or after the date of execution of this Agreement.

By:
Vice President

The Growers Company, Inc.

By: President

Attachment 1

| <u>Position</u> | Rate | | <u>Medical</u> | <u>Vehicle</u> | Per Diem |
|------------------------|-------------|----|----------------|----------------|----------|
| Supervisor | | | Yes | Yes | Yes |
| Crew Foreman | | | Yes | No | Yes |
| Field Harvest Labor | | 10 | No | No | No |
| Machine Operato | г | | No | No | No |
| Tractor Driver | 9 | | No | No | No |
| Nurse Truck Driver | \$ | | Yes | No | No |
| Truck Driver | C 1 P | ති | Yes | No | No |
| Loaders | \$ | | No | No | No |

Administrative and Maintenance Services Agreement

This Administrative and Maintenance Services Agreement is effective the 1st day of September, 2000, by and between Harvest Management, LLC, ("HML") and The Growers Company, Inc. ("Contractor").

Recitals.

- A. HML is engaged in managing harvesting operations.
- B. Contractor is a labor contractor providing contract labor, transportation, and qualified equipment operators for harvesting operations.
- C. HML wishes to engage the services of Contractor to supply administrative and maintenance services in accordance with the terms and conditions set forth below.

Now therefore, the parties agree as follows:

1. <u>Term.</u> HML engages Contractor as an independent contractor to provide administrative and maintenance services from the date set forth above through December 31, 2005, unless earlier terminated by the parties as provided in this Agreement. Contractor acknowledges that from time to time, HML may retain others to perform these tasks who are not subject to this Agreement.

2. Services.

- 2.1 Administrative: Contractor agrees to provide bookkeeping, accounting, and payroll services as requested by HML from time to time.
- 2.2 Maintenance: Contractor agrees to provide all labor, tools, and equipment necessary to repair, maintain, and inspect the vehicles and equipment identified in Attachment 1, as amended from time to time, in compliance with all applicable rules and regulations, including but not limited to those established by the Arizona Department of Transportation and the California Public Utilities Commission, and including any rules and regulations regarding licensing.

3. <u>Termination</u>.

- 3.1 This Agreement shall terminate on December 31, 2005.
- 3.2 Either party may terminate this Agreement before it expires on thirty (30) days written notice to the other party.

- 3.3 This Agreement shall terminate immediately upon the occurrence of the following:
 - a. The inability of Contractor to fulfill HML's administrative and/or maintenance requirements.
 - Any material breach of this Agreement.
 - c. If either party files, in any court, a petition in bankruptcy or insolvency, or for a reorganization or for the appointment of a receiver of trustee of all or a substantial portion of that party's property, or if either party makes an assignment for, or petitions for, or enters into an arrangement for the benefit of creditors, or a petition in bankruptcy is filed which is not discharged within ninety (90) days.

4. <u>Compensation:</u>

- 4.1 Administrative Services: HML agrees to pay hourly rates for the administrative services provided, as set forth in Attachment 2 to this Agreement. HML further agrees to reimburse Contractor for medical insurance, use of a company vehicle, and per diem as set forth in Attachment 2.
- 4.2 Maintenance: HML agrees to pay Contractor a Monthly Facilities Fee as set forth in Attachment 3, and the hourly rates set forth in that Attachment. HML further agrees to reimburse Contractor for medical insurance, use of a company vehicle, and per diem as set forth in Attachment 3, and all costs and expenditures related to the licensing, maintenance, and operation of the vehicles or equipment.
- 4.3 Commission: The parties agree that thirty one percent (31%) shall be added to hourly rates from the first date of this agreement through August 31, 2003. Thereafter the added amount shall be thirty two and one half percent (32.5%). This amount may be changed from time to time by agreement of the parties. However, the commission shall not apply to amounts paid for medical insurance, use of a company vehicle, per diem, and costs and expenditures related to licensing, maintaining, inspecting, and operating the vehicles or equipment, which shall be billed at cost.

- 4.4 HML acknowledges that the specified labor rates in Attachments 2 and 3 are subject to mutually agreed upon adjustments.
- 4.5 HML shall pay Contractor within 5 business days of receipt of Contractor's statements.

5. Compliance with Laws; Licenses and Insurance.

- 5.1 Contractor shall comply with applicable federal, state, and local laws and regulations, including those relating to labor, wage and hours, payment of taxes, maintenance of records, posting of notices, completion and retention of forms I-9 as required under the Immigration Reform and Control Act of 1986, and all other similar laws or regulations affecting employers.
- 5.2 Contractor certifies that it presently holds all valid licenses necessary to render the services herein provided for under all applicable federal, state, and local laws and regulations, including:
 - a. United States Department of Labor FLC Certificate
 - b. <u>California FL(</u>
 - c. <u>Arizona Department of Agriculture License No.</u>
 - d. Employment Dev. Dept. Employer Account No.
 - e. <u>I.R.S. EIN No.</u>

At the beginning of the term of this Agreement, and upon the renewal date of any of the licenses set forth above, Contractor agrees to provide a copy of all applicable licenses to HML.

- 5.3 Contractor agrees to provide HML with Certificates of Insurance and copies of policy endorsements from insurance companies acceptable to HML evidencing the following coverage and minimum limits:
 - a. A commercial general liability policy (including blanket contractual liability) having a \$1,000,000 combined single limit for bodily injury and broad form property damage.

- b. Comprehensive automobile liability with a minimum \$1,000,000 combined single limit for bodily injury and property damage, or if transporting workers, a greater amount as required by law.
- c. Statutory workers' compensation.

The Certificates of Insurance and policy endorsements for commercial general liability and automobile liability insurance shall be sent to the following address:

Harvest Management, LLC
Salinas, CA 93902-0673
Attn: Incurence Casalinator

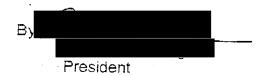
- 6. <u>Contractor' Duties.</u> Contractor will provide supervision for its employees so that all work will be performed in a safe, and good workmanlike manner according to the reasonable quality standards specified by HML, and shall be responsible for developing, conducting and documenting all programs and training required by federal, state and local laws.
- 7. Relation of the Parties. Each Party is an independent employer, solely responsible for the control, supervision, and direction of its own employees. Each Party shall have the sole authority to hire, fire, supervise and direct the work of its personnel, and to establish the terms and conditions of their employment. Each party shall be responsible for, and shall pay, any and all wages, benefits, bonuses, incentives, payroll taxes, mandatory governmental benefits, premiums for worker's compensation coverage, and all other like requirements affecting employers for its own employees. Neither Party shall have the right to exercise any authority, control, supervision, direction or any responsibility over the employees of the other Party.
- 8. <u>Indemnification</u>. Contractor agrees to indemnify and save harmless HML from any and all claims, proceedings, hearings, administrative claims, demands, expenses and liabilities which HML may incur arising out of the acts or omissions of Contractor under this Agreement, or arising from the acts and omissions of its employees or agents. However, to the extent a claim is covered by valid and collectable commercial general liability or commercial automobile liability insurance held by HML, Contractor shall be relieved of its indemnification obligation.
- 9. <u>No Solicitation</u>. For the term of this Agreement, HML agrees not to solicit, recruit or hire any of the Contractor's employees or supervisors who work on HML's operations hereunder, without Contractor's prior permission.

- 10. Books and Records. During the term of this Agreement, Contractor shall keep accurate books of account and records covering all transactions relating to this Agreement at Contractor's principal place of business for not less than two years after the expiration, or earlier termination, of this Agreement and shall allow HML and its representative to audit such books of account and records, and to make copies at HML's expense.
- 11. <u>Notification of Labor Activity</u>. Contractor agrees to notify HML of any labor activity, including, but not limited to organizing activities in Contractor's work force.
- 12. Attorneys Fees. If either party brings legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.
- 13. <u>Time of the Essence</u>. Time is expressly declared to be of the essence for this Agreement.
- 14. Entire Agreement. This document reflects the entire agreement between the parties with respect to the matters contained herein, there being no other agreements, verbal or written, affecting the terms and conditions set forth herein, unless such shall be executed in writing by the parties hereto on or after the date of execution of this Agreement.

Harvest Management, LLC

By: Vice President

The Growers Company, Inc.



HARVEST MANAGEMENT L.L.C. P. C. Box 698 Somerton, AZ 85350-0598

| Equipment List | | | | | | | |
|------------------|--------------------------------|----------------------------------------------|--------------------|----------------|----------------------------|--|--|
| H.M. Equip No | Classification | Description | Serial Number | Prote No | . Crop / Division / Driver | | |
| FD401 | HARVEST EQUIP. | FIELD DOLLY | 7 | | CAULIFLOWER | | |
| FD402 | HARVEST EQUIP. | FIELD DOLLY | • | | CAULIFLOWER | | |
| FD403 | HARVEST EQUIP. | FIELD DOLLY | • | | | | |
| FD404 | HARVEST EQUIP. | FIELD DOLLY | | | LETTUCE FLAT PACK | | |
| FD405 | HARVEST EQUIP. | FIELD DOLLY | 4 | | LETTUCE FLAT PACK | | |
| FD408 | HARVEST EQUIP. | FIELD DOLLY | * | | ROMAINE FLAT PACK | | |
| FD407 | HARVEST EQUIP. | FIELD DOLLY | 3 | | LETTUCE FLAT PACK | | |
| HC110 | HARVEST EQUIP. | _ | 1 | | MIX FLAT PACK | | |
| H0111 | HARVEST EQUIP. | CAULIFLOWER MACH | 31 | | CAULIFLOWER | | |
| HC112 | HARVEST EQUIP. | CAULIFLOWER MACH. | 2 | | CAULIFLOWER | | |
| HL120 | HARVEST EQUIP. | CAULIFLOWER MACH. LETTUCE NKD PLTZD MACH. | 31 | | CAULIFLOWER | | |
| HL122 | HARVEST EQUIP. | | 33 | | NAKED PALLETIZED | | |
| HL123 | | LETTUCE WRAP MACH | 22 | | LETTUCE WRAP | | |
| | HARVEST EQUIP, | LETTUCE NKD PLTZD MACH. | 29 | | NAKED PALLETIZED | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH, | 10 | | LETTUCE WRAP | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH, | 71 | | LETTUCE WRAP | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH, | 1 <u>1</u> | | LETTUCE WRAP | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH. | 1 | | LETTUCE WRAP | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH, | 1 | | LETTUCE WRAP | | |
| | HARVEST EQUIP. | LETTUCE WRAP MACH. | 4 | | LETTUCE WRAP | | |
| HL130 | HARVEST EQUIP. | LETTUCE WRAP MACH. | 1 | | LETTUCE WRAP | | |
| | HARVEST EQUIP, | LETTUCE WRAP MACH. | 1. | | LETTUCE WRAP | | |
| 1R101 | HARVEST EQUIP. | ROMAINE HRT, MACHINE | 3 | | ROMAINE HEARTS | | |
| 1R102 | HARVEST EQUIP. | ROMAINE HRT, MACHINE | 3 2 3 | | ROMAINE HEARTS | | |
| 1R103 | HARVEST EQUIP. | ROMAINE HRT, MACHINE | 7 | | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | ROMAINE HRT, MACHINE | 34 | | | | |
| IR105 | HARVEST EQUIP. | ROMAINE HRT, MACHINE | 3. | | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | ROMAINE HRT. MACHINE | S | | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | ROMAINE HRT, MACHINE | | | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | ROMAINE HRT. MACHINE | 3112 | | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | CAULIFLOWER WATER TRL | | 40.0 | ROMAINE HEARTS | | |
| | HARVEST EQUIP. | | | | CAULIFLOWER | | |
| | HAULING EQUIP. | ROMAINE EQUIP. TRL. | | 1 TRATE . | ROMAINE HEARTS | | |
| | | 1992 F-476 FORD TRK | ? | | ROMAINE HEARTS | | |
| | HAULING EQUIP. | 1957 FABCO TRK | | 24 | MIX FLAT PACK | | |
| | HAULING EQUIP. | 1958 FABCO TRK | | 5 5 | ROMAINE FLAT PACK | | |
| | HAULING EQUIP. | 1995 F-800 FORD TRK | | | LETTUCE WRAP | | |
| | HAULING EQUIP, | 1992 F-476 FORD TRK | | , | CAULIFLOWER | | |
| | HAULING EQUIP. | 1969 FABOO TRK | | , | LETTUCE FLAT PACK | | |
| 4 | HAULING EQUIP. | 1985 F-800 FORD TRK | | · | LETTUCE WRAP | | |
| | HAULING EQUIP. | 1962 FABOO TRK | | , | LETTUCE FLAT PACK | | |
| | łauling Equip, | 1997 INTERNATIONAL | | 1 | ROMAINE HEARTS | | |
| | HAULING EQUIP. | 1991 FORD LN9000 TRK | | ŧ | · | | |
| | lauling Equip, | 1991 FORD LN9000 TRK | | A STATES | ROMAINE FLAT PACK | | |
| | HAULING EQUIP. | 1889 FORD LNBOOD TRK | | A E | MIX FLAT PACK | | |
| | AULING EQUIP. | 1995 FORD LA9000 TRK | | A 7 | CAULIFLOWER | | |
| | lauung Equip. | 1989 FORD LASON TRK. | TPUTS85VVXKVAD4325 | A 8 A 9 | LETTUCE FLAT PACK | | |
| K414 F | MULING EQUIP. | 1990 FORD LN9000 TRK | 1 | A B | LETTUCE FLAT PACK | | |
| | IAULING EQUIP. | CAULIFLOWER LOWBOY TRL. | 9 | | CAULIFLOWER | | |
| | AULING EQUIP. | 1998 TRAILMASTER LOWBOY | 1 | L£ | LETT/ROMAINE/MIX | | |
| | AULING EQUIP. | 1992 DENAIR LOWBOY TRAILER | 1 | de la lace | THE PART OF THE PARTY | | |
| | AULING EQUIP. | 1986 DENAIR TRL- SEMI | . 1 | | CALUELONGER | | |
| | AULING EQUIP. | 1996 DENAIR TRL. PULL | , | 45 L7 L7 | CAULIFLOWER | | |
| | AULING EQUIP. | 1984 SPECIAL CONST. TRL SEMI | | L/ | CAULIFLOWER | | |
| | AULING EQUIP, | | | L7 | CAULIFLOWER | | |
| | AULING EQUIP. | 1984 SPECIAL CONST. TRL PULL | C C | L7 | CAULIFLOWER | | |
| (450 ft | AULING EQUIP. AULING EQUIP. | 1995 DENAIR TRL. BEMI | 1. | L7 | CAULIFLOWER | | |
| | | 1993 DENAIR TRL. PULL | 11 | L7 | CAULIFLOWER | | |
| | AULING EQUIP, | 1890 VALLEY FAB, TRL- SEMI | 1) | L7 | MIX FLAT PACK | | |
| | AULING EQUIP. | 1990 VALLEY FAB. TRL. PULL | 11 | L7 | MDX FLAT PACK | | |
| | AULING EQUIP. | 1990 VALLEY FAB. TRL - SEMI | 7) | L7 | ROMAINE FLAT PACK | | |
| | AULING EQUIP. | 1990 VALLEY FAB. TRL PULL | 1) | L7: | ROMAINE FLAT PACK | | |

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HARVEST MANAGEMENT L.L.C. P. O. Box 598 Somerton, AZ 55360-0598

| Equipment List | | | | | | | |
|----------------|-----------------|-----------------------------|----------------------|------------------|-------------------------------------|--|--|
| H.M. | . Cierofication | Description | Serial Number | Plate No. | Com / Dream / Dr | | |
| | | | And Mail Land Pode | FIRE IVO. | Crop / Division / Driver | | |
| TR481 | HAULING EQUIP. | 1990 VALLEY FAB. TRL - SEMI | | | I formation to the management | | |
| TR462 | HAULING EQUIP. | 1890 VALLEY FAB. TRL PULL | 2 | | LETTUCE FLAT PACK | | |
| TR463 | HAULING EQUIP, | 1992 DENAIR TRL SEMI | , | | ROMAINE FLAT PACK | | |
| TR464 | HAULING EQUIP. | 1982 DENAIR TRL PULL | 22 19 | | ROMAINE FLAT PACK LETTUCE FLAT PACK | | |
| TR465 | HAULING EQUIP. | 1992 DENAIR TRL - SEMI | 2 | | MIX FLAT PACK | | |
| TR466 | HAULING EQUIP. | 1992 DENAIR TRL PULL | 19 14 | • | MDX FLAT PACK | | |
| TR487 | HAULING EQUIP. | 1998 DENAIR TRL-SEMI | 53 | | LETTUCE FLAT PACK | | |
| TR488 | HAULING EQUIP. | 1998 DENAIR TRL PULL | 55 | | LETTUGE FLAT PACK | | |
| TR489 | HAULING EQUIP. | 2000 DENAIR TRL- SEMI | | | LETTUCE FLAT PACK | | |
| TR470 | HAULING EQUIP. | 2000 DENAIR TRL-PULL | 9 | | LETTUCE FLAT PACK | | |
| TR471 | Hauling Equip. | 1992 DENAIR TRL. SEMI | 5 | 200 | LETTUCE FLAT PACK | | |
| TR472 | HAULING EQUIP. | 1992 DENAIR TRL PULL | Ŏ. | 28 r 9 0 0 N & 2 | LETTUCE PLAT PACK | | |
| TR473 | HAULING EQUIP, | 1992 DENAIR TRL - SEMI | 6 | 7 | LETTUCE PLAT PACK | | |
| TR474 | Hauling Equip, | 1992 DENAIR TRL PULL | 3 | à | LETTUGE FLAT PACK | | |
| TR475 | HAULING EQUIP. | 1882 DENAIR TRL- SEMI | 7 | Ğ | MIX FLAT PACK | | |
| TR476 | HAULING EQUIP. | 1882 DENAIR TRL-PULL | 2 | O. | MIX FLAT PACK | | |
| 7601 | TRUCKS & AUTO | 1999 F-150 FORD TRK | í | 2 | MATIAS MARTINEZ | | |
| TB02 | TRUCKS & AUTO | 1889 F-150 FORD TRK | 2 | 6 | JOSE PULIDO | | |
| 1603 | TRUCKS & AUTO | 1999 CHEV. TAHOE | 5 | , v | SPARE | | |
| T604 | TRUCKS & AUTO | 2001 F-150 FORD TRK. | | 7. | LUIS DAVILA | | |
| T BO 5 | TRUCKS & AUTO | 2001 F-150 FORD TRK | | 7. | BRANDON HARRELD | | |
| TEDE | TRUCKS & AUTO | 2001 F-150 FORD TRK | | 7 | ANGEL LOPEZ | | |
| T 60 7 | TRUCKS & AUTO | 2001 F-150 FORD TRK. | 8 | 5K127 | JUAN GARCIA | | |
| TBOS | TRUCKS & AUTO | 1997 F-477 FORD SVC. TRK | 5 | , | SANTIAGO GARCIA | | |
| TEXTE | TRUCKS & AUTO | 2002 FORD EXPEDITION | | 4 | RAFAEL QUINTERO | | |
| TB10 | TRUCKS & AUTO | 1886 F-477 FORD SVC. TRK. | | <i>#</i> | ANTONIO DOMINGUEZ | | |
| T611 | TRUCKS & AUTO | 2002 F450 FORD SVC. TRK | | | DONICIO MEDINA | | |
| | TRUCKS & AUTO | 2002 CHEV SILVERADO | | | ERNIE DAVILA | | |
| TB13 | TRUCKS & AUTO | 2003 CHEV 3500 SVC TRK | 2GEJC34U73E162511 | | OSCAR ESQUER | | |

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Attachment 2

(Administrative Labor)

| Position | Rate (Actual Hours Only) | Medical | Vehicle | Per Diem |
|-----------------------|-----------------------------|---------|-----------|-------------|
| Office/Clerical | | Yes | No | No |
| Safety Coordinator | 9 | Yes (½) | Yes (1/2) | (g (|

Attachment 3

(Maintenance)

| 1. Base | Payment: | onth (for facilities) | | | |
|-------------------------|-----------------------------|-----------------------|-----------|------------------|--|
| 2. Labor. | | | | | |
| Position | Rate (Actual Hours Only) | Medical | Vehicle | Per Diem | |
| Mechanic | r. | Yes | No C | out of town only | |
| Shop Manager | \$ | Yes (½) | Yes (1/2) | No | |
| Shop Labor | | No | No | No | |
| Truck Driver Foreman | C \$ | Yes (½) | Yes (½) | (Out or town | |