

CPC International Inc.  
P.O. Box 8000, International Plaza  
Englewood Cliffs, NJ 07632



Legal Department

September 14, 1989

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Emeryville Industrial Court  
c/o Banker and Marks  
44 Montgomery Street  
Suite 1500  
San Francisco, CA 94104

Re: S. B. Thomas Lease  
5805 Hollis Street, Emeryville, CA

Gentlemen:

Please be advised that we have no further plans to utilize the underground tank installed by S. B. Thomas at the above-referenced location. Therefore, before the end of 1989 we plan to test for leakage, evacuate, clean and remove the underground tank, refill excavation and repave, pursuant to Addendum 1 of our Lease Agreement.

All work will be conducted in accordance with local, state and federal laws and regulations, where applicable.

If you have any questions regarding this notification, please contact Mr. Charles Kolber, Manager of Corporate Engineering for S. B. Thomas, 930 N. Riverview Drive, Totowa, NJ 07512 who is responsible for the project. You may reach him at (201) 256-8200 or me at (201) 894-2917.

Sincerely,

A handwritten signature in cursive script that reads 'Genevieve Krumm'.

Genevieve Krumm  
Real Estate Administrator

c.c. C. Kolber  
D. Rogers  
T. Roache  
I. Wahle

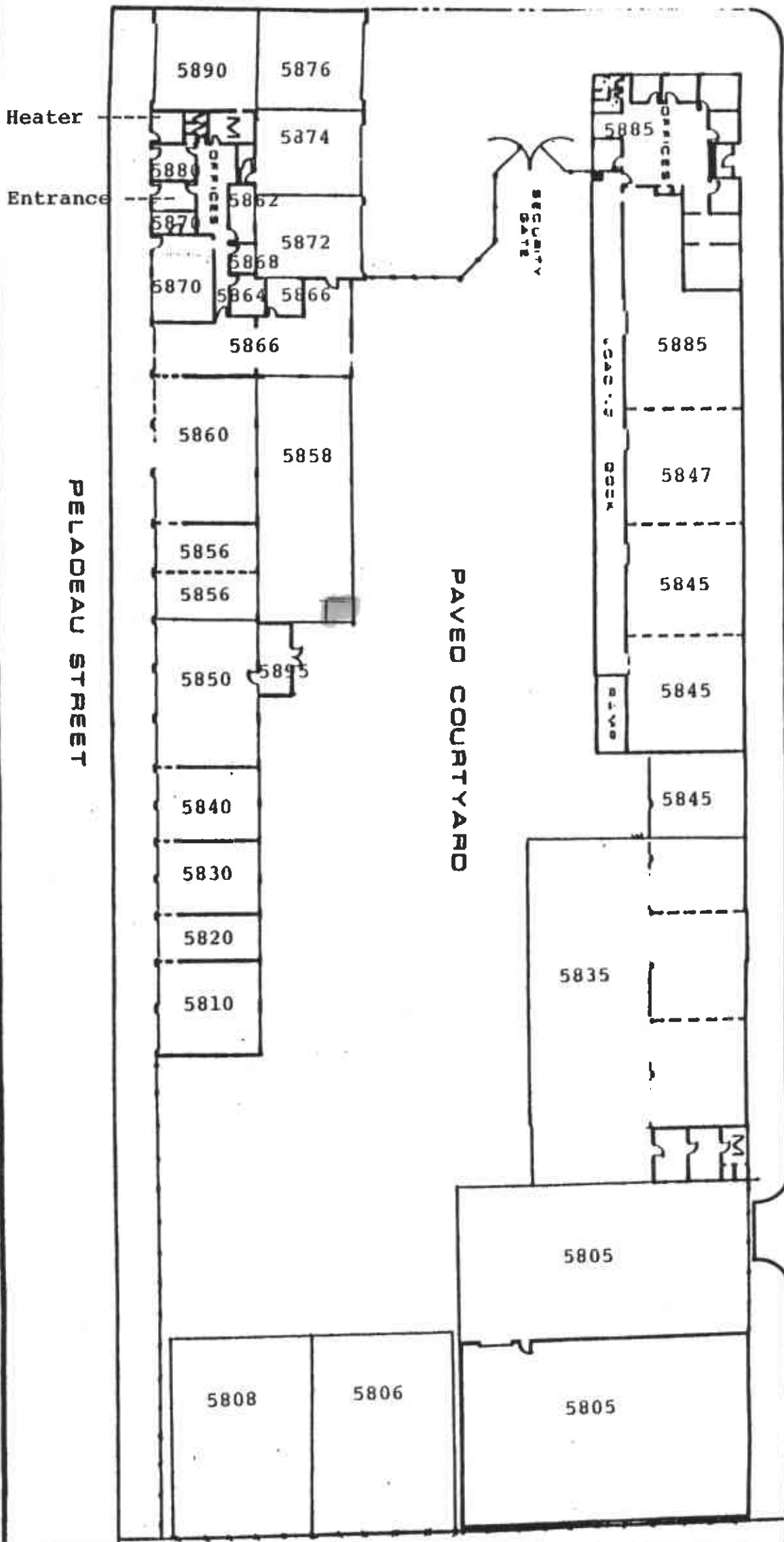
A handwritten note in cursive script that reads 'Mr. Lease file'.

EXHIBIT A-2



59TH STREET

EMERVILLE INDUSTRIAL COURT



Heater

Entrance

SECURITY GATE

LOADING DOCK

BAY

PELADEAU STREET

PAVED COURTYARD

HOLLIS STREET



ARTICLE 1. FUNDAMENTAL LEASE PROVISIONS

For and in consideration of the rental and of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the terms, at the Rent and subject to and upon all of the terms, covenants, and agreements hereinafter set forth.

This Lease is made and entered into by Landlord and Tenant this \_\_\_\_\_ day of June, 1980.

Landlord: Emeryville Industrial Court  
S.B. Thomas, Inc., a subsidiary of  
 Tenant: C.P.C. International

Premises: A portion of Emeryville Industrial Court located at Emeryville, California (the "Project"), consisting of approximately 5,760 square feet of floor area in the Building of which the Premises are a part (the "Building"), as outlined in red on Exhibit A and commonly known as 5805 Hollis St., As-Is. (Article 2).

Lease Term: Three (3) years commencing July 1, 1980 and ending on June 30, 1983. (Article 3).

Rent-Monthly: Fifteen hundred dollars. (\$ 1,500.00 ). (Article 4).

Prepaid Rent: Fifteen hundred dollars. (\$ 1,500.00 ) for the month(s) of July, 1980. (Article 4).

Security Deposit: Fifteen hundred dollars. (\$ 1,500.00 ). (Article 5).

Tenant's Pro Rata Share of Real Property Taxes and Common Area Expenses: Seventeen percent. ( 17% %) (Article 6.1,8).

Use: Storage and distribution of food products and activities related thereto. (Article 7).

Parking: \_\_\_\_\_ (Article 8).

Addresses for Notices: \_\_\_\_\_ (Article 20.20).

Landlord: Emeryville Industrial Court  
c/o Breuner Property Management Company, Inc.  
2900 San Pablo Avenue  
Berkeley, California 94702  
Telephone: (415) 843-2224

Tenant: to the Premises and S.B. Thomas, Inc., 500 South Placentia, Placentia, CA 92670 (714/996-7910)

PROMPT HASSLE-FREE PAYMENT OF RENT AND OTHER CHARGES IS ABSOLUTELY ESSENTIAL TO GOOD LANDLORD-TENANT RELATIONS. Landlord will insist upon it and without limiting its remedies may require payment of late charges in the event of delay. Landlord's remedies in the event of Tenant's breach of the Lease are set forth in Article 19 and elsewhere in this Lease; the remedies include, without limitation, Lease cancellation, late charges, legal fees, cost, and interest and/or continuing liability for non-performance. This Lease should be examined carefully in view of the remedies as Landlord intends to require full performance by Tenant of each provision of the Lease.

References in this Article 1 to the other Articles are for convenience and designate other Articles where references to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and the balance of the Lease, the latter shall control.

THE FOREGOING FUNDAMENTAL LEASE PROVISIONS ARE HEREBY APPROVED.

LANDLORD: Emeryville Industrial Court

TENANT: S.B. Thomas, Inc., a subsidiary of C.P.C. International

BREUNER PROPERTY MANAGEMENT CO, INC. (Agent)

By Wallace E. Breuner  
 Wallace E. Breuner, Vice-President

By Walter S. Adams

(AFFIX CORPORATE SEAL HERE)

(AFFIX CORPORATE SEAL HERE)

ADDENDUM ATTACHED TO AND MADE A PART OF  
BREUNER PROPERTY MANAGEMENT COMPANY, INC.  
INDUSTRIAL LEASE

PROPERTY: 5805 HOLLIS STREET, EMERYVILLE, CALIFORNIA

This Addendum is attached to and made a part of that certain printed lease, dated June \_\_, 1980, between Emeryville Industrial Court, as Landlord, and S.B. Thomas, Inc., a subsidiary of C.P.C. International, as Tenant, and shall supercede any inconsistent provisions in the printed lease.

1. Premises. Premises shall include all the grounds, truckwell, loading and parking areas outlined in red on Exhibit A attached hereto, and Tenant shall have exclusive use and possession of the Premises and every part thereof.
2. Real Property Taxes. Tenant at its sole cost and expense shall have the right to employ and exhaust all available remedies to protest and contest the amount of any liability for real property taxes and assessments against the Premises, or otherwise to seek a reduction or refund of the same from the appropriate governmental authority, and Landlord shall cooperate with Tenant, and, if necessary, participate in any such proceedings. Tenant shall post a bond or otherwise indemnify Landlord against any loss or damage resulting therefrom and, if necessary, to prevent a sale or other loss or damage to Landlord, shall pay such tax or assessment under protest or take such other steps as may be necessary to prevent any such sale or loss or damage to Landlord in connection therewith.
3. In-Ground Gasoline Tank. Tenant shall have the right to install, maintain and use on the Premises an in-ground gasoline tank and related dispenser and allied apparatus (collectively, the "Fuel Tank") with the capacity not to exceed 5,000 U.S. gallons, subject to the following terms and conditions:
  - (a) Tenant shall obtain all necessary permits and licenses for the installation, maintenance and use of the Fuel Tank, and shall comply with all governmental rules and regulations in connection therewith.
  - (b) Tenant shall install, maintain and use the Fuel Tank at its sole cost and expense and shall indemnify and hold Landlord harmless from any loss, costs or damage in connection therewith.
  - (c) Tenant shall maintain the Fuel Tank for the exclusive use of Tenant and its assignees and sublessees of the Premises.

(d) Upon the expiration or sooner termination of the Lease, Tenant shall have the right to remove the Fuel Tank, or any part thereof, including the dispenser and all above-ground apparatus, provided Tenant restores the Premises to their condition immediately preceding installation of the Fuel Tank.

(e) Subject to the provisions of subparagraph (d) above, at the option of Landlord, upon the expiration or sooner termination of the Lease, Tenant shall fill the Fuel Tank with sand or other suitable material.

~~Notwithstanding any provision in this Lease to the contrary, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice in the event it is unable for any reason to install the Fuel Tank or in the event that after installation Tenant is prohibited from using the Fuel Tank because of governmental rules and regulations.~~

LANDLORD: Emeryville Industrial Court

TENANT: S.B. Thomas, Inc., a subsidiary of C.P.C. International

By: BREUNER PROPERTY MANAGEMENT COMPANY, INC., Agent

By Wallace E. Breuner by Wallace E. Breuner  
Wallace E. Breuner, Vice-President

By \_\_\_\_\_