

EXHIBIT C

SUBLEASE AGREEMENT

This Sublease Agreement is made and entered into as of the 12 day of November, 1992, by and between Fleming Companies, Inc., an Oklahoma corporation, 6301 Waterford Boulevard, P. O. Box 26647, Oklahoma City, Oklahoma 73126 (the "Landlord"), and Golden Grain, Inc., a California corporation, 321 North Clark Street, Chicago, Illinois 60610 (the "Tenant") with reference to the following:

(i) Pursuant to a certain lease dated as of October 15, 1985, by and between The Benenson Capital Company and The Larob Capital Company, each a New York general partnership (collectively, the "Owners"), as landlords, and Landlord, as tenant, as heretofore amended (the "Lease"), the Owners leased certain real property described therein and the improvements thereon to Landlord. A true and correct copy of the Lease is attached hereto as Exhibit A.

(ii) Landlord desires to sublease the premises covered by the Lease to Tenant, and Tenant desires to sublease the premises covered by the Lease from Landlord, in accordance with the terms, conditions and provisions set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the meanings set forth in the Lease. When used herein the following terms shall have the following definitions:

1.1 Building. The single story office building covered by the Lease, as more particularly described in the Lease.

1.2 Completion Date. The earlier of (i) January 29, 1993 or (ii) the date of substantial completion of the Required Improvements described in paragraph 6 below. For purposes hereof substantial completion shall occur when (i) all of the Required Improvements are completed, subject only to completion of "punch list" items, and (ii) a certificate of occupancy is issued by the City of Pleasanton, California.

1.3 Event of Default. When used with reference to this Sublease, such term is defined in paragraph 26 hereof.

1.4 Landlord. Fleming Companies, Inc., an Oklahoma corporation, and its successors and assigns as lessee under the Lease.

1.5 Lease. The Lease dated as of October 15, 1985, between the Owners, as landlords, and Landlord, as tenant, as amended by a First Amendment to Lease dated April 15, 1987, and as the same may hereafter be amended. A true and correct copy of the Lease is attached as Exhibit A.

1.6 Leased Premises. The real property described on Exhibit A, all improvements thereon, all mechanical systems and other fixtures included in such improvements (including but not limited to the Honeywell security system, Halon system, Computer UPS equipment, computer room flooring) and all fire extinguishers presently located therein.

1.7 Market Rent. The fair market rental value for the Leased Premises as determined in the manner described in paragraph 4.1 hereof. For purposes hereof "fair rental value" shall be the total effective rent being paid by office tenants occupying 15,000 square feet or more of space in comparable single story office buildings in the Pleasanton area. The total effective rent, as such term is used in the second sentence of this paragraph, shall include base rental, cost of living or other periodic adjustments, operating expense, utility, tax, and other costs and all other charges then being imposed on tenants in connection with the leasing of such comparable space. In determining such amounts there shall be taken into consideration the prospective use and location of the relevant space, the term hereof, the method or methods of computing operating expense and other cost adjustments then commonly being used in comparable buildings, Landlord's services then commonly being provided in the comparable buildings, the age of comparable buildings, and all other aspects of leasing transactions then commonly in use in the comparable buildings. As to costs then being passed on to tenants only to the extent such costs exceed a base amount, the total effective rent shall include a specification of the appropriate base by which the Tenant's share of such items will be computed. Such analysis shall consider comparable leases consummated within the 12-month period preceding the determination being made, but in the absence of recent comparable leases, the determination of fair rental value shall be based on current quotations for such comparable space, based on realistic economic expectations.

1.8 Owners. The Benenson Capital Company and The Larob Capital Company, each a New York general partnership, and their successors and assigns as owner or owners of the Leased Premises and as landlords under the Lease.

1.9 Sublease. This Sublease Agreement, as the same may be modified and amended.

1.10 Sublease Term. The term of this Sublease, as set forth in paragraph 3 hereto.

1.11 Sublease Rent. All rent and other amounts payable by Tenant to Landlord hereunder.

1.12 Tenant. Golden Grain, Inc., a California corporation, and its successors and assigns as lessee under this Sublease.

2. Sublease. Landlord hereby subleases the Leased Premises to Tenant, and Tenant hereby subleases the Leased Premises from Landlord.

3. Term.

3.1 Initial Term. The initial term of this Sublease shall commence on the later of (i) November 1, 1992 or (ii) the date this Sublease is fully executed and shall end sixty calendar months after the Completion Date.

3.2 Renewals. Tenant shall have the option to renew the Sublease Term for two successive terms. The first such renewal term shall be for a term of four years commencing upon the expiration of the initial term and the second renewal term shall commence on the expiration of the first renewal term and run for a period of four years or, if earlier, October 31, 2005. As to each such option, Tenant may exercise the same only if (i) Tenant is not in material default hereunder at the time it exercises any such option or the time such option term commences, and (ii) Tenant gives Landlord notice of the exercise of such option not later than nine months prior to the date the Sublease Term would otherwise expire. Tenant's occupancy during each renewal term shall be on all the terms and conditions hereof except the Sublease Rent will be subject to change as provided in paragraph 4.1.

4. Rent.

4.1 Amount of Rent. Except as provided below, no rent shall be payable by Tenant prior to the Completion Date. Tenant shall pay only for utilities from the commencement of the term hereof until the Completion Date. Thereafter, during the balance of the initial term described in paragraph 3.1, Tenant agrees to pay to Landlord, as rent for the use of the Leased Premises, the sum of \$32,400.00 consisting of \$18,000.00 as rent and \$14,400.00 as items other than rent (such as real estate taxes and other Impositions, insurance and maintenance), for each month during the initial term of this Sublease. The amount specified above as allocable to items other than rent represents the parties' estimates of such amounts and shall in no way affect the reimbursements to be made pursuant to paragraphs 8 and 9 hereof, which will be based on actual costs incurred by Landlord as described therein. The rent payable by Tenant during each

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renewal term shall equal the Market Rent for the Leased Premises as of the commencement of such renewal term. Promptly following Tenant's notice to Landlord exercising a renewal option the Landlord and Tenant shall seek to agree on the Market Rent. If Landlord and Tenant are unable to reach agreement within 60 days of such notice each shall, within 20 days of the end of such 60 day period, appoint an arbitrator. The two arbitrators shall, within 30 days of the appointment of the last such arbitrator, seek to agree on the Market Rent and notify the parties of their determination. If they are unable to reach agreement within such 30 day period, they shall collectively name a third arbitrator within such period who shall, within 20 days of his or her appointment select that Market Rent proposed by the two arbitrators initially chosen which most closely approximates his or her determination of the Market Rent and so advise the parties. The Market Rent so identified shall be the Market Rent used for purposes of determining the Sublease Rent payable hereunder during that renewal term. Any arbitrator selected hereunder shall be a real estate broker or salesperson and have not less than five years experience in commercial office leasing in the area in which the Leased Premises are located.

4.2 Payment of Rent. Installments of Sublease Rent described in paragraph 4.1 shall be due on or before the fifth day of each calendar month. All sums which are not paid on the date the same is due and payable shall accrue interest at the lesser of (i) a per annum rate of interest 2% in excess of the "prime" rate of interest quoted by Citibank, N.A., being the rate charged on short term unsecured loans to creditworthy customers, or (ii) the maximum rate permitted by law, from the date such payment was due until paid. The accrual of interest shall not prejudice any other remedies which may be available to Landlord hereunder or under law.

4.3 Proration. In the event the Completion Date occurs on a day other than the first day of a calendar month, the Sublease Rent payable hereunder for the month in which the same occurs shall be prorated and shall be paid on the Completion Date. In the event this Sublease ends on a date other than the last day of a month, rent payable hereunder for the period ending with such date shall be prorated through the last day of the Sublease Term. Other amounts payable hereunder (including amounts payable by Tenant under paragraphs 8 and 9) shall be prorated through the end of the Sublease Term.

5. Lease.

5.1 Relationship of the Lease and Sublease. This Sublease and Tenant's occupancy of the Leased Premises shall be subject to all the terms, conditions, and provisions of the Lease and this Sublease Agreement shall automatically terminate upon any termination of the Lease. Unless specifically assumed

by Tenant herein, Tenant shall have no responsibility to perform any affirmative obligation of Landlord under or pursuant to the Lease. Landlord and Tenant each agree that they will not take any action or fail to take any action which may constitute a Default under the Lease. Landlord agrees that it will not consent to any termination of the Lease. The foregoing shall not restrict, however, Landlord's right to terminate the Lease or cause a termination of the Lease to the extent it has the right to do so under the circumstances set forth in paragraphs 19.2 or 21.2 therein.

5.2 Consents. Any action which, under the Lease, may be undertaken only with the consent or approval of the Owners may be undertaken by Tenant only with the prior written consent of Landlord, in addition to the required consent or approval of the Owners.

5.3 Lease Amendment. After the date of this Sublease, Landlord shall not agree to any amendment of the Lease unless Tenant consents to such amendment.

5.4 Declaration. This Sublease is expressly subject to the Declaration and the Grant Deed and Rider described in paragraph 47 of the Lease. Tenant will take no action in violation of the Declaration and Grant and Deed and Rider and hereby assumes all Landlord's obligations under such agreements and acknowledges it is subject to the enforcement provisions thereof. These provisions are an integral part of this Sublease.

5.5 Purchase Option. In accordance with paragraph 51 of the Lease, the Landlord has the option to purchase the Leased Premises (the "Base Option") at certain times. The parties intend that the Tenant shall have the right to avail itself of the benefits of the Base Option on the terms set forth in the Lease, but free of any cost, expense or liability to the Landlord. Accordingly, the parties agree as follows:

5.5.1 Option. Landlord hereby grants to the Tenant an option (the "Option") to purchase the Leased Premises on the terms set forth herein. The Option may be exercised by the Tenant only if (i) Tenant is not in default in the performance of any of its obligations hereunder, (ii) the sublease Term extends to the Closing Date, as that term is defined in the Lease, and (iii) either (a) Tenant has provided Landlord evidence reasonably satisfactory to Landlord within 180 days prior to the date it exercises the Option showing that as of the date such evidence is provided, Tenant has a net worth of not less than \$20,000,000, or (b), Tenant provides Landlord a written guaranty of all its obligations under this paragraph, in form and substance satisfactory to Landlord, executed by the corporate parent of Tenant, together with evidence reasonably satisfactory to Landlord, dated not earlier than 180 days prior to the date

Tenant exercises the Option, showing that as of such date such guarantor has a net worth of not less than \$20,000,000.

5.5.2 Exercise. If the Tenant desires to exercise the Option it shall provide notice of the same to the Landlord at least 90 days prior to the date on which Landlord must exercise the Base Option in accordance with paragraph 51 of the Lease and such notice must be accompanied by the Tenant's designation of an appraiser, qualified in accordance with the Lease, it elects to appoint to appraise the Leased Premises in accordance with paragraph 51.2(a) of the lease. Upon Tenant's exercise of the Option, Landlord shall provide Tenant an itemized statement of all costs it has incurred under the last sentence of paragraph 10 and under paragraph 29.7 of this Sublease (collectively, the "Reimbursable Costs"). Not later than 30 days prior to the date Landlord must exercise the Base Option, Tenant shall deposit an amount equal to the Reimbursable Costs with an escrow agent, and under escrow instructions, reasonably satisfactory to Landlord and Tenant providing (a) on the closing of the conveyance of the Leased Premises pursuant to the Option such deposit, with all interest accrued thereon, will be remitted to Landlord (b) if the closing of such transaction does not occur, such deposit, with all accrued interest therein, shall be returned to Tenant unless such closing did not occur by reason of any default by Tenant hereunder and (c) if such closing does not occur by reason of any default by Tenant hereunder, such deposit, with accrued interest thereon, shall be remitted to Landlord in reimbursement of the costs it has incurred under paragraphs 10 and 29.7 of this Sublease, not as liquidated damages, and without prejudice to any other remedies which may be available by reason of Tenant's default. If Tenant duly exercises the Option and makes such deposit, Landlord shall exercise the Base Option and appoint, as Landlord's appraiser to appraise the Leased Premises, the appraiser so designated by Tenant.

5.5.3 Deposit. Tenant shall deposit with Landlord an amount equal to the Purchase Option Deposit described in paragraph 51.1(b) of the Lease within 15 days after the date on which the purchase price is fixed in accordance with the terms of the Lease. The Landlord shall, upon receipt of the same, deposit such amount with the Owners in accordance with paragraph 51.1(b) of the Lease.

5.5.4 Closing. Landlord and Tenant shall cooperate to facilitate a closing in which the Tenant performs all obligations of the Landlord under paragraph 51 of the Lease and acquires the Leased Premises strictly in accordance with such provisions. Among other things, the parties will seek to arrange for a closing in which the Leased Premises are conveyed directly by the Owners to the Tenant. The Tenant hereby indemnifies the Landlord from and against any and all loss, cost, damage or expense in connection with the Landlord's exercise of

the Base Option, the Tenant's exercise of the Option and the transactions described in this paragraph, including without limitation, any and all loss, cost, damage or expense (i) incurred by Landlord in connection with the closing of Tenant's acquisition of the Leased Premises, (ii) any breach of the Landlord's obligations under paragraph 51 of the Lease after exercise of the Base Option unless such breach is caused by the failure of Landlord to perform any obligation set forth in this paragraph, and (iii) any liability arising by reason of the Landlord's acquisition of title to the Leased Premises if arrangements cannot be made so that title is conveyed directly to the Tenant.

5.5.5 Default. In the event Tenant fails to perform any obligations under this paragraph 5.5, the Landlord may terminate the Option and the Tenant's right to acquire the Leased Premises in accordance with the terms of this paragraph (in which event Landlord shall have no obligation to Tenant to purchase the Leased Premises in accordance with its exercise of the Base Option), may specifically enforce the obligations of the Tenant hereunder, may seek damages or pursue any other remedies available hereunder or under law.

6. Alterations.

6.1 Prohibited Action. Except as otherwise provided in this paragraph, the Tenant will make no alterations or additions to the Leased Premises without the prior written consent of the Landlord and, to the extent required by the Lease, the Owners. Tenant may, without the prior written consent of Landlord make nonstructural alterations or improvements provided the estimated cost of the same does not exceed \$50,000. If the Owners disapprove plans for any proposed alterations and Tenant desires to avail itself of the arbitration proceeding described in paragraph 8 of the Lease, Landlord will cooperate in such efforts provided Tenant reimburses Landlord for all reasonable costs so incurred by Landlord.

6.2 Required Improvements. The parties contemplate that Tenant will make substantial improvements to the Leased Premises in order to conform the same to Tenant's requirements. Landlord hereby agrees that Tenant may construct, and Tenant agrees that it will construct, certain improvements in accordance with the following: (i) such improvements shall consist of the improvements to substantially conform the Leased Premises to the space plan for the Leased Premises dated October 21, 1992, as revised October 22, 1992, prepared by Fitschen & Associates, a copy of which has been provided Landlord and certain repairs to the roof, of the Building described in the contractor's report provided Tenant by Bayside Contractors, a copy of which has been provided Landlord (the "Required Improvements"), (ii) all Required Improvements must be completed not later than 180 days after the commencement of the Sublease Term,

and (iii) the Required Improvements shall be constructed in accordance with the requirements of the remainder of this paragraph 6. If Tenant fails to complete construction of the Required Improvements within 180 days after the commencement of the Sublease Term (which period of time shall be extended, if construction is delayed by reason of weather conditions, casualties, and other events not reasonably within the control of Tenant or its contractor, by the period of such actual delay), Landlord may terminate this Sublease by notice to Tenant, in which event Tenant shall return the Leased Premises to Landlord in the condition existing on the date the Sublease Term commences.

6.3 Construction Requirements. All construction conducted by Tenant hereunder shall be carried out in accordance with the following requirements:

6.3.1 Approval of Plans. All construction shall be performed in accordance with plans and specifications which have received the prior written approval of Landlord and, to the extent required by the Lease, the Owners. Landlord will approve plans for the Required Improvements provided they are substantially consistent with the preliminary space plan and contractor's report described in paragraph 6.2 above. Further, Landlord will approve plans for (i) the modification or replacement of the monument signage identifying the building to identify it as the office of Tenant and (ii) Tenant's installation of a communication disc on the roof of the Building..

6.3.2 Permits. No work shall be undertaken unless and until Tenant shall have procured, so far as the same may be required, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction. Landlord shall join, at the sole cost and expense of Tenant, in the application for such permits or authorizations whenever such action is necessary and requested by Tenant. The Tenant shall pay all costs of building permits, changes in zoning, and other governmental approvals necessary for any construction.

6.3.3 Liens. If any involuntary liens for labor or materials supplied or claimed to have been supplied in connection with any of the work shall be filed, Tenant shall pay or otherwise obtain the release or discharge thereof with reasonable promptness.

6.3.4 Insurance. Tenant shall maintain or cause to be maintained Workmen's Compensation Insurance covering all persons employed in connection with any of the work, in such amounts and with such companies as may be required by Applicable law, and Builder's Risk Insurance, protecting the assets of Owners, Landlord and Tenant against all risks of physical loss or damage, in an amount not less than the costs of construction, and

otherwise in form and amount sufficient to satisfy all requirements for such insurance under the Lease, free of cost or expense to Landlord, at all times when any substantial work is in progress.

6.3.5 Quality. All work shall be conducted in a good and workmanlike manner and diligently pursued to completion.

6.3.6 Compliance with Laws and Covenants. All work shall be performed in accordance with all laws, ordinances, building codes and other applicable legal requirements, all restrictions of record (including the Declaration), any applicable rules of the Hacienda Business Park Owners' Association (the "Association") and the Lease.

6.3.7 Title. Title to all improvements made hereunder, other than any improvements which constitutes Lessee's Equipment, as that term is defined in the Lease, shall become the property of the Owners upon installation, free from any liens or claims whatsoever by Tenant. At the end of the Sublease Term Tenant shall have no obligation to remove any improvements constructed in accordance with this paragraph 6.

6.3.8 Demolition. After Tenant's plans are approved by Landlord and Owners, Tenant may begin demolition of existing improvements in the Leased Premises.

7. Landlord's Work. At such time as is reasonably requested by Tenant, but no later than 180 days after the Sublease Term commences, Landlord, at its sole cost and expense, shall "slurry seal" and restripe the entire parking area of the Leased Premises. Such work shall be carried out in such a manner as to minimize interference with Tenant's business conducted on the Leased Premises. However, the foregoing shall not require that such work be performed outside normal business hours.

8. Insurance.

8.1 General. The Landlord will maintain throughout the Sublease Term all insurance required to be maintained by Landlord under the Lease and such other insurance it may desire and comply with all Insurance Requirements. All amounts paid by Landlord for insurance coverages currently maintained by it during 1993 shall be referred to herein as the "Base Insurance Cost." Beginning with the calendar year 1994, Tenant will reimburse Landlord for all amounts paid by Landlord in each calendar year for the same coverages as are currently maintained or for increased coverages required in the future under the Lease in excess of the Base Insurance Cost. As soon as practical after the end of 1994 and each subsequent calendar year during the Sublease Term, Landlord shall provide Tenant an itemized state-

ment of all such costs and, within 20 days of the receipt of such statement, Tenant shall remit to Landlord the amount by which such costs exceed the Base Insurance Cost. In addition to the foregoing, Tenant shall reimburse Landlord for all increases in insurance costs incurred by Landlord which result from improvements to the Leased Premises made by Tenant.

8.2 Policies. The Landlord will furnish evidence satisfactory to the Tenant of the maintenance of the insurance required by this paragraph, including certificates of such insurance and evidence of the payment of premiums therefor, and will obtain a written obligation on the part of the insurance company to notify the Tenant at least thirty (30) days prior to cancellation or change of any such insurance.

8.3 Subrogation. In respect of any real, personal or other property of Tenant located in, at or under the Leased Premises, Tenant hereby releases Landlord and Owners from any and all liability or responsibility to Tenant or anyone claiming by, through or under Tenant, by way of subrogation or otherwise, for any loss or damage caused by fire or any other casualty whether or not such fire or other casualty shall have been caused by the willful fault or gross negligence of any such person or anyone for whom any of said persons may be responsible. Tenant shall require its fire, extended coverage and other casualty insurance carriers to include in Tenant's policies a clause or endorsement whereby the insurer waives any rights of subrogation against Landlord and Owners. In respect of any real, personal or other property of Landlord located in, at or under the Leased Premises, Landlord hereby releases Tenant from any and all liability or responsibility to Landlord or anyone claiming by, through or under Landlord by way of subrogation or otherwise, for any loss or damage caused by fire or any other casualty whether or not such fire or other casualty shall have been caused by the willful fault or gross negligence of any such persons or anyone for whom any of said persons may be responsible. Landlord shall require fire, extended coverage and other casualty insurance carriers to include in their policies a clause or endorsement whereby the insurer waives any rights of subrogation against Tenant.

8.4 Other Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required by this paragraph 8 to be furnished by Landlord unless Landlord and Owners are included therein as named insureds as their respective interests may appear, with loss payable as provided in the Lease. Tenant shall immediately notify Landlord and Owners whenever any such separate insurance is taken out and shall deliver the policy or policies or duplicates thereof, or certificates evidencing the same. Otherwise, Tenant is permitted to carry separate insurance to protect its own interests.

9. Impositions.

9.1 Reimbursement. Landlord shall pay all Impositions payable under the Lease. Tenant will reimburse Landlord for all or a portion of those Impositions paid by Landlord for calendar year 1994 and subsequent calendar years (other than any Impositions representing increases resulting from any sale of the Leased Premises or transfer of partnership interests in the entities owning the Leased Premises) in excess of the Impositions paid by Landlord for the calendar year 1993. As soon as practical after the end of 1994 and each subsequent calendar year during the Sublease Term, Landlord shall provide Tenant an itemized statement of all Impositions paid during the preceding year which are subject to Tenant's reimbursement obligation above and within 20 days of its receipt of such statement Tenant shall remit to Landlord the lesser of (i) the amount by which such Impositions exceeded Impositions paid in 1993, or (ii) the product of (a) such Impositions paid in 1993 and (b) 2% times the number of years after 1993 as to which such calculation is being made. For example, to determine the Tenant's maximum reimbursement for such Impositions paid by Landlord in 1996 the Impositions paid by Landlord in 1993 would be multiplied by 6%, 1996 being three years after 1993. As to assessments against the Leased Premises, for purposes of this paragraph the computation of the amounts paid in 1993 and in subsequent years shall be made, except as provided below, without regard to any credits or adjustments which may be provided to reflect overpayments of prior year's assessments. To the extent any such credits or adjustments are provided they will reduce Tenant's then current reimbursement obligations hereunder to the extent they are allocable to Impositions for which Tenant has previously reimbursed Landlord hereunder, but not otherwise.

9.2 Contests. The Tenant may contest Impositions in accordance with the terms of paragraph 15 of the Lease. In the event Tenant elects to so contest Impositions, Tenant shall notify Landlord and Landlord shall cooperate with such contest provided that such contest shall be conducted at the sole cost and expense of Tenant and strictly in accordance with the terms of paragraph 15 of the Lease. Tenant hereby indemnifies Landlord from and against any and all loss, cost, damage or expense which may be incurred by Landlord in connection with any contest of Impositions conducted by Tenant hereunder or any failure of Tenant to comply with the terms of paragraph 15 of the Lease in connection with any such contest.

10. Condition of Premises; Maintenance. Landlord makes no representations or warranties with respect to the condition of the Leased Premises. The Tenant agrees that it has inspected the Leased Premises and will accept the same as suitable for the purposes for which the same are leased in their

present condition. Landlord shall perform all major maintenance of the structure of the Building (including, but not limited to, the roof), all mechanical systems (including, but not limited to, the HVAC system), all utility lines from the boundaries of the real estate to their entry into the Building and all plumbing and fire sprinkler systems. Except with respect to the HVAC system, which is the sole responsibility of Landlord (including all minor maintenance and routine servicing), Tenant agrees that it will perform, at its sole cost, minor maintenance of such property to the extent that the cost of such minor maintenance does not exceed \$1,500.00 per occurrence, and will maintain all other portions of the Leased Premises in good condition and repair, and, upon the termination of this Sublease, shall surrender the same to Landlord in the condition existing on the date hereof ordinary wear and tear and permitted alterations excepted. On such termination, Tenant may remove all property which it has installed on the Leased Premises and falling within the definition of Lessee's Equipment, as that term is defined in the Lease, and shall repair, at its sole cost and expense, all damage to the Leased Premises caused by such removal. Tenant shall promptly repair any damage to any portion of the Leased Premises caused by its occupancy of the Leased Premises or by any of its agents, employees or invitees including, without limitation, any damage resulting from any improvements made by the Tenant. Without limitation of the foregoing, Tenant shall (i) keep the Property in a clean condition, free of visible trash or debris of any kind or any other material which may detract from the appearance of the Property, (ii) maintain the landscaping on the Property in good and sightly condition, and (iii) except as provided in the following sentence, make any improvements or alterations which may be required as a result of changes in, or additions to, laws, ordinances or government regulations applicable to the Leased Premises or which may be required solely as a result of improvements made to the Leased Premises by Tenant. Landlord will make any improvements or alterations to structural components and/or "shell" of the Leased Premises including, without limitation, the exterior walls, roof, foundation, parking areas, sidewalks, exterior access doors, HVAC system, main electrical service and main plumbing service which may be required as a result of any such changes in, or additions to, laws, ordinances or government regulations applicable to the Leased Premises other than laws, ordinances or regulations as to which compliance is required solely because of improvements made to the Leased Premises by Tenant or the particular use of the Leased Premises.

11. Indemnifications. Tenant hereby indemnifies Landlord against all loss, cost, damage or expense, including attorneys' fees, arising out of any occurrence on the Leased Premises, other than a loss, cost, damage or expense which results from any negligence or misconduct of Landlord or failure of Landlord to perform any obligation hereunder, or arising out of any act of Tenant or any of its agents, employees or invitees on the Leased

Premises or in connection with its occupancy of the Leased Premises. Landlord hereby indemnifies Tenant against all loss, cost, damage or expense, including attorneys' fees, arising out of any negligence or misconduct of Landlord or any of its agents, employees or invitees on the Leased Premises or any failure to perform any of its obligations hereunder.

12. Subletting and Assignment.

12.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Sublease or in the Leased Premises, without Landlord's prior written consent granted pursuant to this Paragraph 12, which consent Landlord shall not unreasonably withhold or delay. Landlord's refusal to consent to any proposed assignment shall be deemed reasonable if (i) the proposed assignee does not have a net worth, evidenced by audited financial statements or other evidence satisfactory to Landlord, of at least \$20,000,000, or (ii) the assignment is proposed to take effect prior to substantial completion of the Required Improvements. Landlord shall respond to Tenant's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a default and breach of this Sublease.

12.2 Terms and Conditions Applicable to Assignment and Subletting. Each of the following conditions shall apply to any requested assignment or sublease: (a) Tenant shall provide Landlord all information reasonably requested by Landlord to evaluate any proposed sublease or assignment, (b) any assignee shall assume and be bound by the terms of this Sublease, (c) any sublease shall be subject to all the terms of this Sublease, (d) consent to one assignment, subletting, occupation or use by one person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person, and (e) Tenant shall deliver a complete copy of any assignment or sublease to Landlord within 10 days after execution of the same.

12.3 Tenant's Affiliate. Notwithstanding any other provisions of this paragraph, Tenant may assign this Sublease or sublet the Leased Premises, or any portion thereof, without Landlord's consent, to (a) any person or entity which acquires all the assets of the business that is being conducted on the Leased Premises; (b) a parent corporation or a subsidiary of either Tenant or its parent corporation; (c) a purchaser of all or substantially all of Tenant's assets; or (d) any corporation into which or with which Lessee merges or consolidates. Although Landlord's consent is not required for the foregoing assignments and subleases, Tenant shall deliver copies of the

assignment or sublease documents within 10 days after they are executed.

12.4 Release of Tenant. An assignment of this Sublease made pursuant to this Paragraph 12 (i) with the consent of Landlord or (ii) without the necessity of Landlord's consent pursuant to paragraph 12.3 provided the assignee has a net worth, evidenced by audited financial statements or other evidence satisfactory to Landlord, of at least \$20,000,000, shall release the Tenant of Tenant's obligations to be performed by Tenant hereunder if upon any such assignment the assignee deposits with Landlord a cash security deposit in an amount of not less than three months' Sublease Rent or other security satisfactory to Landlord, to be held by Landlord as security for the assignee's obligations hereunder. Otherwise Tenant shall remain liable for performance of all its obligations hereunder notwithstanding any assignment or sublease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver or consent to any subsequent assignment or subletting.

13. Holding Over. Should Tenant continue in possession of the Leased Premises following the expiration of the term hereof without the consent of Landlord it shall be deemed to occupy the Leased Premises subject to all the terms, conditions and provisions hereof, except that the Sublease Rent during the first six months of any such holding over shall be 150% of the Sublease Rent otherwise called for herein and thereafter shall be 200% of the Sublease Rent otherwise called for herein. The provisions of this paragraph shall not be construed to evidence any consent of Landlord for any such holding over or prevent the Landlord from exercising any remedy available by reason of Tenant's failure to vacate the Leased Premises on the expiration or termination of the term.

14. Estoppel Certificate. Tenant agrees that at the request of Landlord it shall provide a statement certifying to persons requested by Landlord, if true, that this Sublease Agreement is in full force and effect and unmodified (or setting forth any modifications if they exist) and that there are no defenses or offsets to its obligations hereunder or, to the extent any such defenses or offsets exist, specifying the same.

15. Access. Tenant agrees that Landlord, Owners and the agents and invitees of Landlord and Owners shall have access to the Leased Premises, at reasonable times on three business days' notice or, in an emergency, without notice, for the purposes of inspecting the same, carrying out any of their obligations hereunder or under the Lease or exercising any rights hereunder or under the Lease.

16. Use. The Tenant shall not use the Leased Premises for any purpose other than office use without the prior written consent of Landlord and, to the extent required, the Owners.

17. Damage or Destruction. If the Leased Premises are partially or totally damaged by any cause insured under the policy of hazard insurance covering the Leased Premises, Landlord shall, unless it elects to terminate the Lease in accordance therewith, restore the Leased Premises with due diligence. To the extent lawful and reasonably practicable, the improvements shall be restored to the condition existing immediately before such damage or to other condition on which the parties may agree in writing within 30 days after the date of damage. Landlord shall not be required to restore any property installed by Tenant and falling within the definition of Lessee's Equipment, as that term is defined in the Lease, such restoration being the sole responsibility of Tenant. This Sublease shall remain in full force and effect, and Tenant shall be entitled to a proportionate reduction of Sublease Rent from the date of damage during the period Landlord's repairs are being made.

18. Eminent Domain. In the event of any condemnation or eminent domain proceeding affecting the Leased Premises which results in a termination of the Lease, as provided therein, this Sublease shall thereupon terminate. If any such proceeding does not result in a termination of the Lease this Sublease shall remain in full force and effect and the Sublease Rent will be adjusted in proportion to the adjustment in the rent payable by Landlord under the Lease as described therein.

19. Proceeds of Insurance, Condemnation. The Tenant shall have no interest in any proceeds of insurance maintained by Landlord or Owners or the proceeds of any condemnation. However, the foregoing shall not restrict Tenant's right to seek, to the extent allowed by law and strictly in accordance with, and subject to the limitations of, paragraph 21 of the Lease, recovery from any authority condemning any parties of the Leased Premises its relocation expenses resulting from any condemnation.

20. Utilities. Tenant shall pay all costs incurred for all water, gas, electricity, telephone, and similar utilities and services provided to the Leased Premises throughout the Sublease Term.

21. Tenant's Personal Property. Tenant shall be solely responsible for all trade fixtures, personal property, furniture, or fixtures placed in or on the Leased Premises by Tenant. Tenant shall not install any equipment which may necessitate any changes, replacements or additions to the water, plumbing, heating, air conditioning or electrical systems servicing the Leased Premises without the prior written consent of Landlord. Tenant shall be liable for all taxes levied or assess-

ed against trade fixtures, personal property, furniture, or fixtures placed or installed by Tenant in the Leased Premises.

22. Abandoned Property. All personal property not removed by the Tenant from the Leased Premises within five days after the end of the Sublease Term will be conclusively presumed to have been abandoned by the Tenant and the Landlord may, at the Landlord's option, thereafter take possession of such property and either declare the same to be the property of the Landlord or, at the expense of the Tenant, dispose of such property in any manner and for such consideration as the Landlord, in the Landlord's sole discretion, deems advisable.

23. Mechanic's and Materialmen's Lien. If any mechanic's or materialmen's liens shall at any time be filed against the Leased Premises, or any part thereof, by reason of any work, labor, services, materials, or equipment furnished to or for Tenant, Tenant, within 20 days after notice of the filing thereof shall cause the same to be fully satisfied by bond or otherwise. Nothing herein shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Leased Premises, or any part thereof, nor as giving the Tenant any right, power, authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises, or any part thereof.

24. Hacienda Business Park. The Landlord is entitled to participate as a member of the Hacienda Business Park Owner's Association (the "Association"). Tenant will reimburse Landlord for all periodic dues payable by Landlord to the Association, but Landlord will be solely responsible for any special assessments imposed by the Association. Landlord shall advise Tenant of all material matters of which Landlord receives notice from the Association. Tenant may express its views on matters being considered by the Association but Landlord shall have no obligation to follow Tenant's preferences in voting on matters before the Association.

25. Default. Tenant shall be in default hereunder upon any failure to pay any Sublease Rent when due and the continuation of such default for a period of 5 business days after notice to Tenant, any breach by Tenant of any term or provision hereof and the continuation of such breach for a period of 20 business days after notice thereof to Tenant (or, if such breach cannot reasonably be cured within such 20 business day period, the failure of Tenant to commence action reasonably designed to cure such breach within such 20 day period and to pursue such action diligently to completion), any other act or omission by

Tenant which constitutes an "Event of Default," as defined in the Lease and the continuation of such "Event of Default" for a period of 20 days after notice thereof to Tenant, the filing by or against Tenant of any proceedings under the federal bankruptcy or any similar law and the failure of Tenant to obtain a dismissal of such proceeding within 90 days of the date filed, the adjudication of Tenant as bankrupt or insolvent, the insolvency of Tenant or its inability to pay debts generally as they become due or the appointment of a receiver, trustee, or other conservator for Tenant or any of its assets. The occurrence of any such events and the passage of any applicable grace period shall be deemed an "Event of Default" hereunder.

26. Remedies. On the occurrence of any Event of Default hereunder Landlord shall have the option to do any one or more of the following, without notice or demand, in addition to and not in limitation of any other remedy permitted hereunder or by law:

26.1 Termination. Landlord may terminate this Sublease, in which event Tenant will immediately surrender the Leased Premises to Landlord but if Tenant fails to do so, Landlord may, without notice and without prejudice to any other remedy, enter and take possession of the Leased Premises and remove Tenant and Tenant's property therefrom.

26.2 Reletting. Landlord may enter and take possession of the Leased Premises without terminating this Sublease and, without being liable for any claim for damages, Landlord may relet the Leased Premises and receive the rent therefor, in which event Tenant will pay to Landlord on demand any deficiency that might arise by reason of any such reletting. However, the Landlord shall have no duty to relet the Leased Premises to mitigate Landlord's damages and any effort of the Landlord to relet the same will not release or affect Tenant's liability for rent or for damages.

26.3 Election not to Relet. If the Landlord elects not to terminate this Sublease and does not reenter the Leased Premises and relet the same for the benefit of Tenant, Tenant shall remain obligated to Landlord for all Rent for which it is obligated hereunder for the remainder of the term, together with all damages caused by Tenant's default.

26.4 Acceleration. The Landlord may declare the entire amount of the Sublease Rent to become payable during the remainder of the Sublease Term to be due immediately.

26.5 Performance by Landlord. Landlord may perform or cause to be performed any of the obligations of Tenant hereunder and may enter the Leased Premises to accomplish such purpose without being liable for any claim for damages. Tenant

agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with this Sublease on behalf of Tenant including court costs and attorneys' fees.

26.6 Other Remedies. Landlord shall have any other remedy which may be permitted by law, including the right to recover from Tenant all damages suffered by Landlord as a result of Tenant's default. Such damages shall include, in the event this Sublease is terminated by Landlord the excess, if any, at the time of such termination of (i) the amount of Sublease Rent reserved in this Sublease for the remainder of the term over (ii) the amount of rent Landlord may reasonably expect to receive for the remainder of the Sublease Term, less costs which may be incurred by Landlord arising from such default.

27. Responsibility for Hazardous Material; Underground Storage Tanks.

27.1 Definitions. As used in this paragraph, the following terms shall have the following meanings:

27.1.1 "Hazardous Material" means any substance, material or waste which is now or at any time hereafter becomes regulated as "hazardous", "toxic" or under any other similar designation by any local, state or federal governmental authority. Such term includes, without limitation, (i) asbestos, (ii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iii) any material, substance or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or (iv) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.).

27.1.2 "Indemnified Person" means the Owners, Landlord, and any director, officer, employee, agent or invitee of the Owners or the Landlord.

27.2 Notices. Tenant and Landlord agree to promptly notify the other in the event they become aware of the presence of any Hazardous Material on the Leased Premises.

27.3 Obligation of Landlord. The parties agree that other than as set forth herein, none of the parties assume any responsibility or obligation to the other with respect to the presence of any Hazardous Material on the Leased Premises.

27.4 Tenant Indemnification. Tenant agrees that it will not bring onto the Leased Premises any Hazardous Material other than cleaning or office supplies in normal quantities, as

ordinarily used in the operation of its business, and that it will not permit any employee, agent, officer, director or invitee of Tenant or any person occupying the Leased Premises, or any portion thereof, by, through or under Tenant to bring any Hazardous Material onto the Leased Premises. Tenant hereby indemnifies each Indemnified Person from and against any and all loss, cost, damage and expense arising from the introduction of any Hazardous Material onto the Leased Premises by Tenant, any employee, agent, officer, director or invitee of Tenant or any other person occupying the Leased Premises, or any portion thereof by, through or under Tenant.

27.5 Remedies of Landlord. If Landlord becomes aware of the presence or suspected presence of any Hazardous Material brought onto the Leased Premises in violation of paragraph 27.4, Landlord may so notify the Tenant and request that Tenant institute remedial action. Tenant will, within 10 days of receipt of such notice, at its sole cost and expense, commence action as is reasonably specified by Landlord to remove all such Hazardous Material from the Leased Premises and will diligently pursue such action to completion. Such work will be performed in accordance with all applicable laws, ordinances and regulations governing such work. If Tenant fails to undertake the work required by this paragraph, Landlord may, at its option, to be exercised by notice to Tenant, (i) undertake such work, in which event Tenant shall reimburse Landlord for all costs and expenses, including the fees of attorneys, engineers and other consultants, incurred by Landlord in such work, or (ii) terminate this Sublease, without prejudice to any claim for damages resulting from Tenant's breach hereof. However, Landlord shall not be under any obligation to exercise either of the remedies specified in the preceding sentence, and the remedies provided in this paragraph shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Sublease or under law. The Tenant's indemnification and the Landlord's remedies set forth in this paragraph shall survive any termination of this Sublease.

27.6 Landlord Indemnification. Landlord represents that to its knowledge there are no Hazardous Materials currently on, in or under the Leased Premises and agrees that it will not during the Sublease Term bring onto the Leased Premises any Hazardous Material and that it will not permit any employee, agent, officer, director or invitee of Landlord, or any person on the Leased Premises, or any portion thereof, by, through or under Landlord for purposes of maintenance or otherwise, to bring any Hazardous Material onto the Leased Premises. Landlord hereby indemnifies Tenant and any director, officer, employee, agent or invitee of Tenant from and against any and all loss, cost, damage and expense arising from the existence of Hazardous Materials on, in or under the Leased Premises at the time this Sublease is executed or from the introduction of any Hazardous Material onto

the Leased Premises hereafter by Landlord, any employee, agent, officer, director or invitee of Landlord, or any other person on the Leased Premises, or any portion thereof, by, through or under Landlord, for purposes of maintenance or otherwise.

27.7 Remedies of Tenant. If Tenant becomes aware of the presence or suspected presence of any Hazardous Material on, in, under or hereafter brought onto the Leased Premises in violation of Paragraph 27.6, Tenant may so notify the Landlord and request that Landlord institute remedial action. Landlord will, within 10 days of receipt of such notice, at its sole cost and expense, commence action as is reasonably specified by Tenant to remove all such Hazardous Material from the Leased Premises and will diligently pursue such action to completion. Such work will be performed in accordance with all applicable laws, ordinances and regulations governing such work. If Landlord fails to undertake the work required by this paragraph, Tenant may, at its option, to be exercised by notice to Landlord, (i) undertake such work, in which event Landlord shall reimburse Tenant for all costs and expenses, including the fees of attorneys, engineers and other consultants, incurred by Tenant in such work, or (ii) terminate this Sublease, without prejudice to any claim for damages resulting from Landlord's breach hereof. However, Tenant shall not be under any obligation to exercise either of the remedies specified in the preceding sentence, and the remedies provided in this paragraph shall not be considered exclusive or preclude any claim for damages or any other remedy which may be available under this Sublease or under law. The Landlord's indemnification and the Tenant's remedies set forth in this paragraph shall survive any termination of this Sublease.

28. Notices.

28.1 Form of Notice. All notices, requests, demands, instructions or other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if personally delivered in return for a receipt, if mailed first class, postage prepaid, by registered or certified mail, return receipt requested or by a recognized overnight delivery service to the parties at the addresses set forth below.

28.2 Notices to Landlord. Notices to Landlord shall be addressed as follows:

Fleming Companies, Inc.
6301 Waterford Boulevard
P.O. Box 26647
Oklahoma City, Oklahoma 73126
Attn: Mr. E. Stephen Davis
Executive Vice President -
Distribution

1- 405- 840- 7200

with a copy to:

McAfee & Taft
Tenth Floor, Two Leadership Square
Oklahoma City, Oklahoma 73102
Attn: Richard A. Riggs, Esq.

28.3 Notices to Tenant. Notices to Tenant shall be addressed as follows:

Golden Grain, Inc.
4576 Willow Road
Pleasanton, California 94588
Attn: Vice President--Finance
and Planning

with a copy to:

The Quaker Oats Company
321 North Clark Street
Chicago, Illinois 60610
Attn: Vice President and
General Corporate Counsel

29. Representations and Warranties of Landlord. Landlord hereby represents and warrants to Tenant as follows:

29.1 Organization. Landlord is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

29.2 Authority for Agreement. Landlord has full corporate power to execute and deliver this Sublease and to carry out its obligations hereunder. This Sublease constitutes the valid and legally binding obligation of Landlord, enforceable against Landlord in accordance with its terms. All consents and approvals, corporate and otherwise, necessary or required for the execution and delivery of this Sublease and for the transactions contemplated herein have been given or obtained, and Landlord has full power and authority to execute and deliver this Sublease and to carry out all transactions described herein.

29.3 No Conflicts. Neither the execution, delivery or performance of this Sublease or any agreement to be executed pursuant hereto by Landlord, nor any compliance by Landlord with the terms and provisions of such agreements will violate any law, statute, rule or regulation of any governmental agency or authority, or will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of Landlord or any judgment, order, injunction, decree or ruling of any court or governmental agency or authority to which Landlord is subject or of any agreement to which Landlord is a party or by which Landlord is bound, including, without limitation, the Lease and the Declaration, or constitute a default thereunder.

29.4 Litigation or Adverse Events. There is no claim, suit, action or legal, administrative, arbitration or other proceeding or governmental investigation pending or to the knowledge of Landlord threatened, against Landlord, affecting or which might affect its ability to carry out the transactions described herein, at law or in equity, before any federal, state, municipal or other governmental agency or instrumentality, domestic or foreign; nor is Landlord aware of any facts which might result in any such claim, action, suit, or proceeding.

29.5 Brokers' or Finders' Fees. All negotiations relative to this Lease and the transactions contemplated hereby have been carried on by officers of Landlord and Tenant with representatives of CB Commercial Real Estate Group Inc., on behalf of Tenant, and Norris, Beggs & Simpson, on behalf of Landlord, and without the intervention of any other person in such manner as to give rise to any valid claim against any of the parties hereto for a finders' fee, brokerage commission, advisory fee or other similar payment.

29.6 Quiet Enjoyment. So long as Tenant is not in default hereunder Landlord shall assure Tenant's quiet enjoyment of the Leased Premises in accordance herewith and the Lease.

29.7 Disabilities Act. To Landlord's knowledge the Leased Premises presently complies in all material respects with the applicable requirements of the Americans with Disabilities Act, 42 U.S.C. 1201, et seq. In the event any present violation of such act is discovered (other than violations that result from Tenant's construction or modification of improvements on the Leased Premises or the business being conducted thereon) and notice of the same provided Landlord, Landlord will promptly take action to remedy such violation. In the event of any future change in such act, the parties' responsibilities for making alterations to the Leased Premises shall be as set forth in the last two sentences of paragraph 10 above.

30. Representations and Warranties of Tenant. Tenant hereby represents and warrants to landlord as follows:

30.1 Organization. Tenant is a corporation duly organized and validly existing under the laws of the State of California.

30.2 Authority for Agreement. Tenant has full power to execute and deliver this Sublease and to carry out its obligations hereunder. This Sublease constitutes the valid and legally binding obligation of Tenant, enforceable against Tenant in accordance with its terms. All consents and approvals necessary or required for the execution and delivery of this Sublease and for the transactions contemplated herein have been given or

obtained, and Tenant has full power and authority to execute and deliver this Sublease and to carry out the transactions described herein.

30.3 No Conflicts. Neither the execution, delivery or performance of this Sublease or any agreement to be executed pursuant hereto by Tenant, nor any compliance by Tenant with the terms and provisions of such agreements will violate any law, statute, rule or regulation of any governmental agency or authority, or will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation of Tenant or any judgment, order, injunction, decree or ruling of any court or governmental agency or authority to which tenant is subject or of any agreement to which Tenant is a party or by which Tenant is bound, or constitute a default thereunder.

30.4 Litigation or Adverse Events. There is no claim, suit, action or legal, administrative, arbitration or other proceeding or governmental investigation pending or to the knowledge of Tenant threatened, against Tenant affecting or which might affect its ability to carry out the transactions described herein, at law or in equity, before any federal, state, municipal or other governmental agency or instrumentality, domestic or foreign; nor is Tenant aware of any facts which might result in any such claim, action, suit, or proceeding.

30.5 Brokers' or Finders' Fees. All negotiations relative to this Lease and the transactions contemplated hereby have been carried on by the officers of Tenant and Landlord with representatives of CB Commercial Real Estate Group, Inc., on behalf of Tenant, and Norris, Beggs & Simpson, on behalf of Landlord, and without the intervention of any other person in such manner as to give rise to any valid claim against any of the parties hereto for a finders' fee or other similar payment.

31. Costs. Tenant agrees to reimburse Landlord for any and all costs incurred by Landlord arising from any default by Tenant hereunder including, without limitation, all court costs and attorneys' fees, costs of regaining possession of the Leased Premises, costs of repairing the Leased Premises or improving the Leased Premises in connection with reletting and all costs of reletting including brokerage commissions. Landlord agrees to reimburse Tenant for any and all costs incurred by Tenant arising from any default by Landlord hereunder including without limitation, all costs incurred by Tenant if it must vacate the Leased Premises, and relocate its business because the Lease is terminated, other than a termination of the Lease that results solely because of action or inaction of Tenant.

32. Entire Agreement. This Sublease Agreement sets forth the entire agreement between Landlord and Tenant with respect to the matters set forth herein and may not be altered or

modified except by a written agreement signed by the Landlord and Tenant.

33. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

34. Consents. When consent, approval or performance is required of any party hereunder, such consent, approval or performance shall not be unreasonably withheld or delayed.

35. Consent to Breach. Any assent, express or implied, to any breach of any covenant or condition herein shall operate as such only in the specific instance and shall not be construed as an assent to any breach or waiver of any condition or covenant generally or any subsequent breach thereof. The various rights, powers, elections and remedies of the parties hereto shall be considered as cumulative and no one of them is exclusive of others or exclusive of any right or power allowed by law and no right shall be exhausted by being exercised on one or more occasions.


36. Counterparts. This Sublease may be executed in counterparts each of which, after one counterpart has been executed by each party, shall be deemed an original.

EXECUTED AND DELIVERED this 12 day of November, 1992, effective as of the day and year first above written.

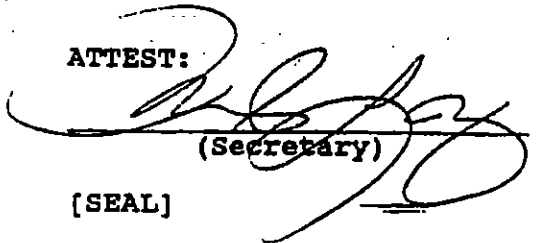
ATTEST:


James M. Hallam
(Secretary)
[SEAL]

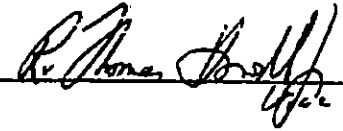
FLEMING COMPANIES, INC., an
Oklahoma corporation

By 
J. R. [unclear] Vice President

ATTEST:


(Secretary)
[SEAL]

GOLDEN GRAIN, INC., a California
corporation

By 
R. Thomas [unclear] President

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment to Sublease Agreement is made and entered into this 6 day of JUNE, 1997, by and between FLEMING COMPANIES, INC., an Oklahoma corporation, 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73126 (the "Landlord") and GOLDEN GRAIN, INC., a California corporation, 4576 Willow Road, Pleasanton, California 94588 (the "Tenant") with reference to the following:

(i) Landlord and Tenant are parties to a Sublease Agreement dated November 12, 1992 covering certain premises located in Pleasanton, California. Capitalized terms used herein but not defined shall have the meanings set forth in the Sublease.

(ii) The current term of the Sublease expires on November 11, 1997. Pursuant to paragraph 3.2 of the Sublease, the Tenant has options to renew the Sublease Term for two renewal terms and has exercised its option to renew for the first renewal term set forth therein.

(iii) The parties have reached agreement as to the rent payable by Tenant during the first renewal term and have reached certain other agreements modifying the terms of the Sublease and desire to reflect those agreements herein.

NOW THEREFORE, in consideration of the foregoing and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree that the Sublease is hereby amended as follows:

1. Sublease Term. The parties acknowledge and agree that the Sublease Term began on November 12, 1992 and shall end on November 11, 1997. The parties further acknowledge that Tenant has exercised its option to renew the Sublease Term for the first option term set forth therein which will commence on November 12, 1997 and end on November 11, 2001 (the "First Renewal Term"). Pursuant to paragraph 3.2 of the Sublease, the Tenant has one renewal option remaining available, on the terms set forth in the Sublease.

2. Leased Premises. Paragraph 1.6 of the Sublease is hereby amended to read, in its entirety, as follows:

Leased Premises. The real property described on Exhibit A and all improvements thereon and appurtenances thereunto belonging, including all improvements and alterations heretofore constructed by Tenant.

3. Rent. The parties agree that during the First Renewal Term the rent payable by Tenant to Landlord for the use of the Leased Premises shall be \$54,000, consisting of \$38,200 in rent

and \$15,800 as items other than rent (such as real estate taxes and other Impositions, insurance and maintenance), for each month during the First Renewal Term. The amount allocable to items other than rent represents the parties' estimates of such amounts and shall no way affect the reimbursements to be made pursuant to paragraphs 8 and 9 of the Sublease, which will be based on actual costs incurred by Landlord as described therein.

4. Improvements. The parties acknowledge that Tenant has constructed the improvements contemplated by paragraph 6.2 of the Sublease. Any further alterations or improvements desired by Tenant are subject to the remainder of paragraph 6 of the Sublease.

5. Insurance. By way of clarification of paragraph 8.1 of the Sublease, the parties intend that the Tenant shall be responsible for all costs incurred by Landlord in maintaining insurance as described therein with respect to periods in the Sublease Term after 1993. Therefore, Tenant shall reimburse Landlord for all costs of insurance maintained by Landlord under the Sublease incurred with respect to First Renewal Term.

6. Impositions. By way of clarification of paragraph 9.1 of the Sublease, the parties intend that the maximum amount to be reimbursed by Tenant to Landlord for Landlord's payment of Impositions in any calendar year shall be the product of (i) two percent times the number of years after 1993 as to which such calculation is being made (for example, with respect to the calendar year 1998 the applicable percentage would be 10%--i.e., $5 \times 2\%$) and (ii) the total Impositions for the calendar year 1993. Accordingly, under paragraph 9.1 Tenant shall reimburse Landlord, with respect to any calendar year, the lesser of (i) the amount by which Impositions for such year exceed Impositions for 1993 or (ii) the maximum reimbursement calculated as provided above.

7. Brokers. The parties acknowledge that Cushman & Wakefield of California, Inc. has represented Landlord and CB Commercial Real Estate Group, Inc. has represented Tenant with respect to this First Amendment. Landlord shall be solely responsible for the payment of any commission or other compensation payable to Cushman & Wakefield of California, Inc. and Tenant shall be solely responsible for the payment of any commission or other compensation payable to CB Commercial Real Estate Group, Inc. Landlord and Tenant each represents to the other that it has not retained the services of any broker, finder or other intermediary in connection with the transactions described herein, other than as provided above, and hereby agrees to indemnify the other from and against any and all loss, cost, damage, and expense arising from any claim for any brokerage commission or other compensation by any party employed or retained by such party.

8. Ratification. Except as hereby modified, the Sublease is hereby ratified and shall remain in full force and effect

in accordance with its terms. Landlord and Tenant each represent that such party is not aware of any default by the other in the performance of its obligations accrued to date under the Sublease.

9. Whole Agreement. This Agreement embodies all representations, warranties and agreements of the parties with respect to the matters described herein and may be amended or modified only by an agreement in writing.

10. Section Headings. The section headings contained herein are for convenient reference only and shall not in any way affect the meaning or interpretation hereof.

EXECUTED AND DELIVERED as of the day and year first above written.

FLEMING COMPANIES, INC., an Oklahoma corporation

By Tom Myers Vice President
"Landlord" MW 6/23/97

GOLDEN GRAIN, INC., a California corporation

By Mark G. J. President
"Tenant"

ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma)

On June 24, 1997, before me, Tarret K. Harris, a Notary Public, personally appeared Tom Myers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Janet K. Harris
Notary Public
Commission Expires: Feb. 6, 2000
SEAL

ACKNOWLEDGEMENT

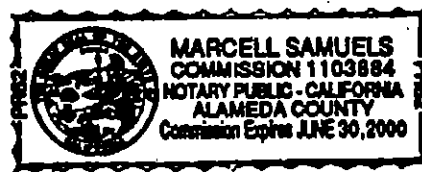
STATE OF California)
COUNTY OF ALAMEDA)

On 6/6, 1997, before me, Marcell Samuels,
a Notary Public, personally appeared MARK ALDWIN SIMPSON, personally
known to me (or proved to me on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

Marcell Samuels
Notary Public

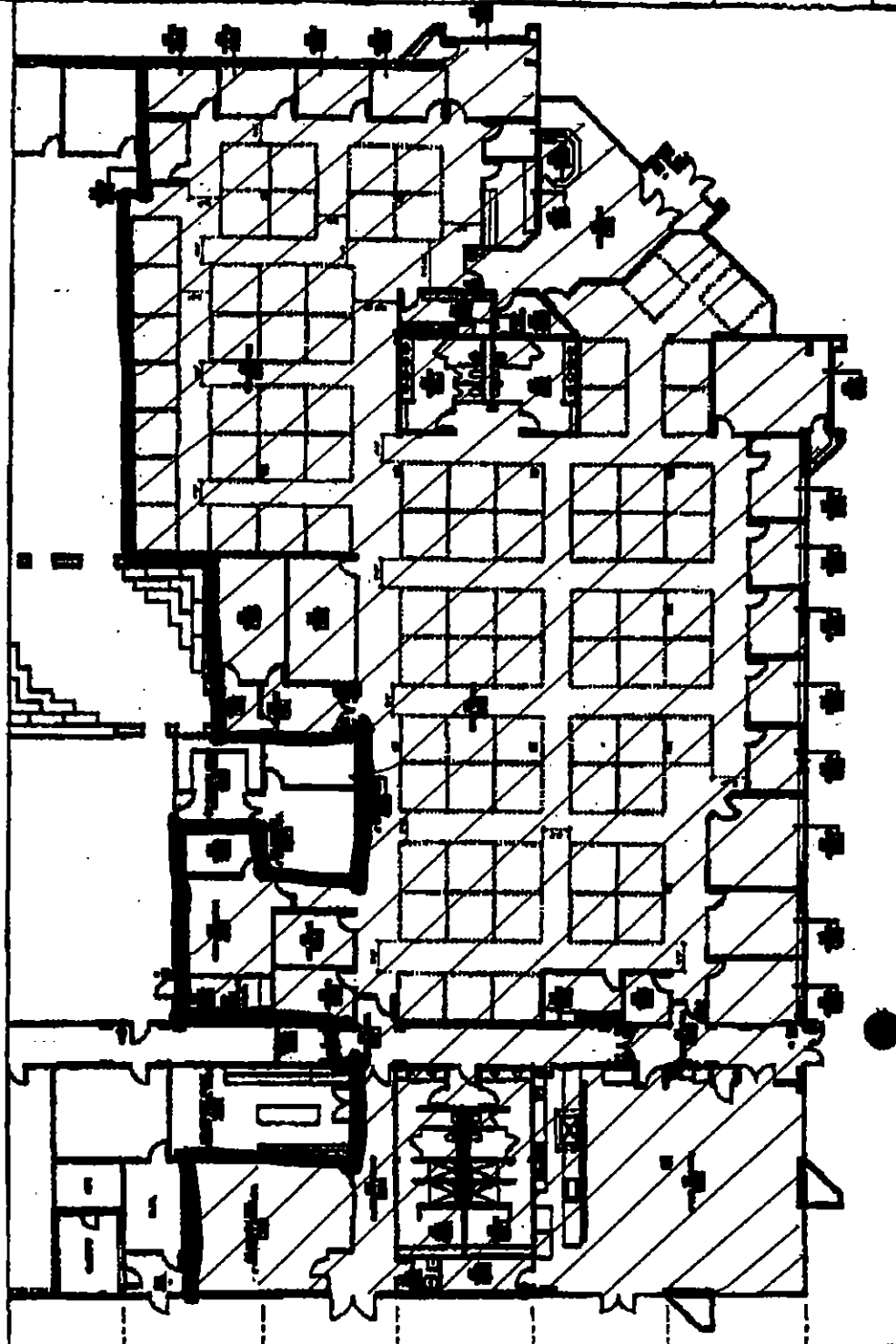
SEAL



REMEDY CORPORATION
4676 WILLOW ROAD, PLEASANTON CA

DATE :
11-20-00

JOB NO. :
20732D

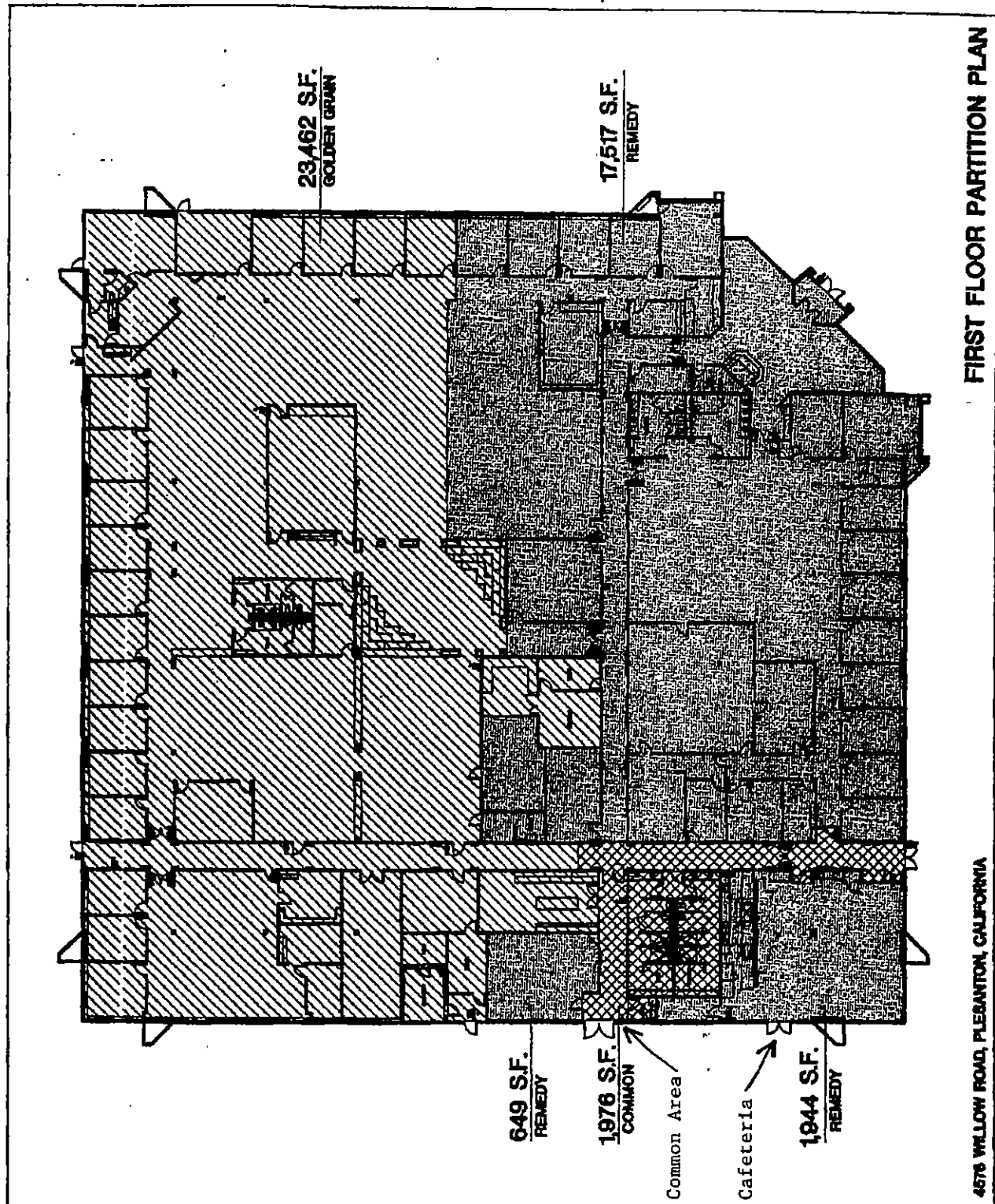


LEASE EXHIBIT

Exhibit C
Lease Premises

/// - Denotes Lease Premises

Exhibit D
Cafeteria And The Common Facilities



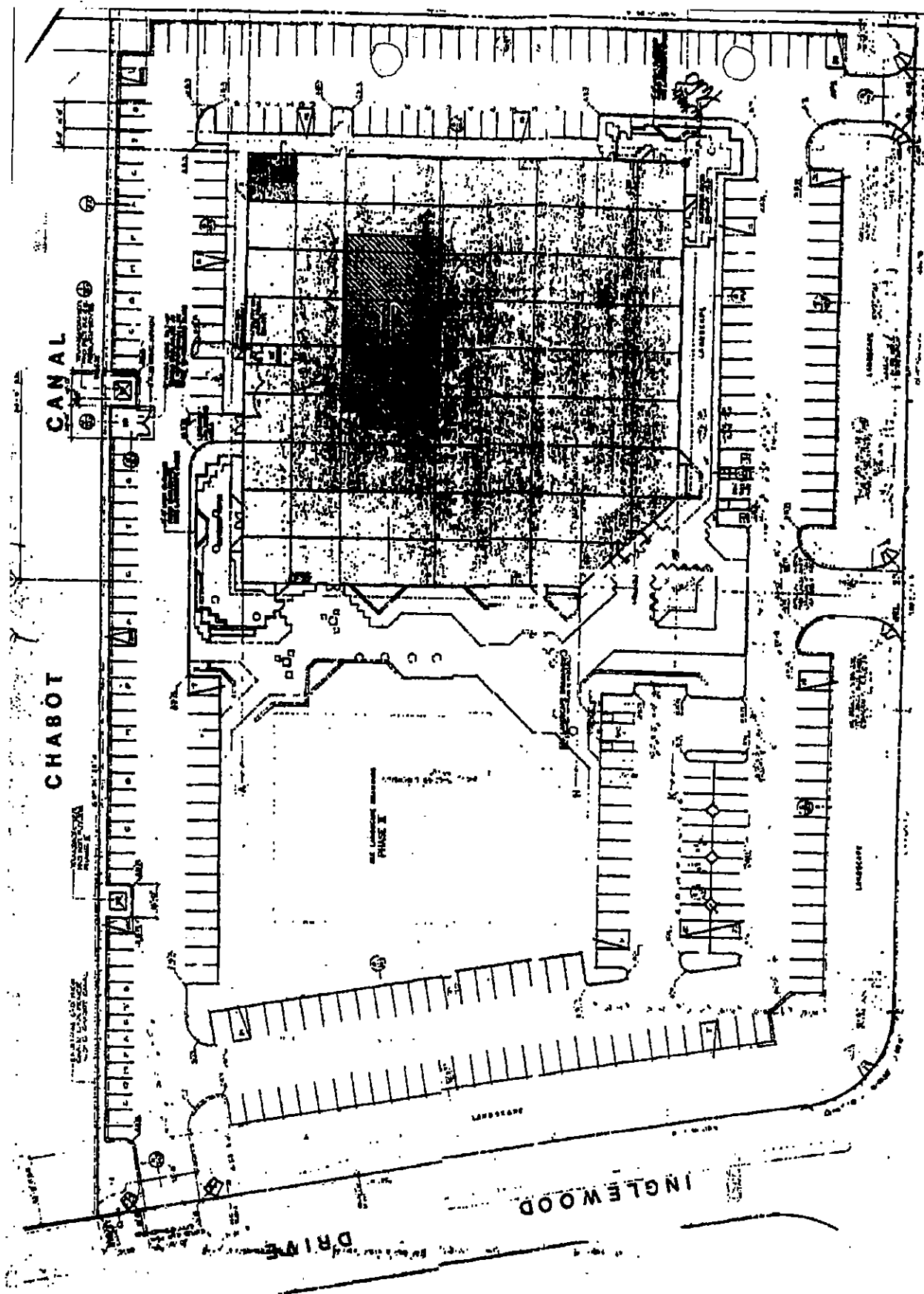


EXHIBIT D
CAFETERIA AND THE COMMON FACILITIES

REMEDY CORPORATION
4575 WILLOW ROAD, PLEASANTON CA

DATE :
11-20-00

JOB NO. :
201320

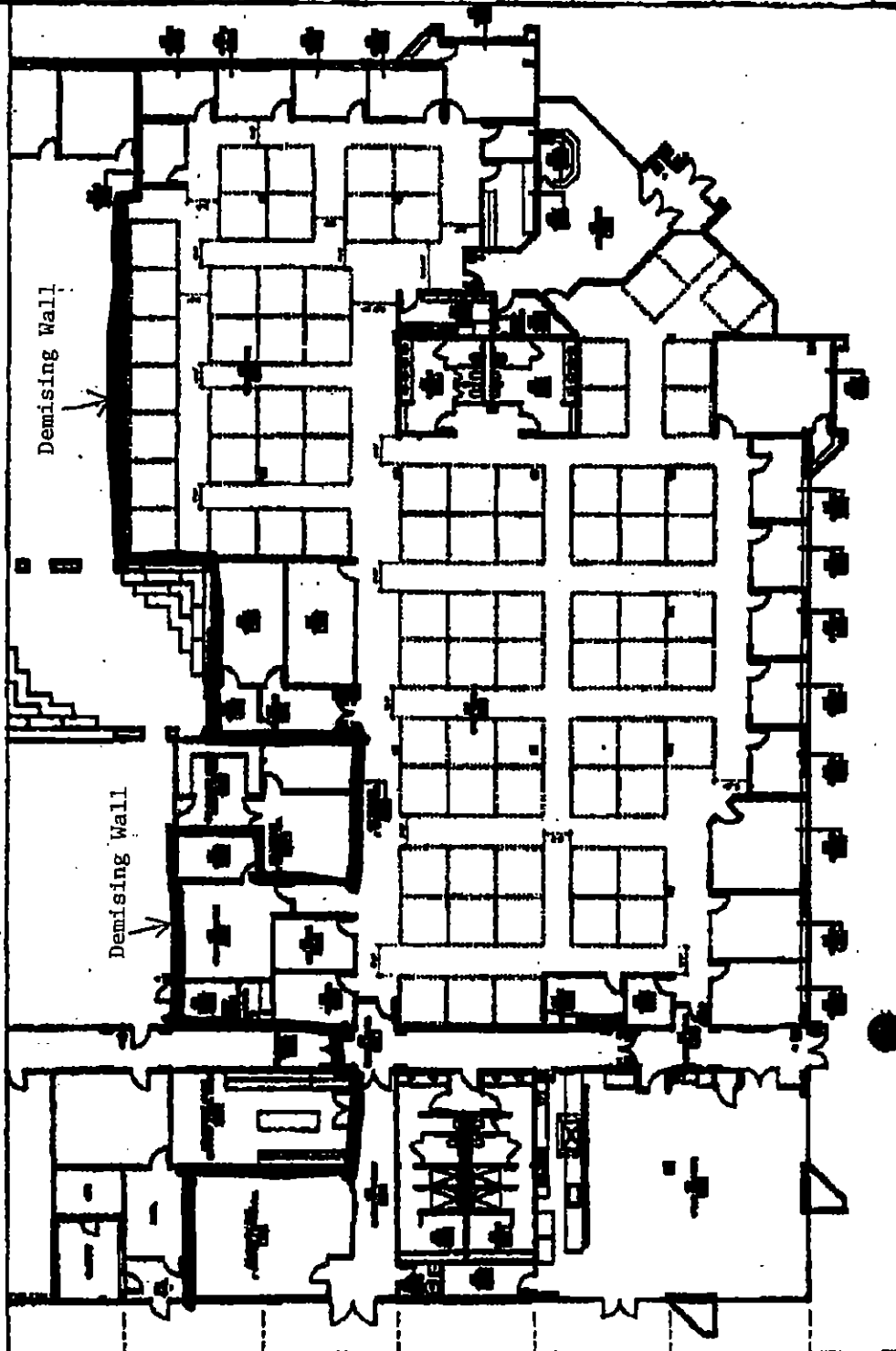


EXHIBIT E
TENANT'S IMPROVEMENTS / REQUIRED IMPROVEMENTS
LEASE EXHIBIT

O A-237 f.a

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement is made and entered into this 16 day of April, 2001 by and between Fleming Companies, Inc., an Oklahoma corporation (the "Landlord") and Quaker Sales & Distribution, Inc., a Delaware corporation (the "Tenant") with reference to the following:

(i) Landlord and Golden Grain Inc. a California corporation ("Golden Grain") entered into a Sublease Agreement November 12, 1992 covering certain premises located in Pleasanton, California. Landlord and Golden Grain entered into a First Amendment to such Sublease Agreement on June 6, 1997. References herein to the "Sublease" shall refer to such Sublease, as so amended, and capitalized terms used herein but not defined shall have the meanings set forth in the Sublease.

(ii) Golden Grain assigned its interest in the Sublease to Tenant pursuant to that certain Assignment and Assumption Agreement effective October 1, 1999.

(iii) Tenant and Remedy Corporation, a Delaware corporation ("Remedy") have entered into a Sub-Sublease Agreement dated November 29, 2000 covering the Premises covered by the Sublease (the "Sub-Sublease"). Landlord approved the Sub-Sublease, subject to the terms of a letter dated January 18, 2001.

(iv) Landlord and Tenant desire to confirm Landlord's consent to the Sub-sublease and certain modifications to the Sublease to which such parties have agreed.

Now therefore in consideration of the foregoing and other fair and valuable considerations receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Consent. Subject to the execution by Remedy of the Consent and Acknowledgement set forth below, Landlord hereby confirms Landlord's consent, in accordance with Paragraph 12 of the Sublease, to the Sub-Sublease. Landlord's consent shall not be deemed a consent to any further assignment or subletting by either Tenant or Remedy, and any such transaction shall require the further written consent of Landlord.

2. Alterations. The Sub-Sublease contemplates certain alterations to the Premises as described in drawings dated November 29, 2000 prepared by Interform, Designers of Commercial Interiors, true, correct and complete copies of which have been provided to Landlord and Tenant (the "Plans"). Landlord hereby confirms Landlord's consent to the alterations described in the Plans, provided the same are carried out strictly in accordance with the terms and provisions of the Lease and Sublease. By letter to Landlord the Owner has consented to such alterations.

3. Amendment to Sublease. Landlord and Tenant agree that the Sublease is hereby amended as follows:

3.1 Renewal Term Rent. By letter dated January 23, 2001 Tenant has renewed the Sublease Term, subject to the terms set forth herein, for the period commencing

November 1, 2001 through October 31, 2005 (the "Renewal Term"). The parties agree that the base annual rent payable under the terms of the Sublease for such period shall be as follows:

Period	Rent per Square Foot	Base Annual Rent
11/1/01 – 10/31/02	\$26.40	\$1,188,000
11/1/02 – 10/31/03	\$27.60	\$1,242,000
11/1/03 – 10/31/04	\$28.80	\$1,296,000
11/1/04 – 10/31/05	\$30.00	\$1,350,000

The base annual rent payable under this Paragraph shall be in addition to reimbursement of expenses contemplated by Paragraph 3.2 below. The parties agree that for purposes of the Sublease the Leased Premises will be deemed to contain 45,000 rentable square feet and the base annual rent calculated accordingly.

3.2 Landlord Costs. In addition to the Base Annual Rent payable under the Sublease the Tenant shall pay Landlord, as provided herein, for all real estates taxes and other Impositions, and all costs of insurance payable by Tenant under the terms of this Sublease. On or before November 1 of each year during the Renewal Term Landlord shall, by notice to Tenant, provide a reasonable estimate of all such costs to be incurred by Landlord during the 12 month period commencing on such November 1. Tenant shall deposit 1/12th of such amount with each monthly payment of rent under the Sublease commencing as such November 1. Such monthly deposit shall in no way affect the reimbursements to be made pursuant to Paragraphs 3.2, 8.1 and 9.1. Notwithstanding the foregoing, Tenant shall not be responsible for such costs to the extent the relate to the Deleted Parcel described in Paragraph 3.4 below from and after the earlier of (i) the date the Deleted Parcel becomes a separate legal parcel for tax purposes or under applicable subdivision requirements or (ii) the commencement of development of improvements on the Deleted Parcel. Promptly following the end of each lease year (i.e., each 12 month period ending October 31) Landlord shall provide Tenant a statement of the actual costs incurred by Landlord during such lease year under the Lease and the amounts payable by Tenant under the Sublease. Any overpayment or underpayment of such costs resulting from Tenants' monthly payments required hereunder shall be reconciled by a cash payment by Landlord or Tenant, as appropriate, within 20 days after such statement is provided. The parties acknowledge that the currently monthly payment required of Tenant under this Paragraph 3.2 is \$16,635.00. Paragraph 8.1 of the Sublease is hereby amended to read, in its entirety, as follows:

The Landlord will maintain through the Sublease Term all insurance required to be maintained by Landlord under the Lease and such other insurance it may desire and comply with all Insurance Requirements. Tenant will reimburse Landlord for all amounts paid by Landlord with respect to the Sublease Term for the coverages required under the Lease. Without limitation of the foregoing, Tenant shall reimburse Landlord for all increases in insurance costs incurred by Landlord which result from improvements to the Leased Premises made by Tenant.

Further, Paragraph 9.1 of the Sublease is hereby amended to read, in its entirety, as follows:

Landlord shall pay all Impositions payable under the Lease. Tenant will reimburse Landlord for those Impositions paid by Landlord with respect to the Sublease Term (other than any Impositions representing increases resulting from any sale of the Leased Premises or transfer of partnership interests in the entities owning the Leased Premises.)

3.3 HVAC System. The Parties agree that during the Renewal Term the Tenant shall perform, at its sole cost and expense, except as provided below, all maintenance and repair necessary to maintain the HVAC System in the Premises in good condition and repair. Such obligation shall not include the obligation to make capital expenditures or replacement of the HVAC System, should the same become necessary, unless the same is made necessary by reason of Tenant's failure to maintain the system is herein required. Any such required capital expenditure or replacement of the HVAC System for which Tenant is not responsible shall be made by Landlord at Landlord's sole cost and expense in accordance with the Sublease.

3.4 Premises. Paragraph 1.6 of the Sublease shall be amended to read in its entirety as follows:

Leased Premises. The real property described on Exhibit A and all improvements thereon and appurtenances therein belonging including all improvements and alterations theretofore constructed by Tenant. The Leased Premises excludes that portion of the real property covered by the Lease not described on Exhibit A (the "Deleted Parcel").

4. Termination of Lease. Landlord has had preliminary discussions with the Owner regarding a possible transaction pursuant to which the Lease will be terminated and the Sublease become a direct lease between the Owner and Tenant. Tenant hereby consents to such transaction provided that as of the effective date of such transaction (i) Tenant's rights and obligations under the Sublease (including its rights and obligations in the base lease incorporated therein) shall be preserved as a direct Lease between the Owner and Tenant, with Owner assuming Landlord's obligations thereunder, and (ii) the Owner shall have agreed that in the event of any development by the Owner of any building on that portion of the real property now covered by the Lease but, pursuant to Paragraph 3.4 above, excluded from the Sublease, Owner will notify Tenant and Remedy and provide each of them a reasonable opportunity to negotiate for the leasing of space in any such building. Upon a termination of the Lease on the terms outlined in this Paragraph (including the Owner's assumption of Landlord's obligations under the Sublease) Landlord will be released from any and all obligations under the Sublease accruing from and after the effective date of such transaction.

5. Term. The Parties acknowledge that pursuant to Tenant's letter to Landlord dated January 23, 2001 the Term of the Sublease is renewed for the Renewal Term. The Tenant's rights and obligations during the Renewal Term will be as set forth in the Sublease, as amended hereby.

6. Further Assurances. Tenant agrees to reasonably cooperate with Landlord (at no cost to Tenant) in effectuating a transaction as described in Paragraph 4 above, provided the same does not adversely affect its rights or increase its obligations under the Sublease.

7. Whole Agreement. This Agreement embodies all representations, warranties and agreements of the parties with respect to the Amendment to the Sublease and may be amended or modified only by an agreement in writing.

8. Section Headings. The section headings contained herein are for convenient reference only and shall not in any way affect the meaning or interpretation hereof.

9. Ratification. Except as hereby amended the Sublease is hereby ratified and made in full force and effect.

Executed and delivered as of the day and year first above written.

FLEMING COMPANIES, INC. an Oklahoma corporation

By: [Signature]
Vice President

QUAKER SALES & DISTRIBUTION, INC., a Delaware corporation

By: T.B. Mohr
Vice President

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

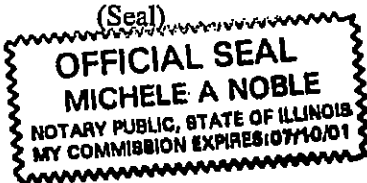
This instrument was acknowledged before me on 18th day of April, 2001, as Vice President of Fleming Companies, Inc., an Oklahoma corporation.

(Seal)

[Signature]
Notary Public
My Commission Expires: 10-10-04

STATE OF ILLINOIS)
) SS:
COUNTY OF McHenry)

This instrument was acknowledged before me on 30, day of MARCH, 2001, as Vice President of Quaker Sales & Distribution, Inc., a Delaware corporation.



Michele A. Noble
Notary Public
My Commission Expires: 7/10/01

CONSENT AND ACKNOWLEDGEMENT

Remedy Corporation, a Delaware corporation ("Remedy") the Tenant under the Sub-Sublease described in the foregoing Second Amendment to Sublease (the "Amendment") hereby acknowledges the terms of the Amendment and consents to the terms thereof. Without limitation of the foregoing Remedy hereby (i) agrees that all references in the Sub-Sublease to the "Sublease" shall refer to the Sublease as amended by the Amendment (ii) acknowledges that the Sub-Sublease is subject in all respects to the terms and conditions of the Sublease, as amended by the Amendment (iii) acknowledges that the Sub-Sublease will automatically terminate upon a termination of the Sublease, and (iv) agrees to reasonably cooperate with Tenant and Subtenant at no cost to Remedy in effectuating a transaction as described in Paragraph 4 of the Amendment, provided the same does not adversely affect its rights or increase its obligations under the Sub-Sublease. Remedy specifically acknowledges that pursuant to the Amendment and this Consent and Acknowledgement neither Quaker Sales & Distribution, Inc. nor Remedy has any right, title or interest in that real property covered by the Lease but, pursuant to Paragraph 3.4 of the Amendment, excluded from the Sublease.

Executed this 16 day of April, 2001.

REMEDY CORPORATION, a Delaware corporation

By: [Signature]
Vice President

STATE OF)

COUNTY OF)

) ss:

This instrument was acknowledged before me on _____, day of _____,
2001, as Vice President of Remedy Corporation, a Delaware corporation.

(Seal)

Notary Public

My Commission Expires: _____

See attached certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara } ss.

On 4/16/01, before me, Kimberly A. Kee Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Ron J. For
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Kimberly A. Kee
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Sublease

Document Date: 4/16/01 Number of Pages: 6

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: Ron J. For

- ☐ Individual
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Remedy Corporation

RIGHT THUMBPRINT
OF SIGNER

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