

MKS

May 31, 1983

L-Diamond Springs
(5511)

Mr. George Kessler dba
Placer Beverage Co.
355 "H" Nevada Street
Auburn, CA 95603

Mr. Jack Gilmore dba
Rick's Body Shop
4415 Missouri Flat Road
Placerville, CA 95667

151156

Gentlemen:

Herewith for the retention of each of you is a fully
executed counterpart of Subtenancy Agreement to Lease Audit No.
151156 dated April 26, 1983.

Yours truly,

W. B. CURTIS

By: _____
Sr. Lease Clerk

Attach.
MEW:lpw

bc: Mr. S. A. Sutfin ✓

Referring to the above, attached is original
of Subtenancy Agreement to Lease Audit No. 151156. I have
retained one copy for my file.

W. B. CURTIS *W*

SUBTENANCY AGREEMENT

Supplemental to Lease Audit No. 151156

THIS AGREEMENT made this 26th day of April, 19 83, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY
herein called "Railroad," GEORGE KESSELER dba PLACER BEVERAGE CO.

second party, herein called "Lessee," and Rick's Body Shop

third party, herein called "Sublessee."

RECITALS:

Railroad, by lease dated the 26th day of July, 1966, leased to Lessee
certain premises of Railroad, at or near Diamond Springs,

County of El Dorado, State of California,

for Lessee-owned improvement and related facilities as a warehouse
for the distribution of beverages.

The lease is now in full force and effect and by this reference made a part of this agreement.
The lease provides that Lessee shall not underlease or sublet the premises, or any part thereof, or
assign the lease or any interest therein without the prior written consent of Railroad.

Lessee and Sublessee desire that Railroad consent to a sublease of the whole of the premises
or the portion thereof indicated on the attached print, or as may be mutually agreed upon between
Lessee and Sublessee.

AGREEMENT:

1. Railroad hereby consents to the sublease, provided that Sublessee shall be bound by each
and every covenant and condition contained in the lease.

2. Sublessee shall perform all of the covenants and conditions contained in the lease to be
performed by Lessee (except, however, the payment of rental to be made by Lessee to Railroad),
and hereby agrees to be and is bound by each and every covenant and condition contained in the
lease.

In the event the sublease covers only a portion of the premises, the obligation of Sublessee
to perform the covenants and conditions in the lease shall apply only to that portion of the premises
occupied by Sublessee.

3. Neither the subleasing of the premises nor anything contained in this agreement shall
release Lessee from its obligation to perform and be bound by all of the covenants and conditions
contained in the lease.

4. This consent shall not be deemed to be a consent to any further subletting of the leased
premises other than to the Sublessee herein named. Railroad reserves the right to approve or
disapprove any future subletting of the leased premises.

5. Sub-lessee shall use the subject premises for an auto body and
paint shop.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the
day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY
RAILROAD

By W. B. Austin
District Manager-Real Estate
LESSEE, PLACER BEVERAGE COMPANY

WITNESSED BY:

George Kessler

By George Kessler President
(Title)

Rick's Body Shop

SUBLESSEE, RICK'S BODY SHOP
By John I. Gilman Mbr
(Title)

NOTE: If Lessee or Sublessee is an incorporated company, agreement should be executed
by an authorized officer thereof and his title indicated; otherwise, signature should be wit-
nessed by an employee of Railroad if practicable or, if not, by a disinterested party.